CITY OF CORAL SPRINGS, FLORIDA
CORAL SPRINGS CITY COMMISSION REGULAR MEETING

Thursday, November 5, 2026
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road
Coral Springs, Florida 33065

AGENDA

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Recognitions/Proclamations/Presentations

1. **Recognition, Linda Gancitano**
   (City Commission)
   Request that the City Commission recognize Linda Gancitano for her achievements in the United States Women's Soccer Team as a Coral Springs homegrown athlete.

2. **Proclamation, Small Business Saturday**
   (City Commission)
   Request that the City Commission proclaim November 28, 2026 as "Small Business Saturday" in the City of Coral Springs.

3. **Recognition, Al-Anon and Alateen Family Groups 75th Anniversary**
   (City Commission)
   Request that the City Commission recognize the 75th Anniversary of Al-Anon and Alateen Family Groups for 75 years of supporting families and friends affected by alcoholism.

Public Comment

Public Hearings/Special Meeting Announcements: None.

Consent

4. **Minutes Approval (Georgia Elliott)**

Request to approve the meeting summaries of the May 20, 2026 Workshop, June 24, 2026 Workshop, and October 21, 2026 Regular Meeting.
(REQUEST TO APPROVE)

5. **Special Magistrate Services (Tina Jou)**
Request to renew contracts #22-D-027P for Special Magistrate Services to Harry Hipler, P.A. of Dania Beach, Florida and Nabors, Giblin, & Nickerson P.A. of Tallahassee, Florida from January 1, 2027, through December 31, 2028. The estimated annual expenditure is $50,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

6. **Mobile Communication Services Contract (Brad Mock and John Whalen)**
Request to renew the State of Florida Contract #DMS-19/20-006C for Mobile Communication Services to **Cellco Partnership d/b/a Verizon Wireless Services, LLC** of Basking Ridge, New Jersey from November 5, 2026 through August 23, 2031. The estimated annual expenditure is $150,000.00; and to authorize the Purchasing Manager to approve the pending AT&T Wireless Contract that is within the designated procurement authority.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

7. **Publication Printing and Direct Mailing Services (Lynne Martzall)**
Request to renew contract #24-H-290 for Publication Printing and Direct Mailing Services to Southeastern Printing Company, Inc. of Hialeah, Florida from January 15, 2027, through January 14, 2029 with the option to renew for one (1) additional two (2) year renewal; and to authorize the Purchasing Manager to execute and approve the final renewal. The annual expenditure for these services will not exceed $300,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

8. **Online Marketplace for Purchases of Products and Services (Miguel Machuca)**
Request to ratify and approve the estimated yearly expenditure for contract No. 27-A-056M, Online Marketplace for Purchases of Products and Services utilizing Omnia Partners Contract No. R-TC-17006 to Amazon Services, LLC d/b/a Amazon Business of Seattle, Washington through January 18, 2028. The estimated annual expenditure is $490,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RATIFY, APPROVE)

9. **Human Resource Software (Kathy Reul)**
Request to renew contract #24-H-355NC for Human Resource Software to **Governmentjobs.com, Inc. d/b/a NEOGOV** of El Segundo, California from date of award through September 30, 2027, for a total amount of $168,039.41; and to authorize the Purchasing Manager to approve yearly contract renewals that do not

exceed an annual increase of 5% of the contract value.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

10. **One Solution Software (Stephen Dyer)**
Request to approve the Thirty-Sixth Amendment to the Agreement #13-D-039 for Third Party License Fees, Professional Services, Installation, and Configuration, Technical, Consulting Services, Training, and Project Management Services from **Superion, LLC** of Lake Mary, Florida in the amount of $397,496; and to authorize the Purchasing Manager to approve yearly software renewals within $500,000 and amendments within the designated procurement authority.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, AUTHORIZE)

11. **Proclamation, America Recycles Day (City Commission)**
Request that the City Commission proclaim November 15, 2026 as "America Recycles Day" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

12. **Proclamation, Family Court Awareness Month (City Commission)**
Request that the City Commission proclaim November 2026 as "Family Court Awareness Month" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

13. **Proclamation, National Epilepsy Awareness Month (City Commission)**
Request that the City Commission proclaim November 2026 as "National Epilepsy Awareness Month" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

14. **Proclamation, Lung Cancer Awareness Month (City Commission)**
Request that the City Commission proclaim November 2026 as "Lung Cancer Awareness Month" in the City Commission of Coral Springs.
(REQUEST TO PROCLAIM)

Policy Formation and Direction

15. **Ordinance 2026-116, Second Reading, Amending FY 2026 Operating Budget (Ileana Kyriakides)**
Request to approve and adopt on second reading of Ordinance 2026-116, which amends Ordinance 2025-117, as amended by ordinance 2026-105 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2025-2026, by amending Exhibit “A”, the Annual Operating Budget, to increase the Debt fund by eighteen million eight hundred sixty-four thousand and eight hundred ($18,864,800) for a total amount $29,148,920. First reading held October 21, 2026.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)

16. **Resolution 2026-040, Tobacco and Vape Retail Establishments Zoning in Progress Extension (LDA25-0001) (Tina Jou)**
Request to approve Resolution 2026-040 extending the moratorium on the submittal, processing, and issuance of local business tax receipts and/or land use approvals for establishments which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco products, nicotine products, CBD (excluding medical marijuana), or a combination thereof, in commercial and residential zoning districts as contained in Petition Number LDA25-0001 for a period not to exceed six months from the date of adoption of this resolution; providing for an effective date. (LDA25-0001)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT)

17. **Construction Services – Infrastructure Utilities and Streets Projects (Chad Maraj)**
Request to renew agreements for LOI #23-B-311 for Construction Services – Infrastructure Utilities and Streets Projects to **Anzco, Inc.** of Boca Raton, Florida, **Johnson-Davis Incorporated** of Lantana, Florida, **Marcdan, Inc.** of Miami, Florida, and **Pabon Engineering, Inc**. of Miami, Florida from November 5, 2026 through November 30, 2029. The annual estimated expenditure will not exceed $2,000,000.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

18. **Construction Services – Various Building Renovations (Chad Maraj)**
Request to award the LOI No. 26-B-350 for Construction Services – Various Building Renovations to **Anzco, Inc.** of Boca Raton, Florida, **Awesome Construction, Inc.** of Coral Springs, **Florida, F.G. Construction, LLC** of Tamarac, Florida, **J & D Concrete Works Corp.** of Pompano Beach, Florida, **Renovation X LLC d/b/a Tie & Beam Concrete** of Pompano Beach, Florida, and **VPR Construction Corporation** of Tamarac, Florida from date of award through November 5, 2029 with options to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $2,000,000.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

19. **Construction Manager at Risk (CMAR) for Membrane Water Treatment Plant (Chad Maraj)**
Request to award LOI #26-A-288 Construction Manager at Risk (CMAR) for Membrane Water Treatment Plant to **Wharton-Smith, Inc.** of Sanford, Florida in the amount of $901,347 for Pre-Constructions Services. Guaranteed Maximum Pricing (GMP) for Construction Services will be provided by the contractor at a future date for approval by the City Commission; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

20. **Furnish, Deliver and Discharge of Quicklime (Chad Maraj)**

Request to renew Contract # 24-C-030M; Furnish, Deliver, and Discharge of Quicklime through the Southeast Florida Governmental Purchasing Cooperative Group Bid # 23-36B to **Lhoist North America of Alabama, LLC** of Fort Worth, Texas from November 5, 2026 through October 31, 2029. The not to exceed annual expenditure is $900,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

21. Purchase & Installation of Motorola Equipment (Brad Mock)
Request to amend contract #25-A-026M, purchase and installation of Motorola Equipment to **Motorola Solutions, Inc.** of Chicago, Illinois utilizing the Sourcewell Contract #042021-MOT for a change order to provide and install a Redundant NICE Logging Solution. The change order is no additional cost to the City; and to authorize the Purchasing Manager to approve change orders within the designated procurement authority.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AMEND, AUTHORIZE)

22. Technology Related Items and Services (Stephen Dyer)
Request to amend contract No. 24-H-291M for Technology Related Items and Services utilizing Sourcewell Contract No. 121923 to **CDW Government, LLC** of Vernon Hills, Illinois to extend through February 27, 2029, with the option to renew for two (2) additional one (1) year terms. The estimated annual expenditure is $2,250,000.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AMEND)

23. Fire Equipment, Supplies, and Services (John Whalen)
Request to approve an increase of the estimated annual expenditure from $1,305,000 to $2,305,000 for Contract # 22-G-301, Fire Equipment, Supplies, and Services through the Lake County, Florida Contract, Bid # 22-730 **Bennett Fire Products Company, Inc.** of Woodstock, Georgia; **Fisher Scientific Company, LLC** of Tampa, Florida; **Henry Schein, Inc.** of Melville, New York; **Municipal Emergency Services, Inc.** of Sandy Hook, Connecticut; **Municipal Equipment Company, LLC** of Orlando, Florida; **North America Fire Equipment Co., Inc.** of Decatur, Alabama; **TechnicalRescue.com, Inc.** of Cooper City, Florida; **Ten-8 Fire and Safety, LLC** of Bradenton, Florida; and **Firefighter One LLC** of Sparta, New Jersey from November 5, 2026 through July 31, 2027.
Funding Source: Approved Capital, Operating, and Grant Funds.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

24. Professional Architecture/Engineering Design Services for Coral Springs Sportsplex (Brad McKeone)
Request to award LOI #26-A-201, Professional Architecture/Engineering Design Services for Coral Springs Sportsplex to PBK Architects Florida, Inc. of Saint Petersburg, Florida for the initial design phase of thirty percent (30%) design

milestone in the amount of $1,171,988. Additional design phases will be awarded contingent upon available funding and approval by the City Commission; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO AWARD, AUTHORIZE)

25. **Clinic Services (Kathy Reul)**
Request to ratify and amend Contract #24-A-136NC for Clinic Services to Medical Risk Solutions, LLC of Ocoee, Florida to administer the City's Live Well Program. The additional services will increase this year's expenditure by $704,200, going from $1,576,000 to $2,280,200. There will be a 4.6% increase for year two through year four of the contract term to administer the Live Well Program.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RATIFY, AMEND)

26. **Appointment, Accessibility Advisory Group (Kathy Reul)**
Request to consider appointment of Jose Castro to the Accessibility Advisory Group.
(REQUEST TO APPOINT)

27. **Appointment, Parks and Recreation Advisory Board (Rob Hunter)**
Request to consider appointment of Brianne Oliveira to the Parks and Recreation Advisory Board.
(REQUEST TO APPOINT)

28. **Reappointment, Community Involved Government Committee (Neirah Sankar)**
Request to consider reappointment of Joseph Martinez to the Community Involved Government Committee.
(REQUEST TO REAPPOINT)

Commission Communications

City Manager Communications

City Attorney Communications

29. **New Opioid Settlement with Additional National Defendant**
Request for approval of new Opioid Settlement with Additional National Defendant.
(REQUEST TO APPROVE)

Special Recognition, Outgoing Elected Official

Adjournment

Next Regular Meeting: December 2, 2026, 06:30 PM
If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities who need an accommodation to participate in this proceeding should contact the City Clerk's Office at 954-344-1065 at least three (3) days in advance. If you are hearing or speech impaired, you may contact the Office of the City Clerk through the Florida Relay Service, 711.

Public Comment (Coral Springs Municipal Code, Chapter 2, Article I, Sec. 2-2):

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. City Commission meetings are a limited public forum and public comment is limited to matters pertinent to the City. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designated as Public Hearings must be discussed during the public comment period. Waiver of rules. By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

Summary Sheet

Agenda Item: 1.

Meeting Date: November 5, 2026

Subject:
Recognition, Linda Gancitano
(City Commission)

Requested Action:
Request that the City Commission recognize Linda Gancitano for her achievements in the United States Women's Soccer Team as a Coral Springs homegrown athlete.

Placement:
Recognitions/Proclamations/Presentations

Attachments: Copy of Certificate - Linda Gancitano

Background / Description:
Linda Gancitano, a Coral Springs native, is a pioneer in American women's soccer. At Coral Springs High School, she became the first girl to play on the boys' soccer team. She credits the city's recreational and travel programs, along with her years at Coral Springs Middle and High School, for shaping her as a player.

At the University of Central Florida, she became known for her resilient, take-charge defense and was named Defensive MVP at the inaugural 1982 NCAA Women's Championship. Her play earned her a spot on the first U.S. Women's National Team roster, and in 1985 she earned two caps during the team's debut at the Mundialito Tournament in Italy.

After her playing career, Gancitano turned to education and sustainability in South Florida. As a teacher and coach at Driftwood Middle School, she founded the "Green Team," a student-led initiative to reduce energy use and raise environmental awareness. The program drew national attention, and the White House honored her as a Champion of Change for Climate Education and Literacy.

On the field and in the classroom, Gancitano exemplifies courage, innovation, and service, qualities that continue to inspire women's soccer and the communities she serves.

Requested By:
Mayor Brook

Accepting:
Linda Gancitano

CORAL SPRINGS

EVERYTHING UNDER THE SUN

Special Recognition

Linda Gancitano

The City of Coral Springs proudly honors Linda Gancitano, a hometown trailblazer who broke barriers as the first girl on the Coral Springs High School boys' soccer team and went on to earn a place on the first U.S. Women's National Team roster. Through her "Green Team" at Driftwood Middle School, she turned students into champions for the environment, an effort the White House celebrated as a Champion of Change for Climate Education and Literacy.

Her accomplishments inspire young girls throughout Coral Springs, and we are proud to call her one of our own.

November 5, 2026

Scott J. Brook
Mayor

Shawn M. Cerra
Commissioner

Joshua Simmons
Commissioner

Joseph McHugh
Commissioner

Summary Sheet

Agenda Item: 2.

Meeting Date: November 5, 2026

Subject:
Proclamation, Small Business Saturday
(City Commission)

Requested Action:
Request that the City Commission proclaim November 28, 2026 as "Small Business Saturday" in the City of Coral Springs.

Term Or Effective Date:
November 28, 2026

Placement:
Recognitions/Proclamations/Presentations

Attachments: Copy of Certificate - Small Business Saturday

Background / Description:
Small Business Saturday is an annual event held on the Saturday after Thanksgiving, dedicated to supporting and promoting local, independently owned businesses across the United States. This year, it falls on November 28, 2026, strategically positioned between Black Friday and Cyber Monday during one of the busiest shopping periods of the year.

The City of Coral Springs recognizes the importance of small businesses to our community's economic health and cultural identity. Our local entrepreneurs and small business owners are more than just business owners—they are neighbors, community partners, and essential to the character and charm that make Coral Springs special. The Coral Springs Coconut Creek Regional Chamber of Commerce plays a pivotal role in supporting our local business community year-round, serving as a vital bridge between small business owners, residents, and local government while fostering partnerships that benefit the entire Coral Springs community.

Presenting:
City Commission

CORAL SPRINGS

EVERYTHING UNDER THE SUN

Special Proclamation

Small Business Saturday

Small Business Saturday is a national effort to encourage consumers to shop at local, independently owned businesses on the Saturday after Thanksgiving. Falling between Black Friday and Cyber Monday, we believe that Small Business Saturday is essential to the preservation of the neighborhoods that compose the landscape of our local economy and enrich its unique culture.

Therefore, we, the City Commission of Coral Springs, proclaim November 28, 2026, as "Small Business Saturday" in the City of Coral Springs.

November 5, 2026

Scott J. Brook
Mayor

Shawn M. Cerra
Commissioner

Joshua Simmons
Commissioner

Joseph McHugh
Commissioner

Al-Anon Family Groups
Help and hope for families and friends of alcoholics

75TH ANNIVERSARY

August 9, 2026

Contact: media@al-anon.org • Len Okyn 954 610 3364

FOR IMMEDIATE RELEASE

Celebrating 75 Years of Al-Anon Recovery: Providing Help and Hope to Families

Virginia Beach, Virginia, USA — February 2026

As Al-Anon Family Groups marks its 75th anniversary this year, the organization reaffirms its longstanding commitment to supporting families and friends of loved ones struggling with alcoholism or Alcohol Use Disorder (AUD). Since its founding in 1951, Al-Anon has grown into a global organization offering hope, healing, and community to those impacted by someone else's drinking.

Alcohol remains one of the most used substances among adults, contributing to a wide range of family and social challenges. While an exact global figure for families affected by AUD is unavailable, recent data indicates that millions of individuals live with AUD, meaning a vast but unquantifiable number of families are impacted.

"Alcoholism does not just affect the person drinking—it ripples through families, relationships, and communities. For 75 years, Al-Anon has provided a safe space for people to share their experiences, find understanding, and begin the journey toward recovery," said Mona Dougherty, Senior Communications Specialist, Al-Anon Family Group Headquarters, Inc.

Alcoholism is a family disease, affecting all those who have a relationship with a problem drinker. Data from Al-Anon's 2024 Membership Survey suggests that most Al-Anon members are affected by alcoholism spanning multiple generations. They reported meaningful improvements in their overall quality of life through participation in the program.

Anonymous member testimonials reflect the transformative impact of Al-Anon and Alateen:

- "Al-Anon has saved my life. I was drowning in someone else's life before I found this program."
- "My Alateen group has helped me learn how to cope with my feelings and not blame the alcoholic in my life."

Al-Anon Family Groups, and Alateen for teenagers, is a mutual support program for people whose lives have been affected by someone else's drinking. By sharing common experiences and applying the Al-Anon principles, families and friends of alcoholics can bring positive changes to their individual situations. Today, more than 22,000 Al-Anon groups meet in over 140 countries, along with 1,100 Alateen groups. Al-Anon literature is available in over 40 languages.

Al-Anon Family Groups meetings are free to attend—there are no dues or fees. The program is not affiliated with any outside organization or religion, and participation does not require adherence to any belief system. Anonymity and confidentiality are fundamental principles, ensuring that every member can share openly in a safe and respectful environment.

For more information or to find local or online meetings, visit **al-anon.org** or call toll-free: **1-888-4AL-ANON** (888-425-2666). Or Len Okyn 954 610 3364 954 491 1915

U.S.: Al-Anon Family Group Headquarters, Inc., 1600 Corporate Landing Parkway, Virginia Beach, VA 23454-5617
Canada: Al-Anon Family Group Headquarters (Canada), Inc., 222 Queen Street, Suite 1000, Ottawa, Ontario, K1P 5V9

CORAL SPRINGS

EVERYTHING UNDER THE SUN

Special Recognition

Al-Anon and Alateen Family Groups
75th Anniversary

Since 1951, Al-Anon and Alateen Family Groups have offered comfort, recovery, and connection to the loved ones of people struggling with alcoholism, growing from a small circle of support into a worldwide fellowship.

As they mark their 75th anniversary this November, the City of Coral Springs celebrates this milestone and thanks them for their steadfast commitment to helping families find understanding and begin their own journey toward recovery.

November 5, 2026

Scott J. Brook
Mayor

Shawn M. Cerra
Commissioner

Joshua Simmons
Commissioner

Joseph McHugh
Commissioner

Summary Sheet

Agenda Item: 4.

Meeting Date: November 5, 2026

Subject:
Minutes Approval (Georgia Elliott)

Requested Action:
Request to approve the meeting summaries of the May 20, 2026 Workshop, June 24, 2026 Workshop, and October 21, 2026 Regular Meeting.
(REQUEST TO APPROVE)

Placement:
Consent

Attachments: Summary of May 20, 2026 Workshop
Summary of June 24, 2026 Workshop
Summary of October 21, 2026 Regular Meeting

CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION
WORKSHOP

DRAFT SUMMARY

Wednesday, May 20, 2026
4:00 PM

Sawgrass Room, City Hall
9500 West Sample Road
Coral Springs, FL 33065

Call to Order
Mayor Brook called the meeting to order at 4:06 p.m.

Roll Call
Mayor Scott Brook
Commissioner Shawn Cerra
Commissioner Joshua Simmons (Attended via telephone.)
Commissioner Joseph McHugh

Also in attendance:
City Manager Catherine Givens
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Commission Workshop Items

1. **FY 2027 User Fee Updates (Ileana Kyriakides)**

   Ileana Kyriakides presented the proposed user fee updates. Staff responded to questions from the Commission and noted feedback. Consensus was reached to support the FY2027 user Fee Updates to support the user fees as presented.

2. **FY 2027 Special Events Presentation (Michael McNally)**

   Michael McNally presented the FY2026 Special Events program and provided an overview of the events planned for the upcoming fiscal year. The Commission discussed the proposed events and provided feedback for staff's consideration. Consensus was reached to proceed with the Coral Springs Arts and Crafts Festival and to support the FY2027 Special Events budget as presented.

City Manager Communications

City Manager Givens and staff reported on the successful testing of HUB interoperability, announced upcoming building permit and safety workshops to be held at City Hall, and provided updates on upcoming events at the Center. Ms. Givens also highlighted the success of the Heroes Dinner, which featured Michael McNally as the keynote speaker.

Commission Communications

3. **Travel Funds Request (Mayor Brook and Commissioner Simmons)**

    - Consensus was reached to approve the travel fund requests submitted by Mayor Brook and Commissioner Simmons.

    The Commission also discussed the following topics:

    - City soccer programming concerns
    - Parking concerns at Cornerstone
    - Consensus to recognize retiring Marjory Stoneman Douglas educators Diana Haneski, Raymond Haneski, and their therapy dog River
    - Resident concern regarding tree on property and Code violation
    - Request for a City E-bike forum

4. **Teen Internship / Job Opportunities (Mayor Brook)**

    Mayor Brook expressed desire for the City to assist in connecting local teens with job and internship opportunities.

5. **Commission Attended Conference**

    This item was not discussed.

Adjournment

There being no further business, the meeting adjourned at 6:01 p.m.

_____
Georgia Elliott, CMC
City Clerk

CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION
WORKSHOP

DRAFT SUMMARY

Wednesday, June 24, 2026
5:00 PM

Multi-Purpose Room, Public Safety and
Public Works Complex
4150 NW 120 Avenue
Coral Springs, Florida 33065

Call to Order
Mayor Brook called the meeting to order at 5:03 p.m.

Roll Call
Mayor Scott Brook
Commissioner Shawn Cerra
Commissioner Joshua Simmons
Commissioner Joseph McHugh

Also in attendance:
City Manager Catherine Givens
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Commission Workshop Items

1. **Sustainability Procurement Research (Andrea Lemaitre and Chelsea Stahl)**
   Dr. Andrea Lemaitre and Chelsea Stahl presented the item, highlighting best practices and reviewing the City's purchasing process. Following discussion, the Commission expressed support for staff's recommendations and for aligning sustainability initiatives with applicable State preemptions.

2. **FY27 Preliminary Budget (Ileana Kyriakides)**
   Ileana Kyriakides presented the item. Following discussion, the Commission requested that Item 3 be discussed prior to providing direction on Item 2.

   A recess was taken from 6:00 p.m. to 6:19 p.m. Upon reconvening, the Commission proceeded with discussion of Item 3.

   - Consensus was reached to maintain the current millage rate.

- Consensus was reached to support the Fire, Stormwater, and Solid Waste assessments as presented.
- Consensus was reached to authorize City Manager Givens to explore opportunities to advance the 30% design plans for the Sportsplex Complex Project.

City Manager Communications

3. **Potential Property Tax Reform Impacts**
   City Manager Givens led the discussion on the proposed 2026 Property Tax Amendment. She reviewed an educational document intended for public distribution and outlined the potential impacts on City services and the Strategic Plan. The Commission discussed the proposed amendment and its implications.

Commission Communications

4. **Honoring Vice Mayor Nancy Metayer (Commissioner Cerra)**
   - Consensus was reached to remove the black bow from the dais seat and to direct staff to provide a memorial photograph at each dais workstation.
   - Consensus was reached to retain the current composition of a four-member City Commission.

5. **Recognition Request, Marjory Stoneman Douglas Boys Baseball State Championship (Commissioner Cerra)**
   Consensus was reached to recognize the baseball team.

6. **Broward County Hall of Fame (Commissioner Cerra)**
   Consensus was reached to recognize James Bostic and Todd Fitzgerald.

7. **Solid Waste Authority Alternate (Commissioner Cerra)**
   Consensus was reached to appoint Commissioner Simmons as the alternate.

8. **US Conference of Mayors 94th Annual Conference (Commissioner Simmons, Mayor Brook)**
   Mayor Brook and Commissioner Simmons shared their conference experience, and highlighted best practices.

9. **Recognition Request, Lorna Brown-Burton (Commissioner McHugh)**
   Consensus was reached to recognize Lorna Brown-Burton.

10. **Police Contracts (Commissioner McHugh)**
    Commissioner McHugh raised concerns about officer departures to other agencies. Staff acknowledged these concerns and cited the local cost of living as an additional contributing factor and noted that contract negotiations end in 2027.

11. **ICSC Conference (Mayor Brook)**

Mayor Brook shared his experience attending the conference, encouraged future City representation at similar conferences, and requested the development of promotional materials to showcase the City at future events.

12. **Sterling Conference (Mayor Brook)**
    Mayor Brook provided a report on his conference attendance and encouraged future participation by Commission members.

13. **Proclamation Request, Extra Mile Day (Mayor Brook)**
    Consensus was reached to support the proclamation.

14. **Proclamation Request, White Cane Safety Day (Mayor Brook)**
    Consensus was reached to support the proclamation.

15. **Money Wise Campaign (Mayor Brook)**
    Mayor Brook explained the item and Commissioner Simmons noted additional program opportunities for high school seniors. Consensus was reached to have staff examine both initiatives during the next strategic planning session.

16. **Budget Forums (Mayor Brook)**
    Item not discussed.

17. **Leveraging Artists (Mayor Brook)**
    Discussion ensued on opportunities to leverage local artists. Consensus was reached to direct staff to provide recommendations for enhancing artist engagement and participation.

City Manager Communications

The following updates were provided:

- Provided an update on the sentencing of the individuals convicted in the murder of former Coral Springs Firefighter-Paramedic Christopher Randazzo.
- Announced that box trucks are no longer accepted at the waste transfer station.
- Reported that the City's triple-A bond rating had been reaffirmed.
- Announced that the City received the Award of Excellence from the American Planning Association Florida Chapter (APA Florida) for its project with Habitat for Humanity of Broward.
- Mayor Brook acknowledged former City Commission members in attendance.

Adjournment

There being no further business, the meeting was adjourned at 8:02 p.m.

_____
Georgia Elliott, CMC
City Clerk

CITY OF CORAL SPRINGS, FLORIDA

CORAL SPRINGS CITY COMMISSION

REGULAR MEETING

DRAFT SUMMARY

Wednesday, October 21, 2026
6:30 PM

Commission Chambers, City Hall
9500 W. Sample Road
Coral Springs, Florida 33065

Call to Order

Mayor Brook called the meeting to order at approximately 6:30 p.m.

Roll Call
Mayor Scott Brook
Commissioner Shawn Cerra
Commissioner Joshua Simmons
Commissioner Joseph McHugh

Also in attendance:
City Manager Catherine Givens
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Avery Basden, Sawgrass Springs Middle School, Grade 7
Ava Basden, Sawgrass Springs Middle School, Grade 7
Kensington Grogan, Ramblewood Elementary School, Grade 4

Recognitions/Proclamations/Presentations

1. **Quarterly Update, Coral Springs Community Chest, Chairperson Gillian Johnson**
   Chairperson Gillian Johnson extended condolences to the Mayor on the loss of his son, paid tribute to the late Vice Mayor Metayer, and provided a quarterly update on the Coral Springs Community Chest. A copy of the presentation was entered into the record.

2. **Recognition, Ronald Dan and Desiree Dan (City Commission)**
   The City Commission recognized Mr. Ronald Dan and Mrs. Desiree Dan for 20 years of culinary service to the City of Coral Springs, in honor of the 20th anniversary of Ron Dan's passing on January 26, 2027.

3. **Proclamation, National Community Planning Month 2026 (City Commission)**
   The City Commission to proclaimed October 2026 as "National Community Planning Month" in the City of Coral Springs.

4. **Proclamation, National Disability Employment Awareness Month (City Commission)**
   The Coral Springs City Commission proclaimed October 2026 as "National Disability Employment Awareness Month" in the City of Coral Springs.

Public Comment

- Joe Morera requested clarification on the City Manager's approved benefits, including their terms, duration, financial implications, eligibility, and applicability to family members and other City employees, emphasizing the importance of transparency.
- Robert Fogel extended condolences to the Mayor on the loss of his son, expressed concerns regarding property tax increases and the presentation of opposing viewpoints on the proposed property tax amendment, and advocated for taxpayer relief, fiscal transparency, and public trust. The Commission provided clarification regarding the participation of state legislators at previous meetings.
- Curt Tiefenbrun extended condolences to the Mayor on the loss of his son, expressed opposition to proposed Constitutional Amendment 3, and raised concerns regarding its potential financial impact on local governments, municipal services, and public safety funding.
- Jonnatton Gonzalez raised concerns regarding potential election-related issues in Ramblewood East, referenced related law enforcement incidents, and requested improved accountability from City staff.

Public Hearings/Special Meeting Announcements

5. **Ordinance 2026-116, First Reading, Amending FY 2026 Operating Budget (Ileana Kyriakides)**
   Request to hold public hearing and approve first reading of Ordinance 2026-116, which amends Ordinance 2025-117, as amended by Ordinance 2026-105 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2025-2026, by amending Exhibit "A", the Annual Operating Budget, to increase the Debt Service Fund by eighteen million eight hundred sixty four thousand and eight hundred ($18,864,800) for a total amount $29,148,920; and to set a second reading for November 5, 2026.
   Funding Source: Not Applicable.
   Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
   (REQUEST TO HOLD PUBLIC HEARING, APPROVE, SET SECOND READING)

   City Attorney Hearn read the item into the record. Director Kyriakides explained the item. The public hearing was opened and closed with no comments.

   Motion: To approve and set second reading.
   Result: Passed 4 – 0 (Unanimously)
   Mover: Commissioner Cerra
   Seconder: Commissioner Simmons

6. **Resolution 2026-039, Amendment to Community Development Block Grant (CDBG) FY 2025/2026 Annual Action Plan (Tina Jou)**
   Request to hold a public hearing and amend the City's FY 2025/2026 Community Development Block Grant (CDBG) Annual Action Plan to allocate $110,000 of available CDBG funding to the NW 39th Court project between Coral Hills Drive and Coral Springs Drive; adopt Resolution 2026-039 approving the amendment to said Action Plan; and authorize staff to transmit amendment and resolution to the U.S. Department of Housing and Urban Development (HUD) for approval.

Funding Source: Receiving Grant to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO HOLD PUBLIC HEARING, AMEND, ADOPT, AUTHORIZE)

City Attorney Hearn read the item into the record. Director Jou explained the item. The public hearing was opened and closed with no comments.

Motion: To amend, adopt, and authorize.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner McHugh

Consent

Motion: To approve Consent Items 7 through 12.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Cerra

7. **Minutes Approval (Georgia Elliott)**
Request to approve the meeting summary of October 7, 2026 Regular Meeting. (REQUEST TO APPROVE)

8. **Professional Engineering Design Services for NW 39 th Court from Coral Hills Drive to Coral Springs Drive – Sidewalk Path (Chad Maraj)**
Request to award the contract for RFQ #26-B-171 Professional Engineering Design Services for NW 39th Court from Coral Hills Drive to Coral Springs Drive to **Kimley-Horn and Associates, Inc.** of Raleigh, North Carolina in the amount of $205,000; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital with Grant Offset.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AWARD, AUTHORIZE)

9. **Proclamation, National Friends of Libraries Week (City Commission)**
Request that the City Commission proclaim October 18-24, 2026 as "National Friends of Libraries Week" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

10. **Historic Preservation, Certified Local Government Agreement (Tina Jou)**
Request to approve Certified Local Government Agreement between the City of Coral Springs and the State of Florida, Department of State, Division of Historical Resources to certify the City's Historic Preservation Program pursuant to Article VII Historic Preservation of the Land Development Code. (CON26-0006)
Funding Source: Not Applicable.
Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE)

11. **Public Safety Vehicle Rental Services (Brad Mock)**
Request to approve and ratify the five-year contractual term, ending August 17, 2031, set forth in contract # 26-C-141, Public Safety Vehicle Rental Services as Lead Agency for the Southeast Florida Governmental Purchasing Cooperative Group to **Enterprise**

Leasing Company of Florida, LLC of Coconut Creek, Florida, previously approved by the City Commission on August 18, 2026, which differs from the contractual term stated in the original summary sheet. All other terms and conditions of the agreement shall remain unchanged.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, RATIFY)

12. Use of Forfeiture Funds (Brad Mock)
Request to authorize the use of a total of $348,815 in Law Enforcement Trust Funds, $250,000 to pay for Seasonal School Resource Officers' salaries, Paying $75,000 for overtime expenses. It is anticipated that we will receive reimbursement from Broward County Sheriff's Office Money Laundering, and Narcotics Interdiction Task Force. The annual donation of $15,000 to the Coral Springs Police Explorers and funds to cover the annual continuation fee of $8,815 for CALEA (Commission on Accreditation for Law Enforcement).
Funding Source: Receiving Forfeiture to Expend.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO AUTHORIZE)

Policy Formation and Direction

13. Ordinance 2026-115, Second Reading, Convertible Virtual Currency Kiosks (Brad Mock)
Request to adopt and approve on second reading Ordinance 2026-115, creating Section 1032 of the land development code of the City of Coral Springs, entitled “convertible virtual currency kiosks”, to prohibit “Convertible Virtual Currency Kiosks” in certain places; providing for conflict; providing for severability; providing for codification; providing for an effective date. First reading held October 7, 2026.
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO ADOPT, APPROVE)

City Attorney Hearn read the item into the record and acknowledged receipt of a letter from Becker & Poliakoff requesting a postponement of the ordinance’s final reading. He noted that legislation taking effect in January would not provide the same protections for Coral Springs residents and recommended adoption of Ordinance No. 2026-115. Chief Mock reaffirmed his support for the ordinance. Discussion ensued.

Motion: To adopt and approve.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner McHugh
Seconder: Commissioner Cerra

14. Ordinance 2026-117, Second Reading, Communications Facilities (LDA26-0005) (Tina Jou)
Request to approve and adopt on second reading, Ordinance 2026-117, amending Chapter 25, Article XVI, Section 2501039 of the Land Development Code of the City of Coral Springs entitled, “Placement of Wireless Communications Facilities in the Public Rights-of-Way” relating to landscaping and design standards for Small Wireless Facilities; providing for conflicts; providing for severability; providing for codification. First reading held October 7, 2026. (LDA26-0005)
Funding Source: Not Applicable.

Strategic Goal: An Attractive Community.
(REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read the item into the record.

Motion: To approve and adopt.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Cerra

15. Ordinance 2026-109, Second Reading, Live Local Act (LDA26-0004) (Tina Jou)
Request to approve and adopt on second reading Ordinance 2026-109, amending Section 2501070 of the Land Development Code, entitled "Qualifying Development Pursuant to F.S. § 166.04151(7), Under the Live Local Act" and Section 2501071 of the Land Development Code, entitled "Site Plan Review Procedures for Applications Pursuant to the F.S. § 166.04151(7)" to ensure consistency with the current legislative updates; providing for conflict; providing for severability; providing for codification; providing for an effective date. First reading held October 7, 2026. (LDA26-0004)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT)

City Attorney Hearn read the item into the record.

Motion: To approve and adopt.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner McHugh

16. Appointment, Environmental Sustainability Committee (Tina Jou)
Request to consider appointment of Brianne Oliveira to the Environmental Sustainability Committee.
(REQUEST TO APPOINT)

Motion:To appoint.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Cerra

17. Appointment, Financial Advisory Committee (Kim Moskowitz)
Request to consider appointment of Gloria Guillo to the Financial Advisory Committee.
(REQUEST TO APPOINT)

Director Moskowitz explained the item.

Motion: To appoint.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Cerra
Seconder: Commissioner McHugh

18. Reappointments, Economic Development Advisory Committee (Kaitlyn Collier)
A. Request to consider reappointment of Michelle Brown to the Economic

Development Advisory Committee.
(REQUEST TO REAPPOINT)

B. Request to consider reappointment of Matthew Kinsey to the Economic Development Advisory Committee.
(REQUEST TO REAPPOINT)

C. Request to consider reappointment of Gil Sternbach to the Economic Development Advisory Committee.
(REQUEST TO REAPPOINT)

Motion: To reappoint.
Result: Passed 4 – 0 (Unanimously)
Mover: Commissioner Simmons
Seconder: Commissioner Cerra

Commission Communications

- Contact information and office hours were provided by the Commission.
- Extended condolences to the Mayor and his family on their loss and reaffirmed continued support during this difficult time.
- Congratulated staff on the successful Museum of Art gallery grand opening and expressed interest in tracking attendance and community engagement.
- Thanked Sports Coalition members for their leadership and commitment to youth athletics.
- Provided an update on the Solid Waste Authority, noting ongoing discussions regarding pricing and the postponement of the large-city representative election until January. Advised that a report would be provided at the next meeting.
- Recognized Florida Power & Light and City staff for their partnership in unveiling the new STEM classroom at Sawgrass Springs Middle School.
- Congratulated Officer James Bostic and Coach Todd Fitz-Gerald on their recognition by Marjory Stoneman Douglas High School and their induction into the Broward County Sports Hall of Fame.
- Encouraged attendance at the Coral Springs-Parkland Firefighters Cancer Awareness Pasta Dinner on October 24.
- Announced the upcoming City Commission Retreat and Public Safety Memorial ceremony on October 28.
- Encouraged residents to celebrate Halloween safely.
- Reflected on cherished memories with his late son, Matthew, and expressed appreciation to the City Commission, City staff, first responders, and community for their support during his family's loss.
- Thanked Church by the Glades and Coral Springs Funeral Home for their assistance with his son's Celebration of Life.
- Emphasized the importance of community unity, compassion, and mutual respect.

City Manager Communications

- Extended condolences to Mayor Brook and his family on the loss of his son.
- Past and upcoming events were highlighted.
- Emphasized cost-saving measures and the use of forfeiture funds to support law enforcement initiatives, including School Resource Officers, the Police Explorer Program, and CALEA accreditation.
- Commended City staff on the successful Museum of Art gallery grand opening and thanked the CRA for its financial support.
- Provided updates on downtown parking rates and validation options at the Modera buildings and reminded residents of free parking at City Hall.

- Encouraged attendance at the Coral Springs-Parkland Firefighters Cancer Awareness Pasta Dinner on October 24.
- Announced the Police Department's upcoming Senior Stroll with Police at Kiwanis Park on October 27.
- Reminded residents of early voting opportunities for the November 3 election and thanked City Clerk Georgia Elliott and her team for their election support. Directed residents to www.coralsprings.gov/Vote for additional information.

City Attorney Communications

- Extended condolences to Mayor Brook and his family on the loss of his son, Matthew, and expressed continued support.

Adjournment

There being no further business, the meeting was adjourned at approximately 7:48 p.m.

_____

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 5.

Meeting Date: November 5, 2026

Subject:
Special Magistrate Services (Tina Jou)

Requested Action:
Request to renew contracts #22-D-027P for Special Magistrate Services to Harry Hipler, P.A. of Dania Beach, Florida and Nabors, Giblin, & Nickerson P.A. of Tallahassee, Florida from January 1, 2027, through December 31, 2028. The estimated annual expenditure is $50,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

Funding Source:
Approved Operating Budget

Placement:
Consent

Attachments: Summary Sheet
#1 - Agreement with Harry Hipler, P.A.
#2 - Agreement with Nabors, Giblin, & Nickerson, P.A.

Background / Description:
On February 2, 2022, the City Commission awarded contracts to provide Special Magistrate Services to the City of Coral Springs to Harry Hipler, P.A. and Nabors, Giblin, and Nickerson P.A. Hearings.

Special Magistrates preside over code compliance, fire inspection, building, and reasonable accommodation hearings. The Special Magistrates' duties extend beyond presiding over hearings and include pre-hearing review time, as well as post-hearing review and the offsite execution of orders. Special Magistrates are expected to remain impartial in their dealings with all property owners, be mindful of the time and resources of both citizens and staff and apply consistent standards in their rulings.

The Code Compliance Division, City Attorney's Office, and Purchasing Division staff recommend renewing contracts #22-D-027P for Special Magistrate Services to Harry Hipler, P.A. of Dania Beach, Florida and Nabors, Giblin, & Nickerson P.A. of Tallahassee, Florida for an estimated annual expenditure of $50,000.

Presenting:
Tina Jou

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: November 5, 2026
Department: Financial Services
Initiated By: Michele Smith
DOC ID: 3846

SUBJECT: Special Magistrate Services (Tina Jou)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)

Request to renew contracts #22-D-027P for Special Magistrate Services to **Harry Hipler, P.A**. of Dania Beach, Florida and **Nabors, Giblin, & Nickerson P.A.** of Tallahassee, Florida from January 1, 2027, through December 31, 2028. The estimated annual expenditure is $50,000.

Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

ATTACHMENTS:

#1 Agreement with Harry Hipler, P.A.
#2 Agreement with Nabors, Giblin, & Nickerson P.A.

BACKGROUND / DESCRIPTION:

On February 2, 2022, the City Commission awarded contracts to provide Special Magistrate Services to the City of Coral Springs to Harry Hipler, P.A. and Nabors, Giblin, and Nickerson P.A. Hearings.

Special Magistrates preside over code compliance, fire inspection, building, and reasonable accommodation hearings. The Special Magistrates' duties extend beyond presiding over hearings and include pre-hearing review time, as well as post-hearing review and the offsite execution of orders. Special Magistrates are expected to remain impartial in their dealings with all property owners, be mindful of the time and resources of both citizens and staff and apply consistent standards in their rulings.

The Code Compliance Division, City Attorney's Office, and Purchasing Division staff recommend renewing contracts #22-D-027P for Special Magistrate Services to Harry Hipler, P.A. of Dania Beach, Florida and Nabors, Giblin, & Nickerson P.A. of Tallahassee, Florida for an estimated annual expenditure of $50,000.

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND HARRY HIPLER, ESQ. FOR SPECIAL MAGISTRATE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SPECIAL MAGISTRATE SERVICES is made and entered into this ____ day of _____, 2026 by and between the City of Coral Springs (hereinafter "CITY") and Harry Hipler, Esq. (hereinafter "CONTRACTOR").

WHEREAS, on February 2, 2022, CITY entered into an Agreement with CONTRACTOR for Special Magistrates services; and

WHEREAS, on October 16, 2024, the parties amended the Agreement to exercise the first two (2) year renewal term through December 31, 2026; and

WHEREAS, Section 3 of the Agreement permits two (2) additional two (2) year renewal terms upon the same terms, conditions, and pricing, provided that funds are available and appropriated by the City Commission, and one final renewal term remains; and

WHEREAS, both parties are desirous of exercising the final two (2) year renewal term and amending the hourly compensation to Two Hundred Dollars ($200.00) for that renewal term;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **TERM OF AGREEMENT**

The Agreement, as previously amended, shall be renewed for the second and final two (2) year renewal term commencing January 1, 2027, and ending December 31, 2028, provided that funds are available and appropriated by the City Commission. No further renewal term remains under Section 3 of the Agreement.

SECTION 3. **COMPENSATION**

Effective January 1, 2027, the hourly rate in Section 2 of the Agreement is amended from One Hundred and Fifty Dollars ($150.00) to Two Hundred Dollars ($200.00) per hour for the final renewal term. This amendment expressly modifies the same-pricing requirement of Section 3 of the Agreement for this renewal term. All other provisions of Section 2, including billing and payment in six (6) minute increments for actual services rendered, monthly invoicing, and payment of undisputed invoices within thirty (30) calendar days of receipt, remain unchanged.

SECTION 4. Section 7 of the Agreement shall hereby be amended in its entirety to read as follows:

RECORDS AND AUDIT

7.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

7.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

7.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

7.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 5. All other conditions and terms of the original Agreement, as previously amended and not specifically amended herein, remain in full force and effect.

SECTION 6. This Second Amendment to the Agreement shall become effective upon the approval by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and HARRY HIPLER, ESQ. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

_____
GEORGIA ELLIOTT, CMC, City Clerk

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Vanessa Dragutinovic
_____
VANESSA DRAGUTINOVIC
Assistant City Attorney

HARRY HIPLER, ESQ.

By: Harry Hipler
Harry Hipler (Oct 6, 2026 17:02:08 EDT)

Title: Attorney

Print Name: Harry Hipler

Second Amendment Agreement with Harry Hipler ESQ for Special Magistrate Services

Final Audit Report 2026-10-06

Created:	2026-10-06
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9Cjw2AW4ZuKpJZGZI9nQEqlGWxvcuF6Y

"Second Amendment Agreement with Harry Hipler ESQ for Special Magistrate Services" History

Document created by Michele Smith (mlmsmith@coralsprings.gov)
2026-10-06 - 8:14:02 PM GMT- IP address: 199.27.247.2

Document emailed to hhip@aol.com for signature
2026-10-06 - 8:16:13 PM GMT

Email viewed by hhip@aol.com
2026-10-06 - 8:17:15 PM GMT- IP address: 140.248.44.1

Signer hhip@aol.com entered name at signing as Harry Hipler
2026-10-06 - 9:02:06 PM GMT- IP address: 23.31.39.182

Document e-signed by Harry Hipler (hhip@aol.com)
Signature Date: 2026-10-06 - 9:02:08 PM GMT - Time Source: server- IP address: 23.31.39.182 - Signature Appearance Selected: TYPE

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-06 - 9:02:10 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-06 - 9:19:06 PM GMT- IP address: 199.27.247.2

Document e-signed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
Signature Date: 2026-10-06 - 9:26:14 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-06 - 9:26:14 PM GMT

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND VALERIE VICENTE, ESQ. FOR SPECIAL MAGISTRATE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SPECIAL MAGISTRATE SERVICES is made and entered into this ____ day of _____, 2026 by and between the City of Coral Springs (hereinafter "CITY") and Nabors, Giblin & Nickerson P.A. (hereinafter "CONTRACTOR").

WHEREAS, on February 2, 2022, CITY entered into an Agreement with CONTRACTOR for Special Magistrates services; and

WHEREAS, on October 16, 2024, the parties amended the Agreement to exercise the first two (2) year renewal term through December 31, 2026; and

WHEREAS, Section 3 of the Agreement permits two (2) additional two (2) year renewal terms upon the same terms, conditions, and pricing, provided that funds are available and appropriated by the City Commission, and one final renewal term remains; and

WHEREAS, both parties are desirous of exercising the final two (2) year renewal term and amending the hourly compensation to Two Hundred Dollars ($200.00) for that renewal term;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **TERM OF AGREEMENT**

The Agreement, as previously amended, shall be renewed for the second and final two (2) year renewal term commencing January 1, 2027, and ending December 31, 2028, provided that funds are available and appropriated by the City Commission. No further renewal term remains under Section 3 of the Agreement.

SECTION 3. **COMPENSATION**

Effective January 1, 2027, the hourly rate in Section 2 of the Agreement is amended from One Hundred and Fifty Dollars ($150.00) to Two Hundred Dollars ($200.00) per hour for the final renewal term. This amendment expressly modifies the same-pricing requirement of Section 3 of the Agreement for this renewal term. All other provisions of Section 2, including billing and payment in six (6) minute increments for actual services rendered, monthly invoicing, and payment of undisputed invoices within thirty (30) calendar days of receipt, remain unchanged.

SECTION 4. Section 7 of the Agreement shall hereby be amended in its entirety to read as follows:

RECORDS AND AUDIT

7.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

7.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

7.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

7.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 5. All other conditions and terms of the original Agreement, as previously amended and not specifically amended herein, remain in full force and effect.

SECTION 6. This Second Amendment to the Agreement shall become effective upon the approval by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and NABORS, GIBLIN, & NICKERSON, P.A. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Vanessa Dragutinovic
_____
VANESSA DRAGUTINOVIC
Assistant City Attorney

NABORS, GIBLIN & NICKERSON P.A.

By: Steve Miller
Steve Miller (Oct 7, 2026 14:13:34 EDT)

Title: President

Print Name: Steve Miller

Second Amendment Agreement with Nabors, Giblin, Nickerson PA

Final Audit Report 2026-10-07

Created:	2026-10-07
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQpG0HbrcgGCFJe9OjNNvSdCye8ewUOEO

"Second Amendment Agreement with Nabors, Giblin, Nickerson PA" History

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Michele Smith (mlmsmith@coralsprings.gov) added alternate signer Steve Miller (smiller@ngn-tampa.com). The original signer mmustian@ngn-tally.com can still sign.
2026-10-07 - 5:54:11 PM GMT- IP address: 199.27.247.2

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Signature Date: 2026-10-07 - 6:15:40 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-10-07 - 6:15:40 PM GMT

Summary Sheet

Agenda Item: 6.

Meeting Date: November 5, 2026

Subject:
Mobile Communication Services Contract (Brad Mock and John Whalen)

Requested Action:
Request to renew the State of Florida Contract #DMS-19/20-006C for Mobile Communication Services to **Cellco Partnership d/b/a Verizon Wireless Services, LLC** of Basking Ridge, New Jersey from November 5, 2026 through August 23, 2031. The estimated annual expenditure is $150,000.00; and to authorize the Purchasing Manager to approve the pending AT&T Wireless Contract that is within the designated procurement authority.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

Funding Source:
Approved Operating Budget

Placement:
Consent

Attachments: Summary Sheet
#1 - Agreement with Cellco Partnership d/b/a Verizon Wireless Services, LLC

Background / Description:

The City has utilized Cellco Partnership d/b/a Verizon Wireless Services, LLC for mobile communication services for approximately twenty-seven years through utilization of the State of Florida Contract and National Association of State Procurement Officials (NASPO) (formerly Western States Contracting Alliance) to obtain the lowest pricing available.

The City previously utilized the State of Florida Contract which expired on August 3, 2026. The State of Florida Department of Management Services has established a new contract with Cellco Partnership d/b/a Verizon Wireless Services, LLC. The contract is not exclusive, allowing the City to procure wireless services from additional carriers in the future, as needed.

The City's use of mobile communication devices has continued to increase with smartphones, air cards, iPads, laptops, and tablets which all require wireless services. This contract enables staff to determine the best plan according to individual users' needs and the ability to switch providers if different services are required. This agreement offers the lowest government pricing available as well as flexibility in various plans.

The Public Safety and Purchasing Division staff recommend renewing contract No. 22-A-075 utilizing the

State of Florida Department of Management Services Contract #DMS-19/20-006A for Mobile Communication Services to Cellco Partnership d/b/a Verizon Wireless Services, LLC of Basking Ridge, New Jersey for estimated annual expenditure of $150,000 utilizing the State of Florida Department of Management Services Contract #19/20-006C from November 5, 2026 through August 23, 2031. Request to authorize the Purchasing Manager to approve the pending AT&T Wireless Contract that is within the designated procurement authority.

Presenting:
Brad Mock and John Whalen

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Mobile Communication Services Contract (Brad Mock and John Whalen)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to renew contract No. 22-A-075 utilizing the State of Florida Department of Management Services Contract #DMS-19/20-006A for Mobile Communication Services to **Cellco Partnership d/b/a Verizon Wireless Services, LLC** of Basking Ridge, New Jersey from November 5, 2026 through August 23, 2031. The estimated annual expenditure is $150,000.00. Request to authorize the Purchasing Manager to approve the pending AT&T Wireless Contract that is within the designated procurement authority.
Funding Source: Approved Operating Budget.
Strategic Goal: Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

ATTACHMENTS: #1 – Agreement with Cellco Partnership d/b/a Verizon Wireless Services, LLC

BACKGROUND / DESCRIPTION:
The City has utilized Cellco Partnership d/b/a Verizon Wireless Services, LLC for mobile communication services for approximately twenty-seven years through utilization of the State of Florida Contract and National Association of State Procurement Officials (NASPO) (formerly Western States Contracting Alliance) to obtain the lowest pricing available.

The City previously utilized the State of Florida Contract which expired on August 3, 2026. The State of Florida Department of Management Services has established a new contract with Cellco Partnership d/b/a Verizon Wireless Services, LLC. The contract is not exclusive, allowing the City to procure wireless services from additional carriers in the future, as needed.

The City's use of mobile communication devices has continued to increase with smartphones, air cards, iPads, laptops, and tablets which all require wireless services. This contract enables staff to determine the best plan according to individual users' needs and the ability to switch providers if different services are required. This agreement offers the lowest government pricing available as well as flexibility in various plans.

The Public Safety and Purchasing Division staff recommend renewing contract No. 22-A-075 utilizing the State of Florida Department of Management Services Contract #DMS-19/20-006A for Mobile Communication Services to Cellco Partnership d/b/a Verizon Wireless Services, LLC of Basking Ridge, New Jersey for estimated annual expenditure of $150,000 utilizing the State of Florida Department of Management Services Contract #19/20-006C from November 5, 2026 through August 23, 2031. Request to authorize the Purchasing Manager to approve the pending AT&T Wireless Contract that is within the designated procurement authority.

PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS SERVICES, LLC MOBILE COMMUNICATION SRVICES

THIS PIGGYBACK AGREEMENT, made and entered into this _____ day of _____, 2026 (hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS SERVICES, LLC
a limited liability company
One Verizon Way
Basking Ridge, New Jersey 07920
(hereinafter "CONTRACTOR")

WHEREAS, on August 24, 2021, the State of Florida Department of Management Services ("DMS") entered into Contract No. DMS-19/20-006C for Mobile Communications Services (hereinafter "DMS Contract"), attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the DMS Contract became effective August 24, 2021, and DMS and CONTRACTOR executed Amendment No. 1, attached hereto and incorporated herein as Exhibit "B", effective August 10, 2026, renewing the DMS Contract for five (5) years through August 23, 2031; and

WHEREAS, the DMS Contract, as amended, has been reviewed by City staff and CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the DMS Contract, as amended, utilizing Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, which authorizes CITY to procure these services through such an arrangement; and

WHEREAS, the DMS Contract authorizes Other Eligible Users, including municipalities, to utilize the contract for Mobile Communications Services; and

WHEREAS, CONTRACTOR has agreed to honor the terms and conditions and prices of the DMS Contract; and now therefore

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the DMS Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the DMS Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. All references to Vendor in the DMS Contract shall be considered the CONTRACTOR for purposes of this Agreement.

C. The Agreement is renewed through August 23, 2031.

D. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County Florida.

E. ATTORNEY'S FEES AND COSTS

In the event that CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

F. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065,

GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

G. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

H. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

I. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination of this Section.

SECTION 3. CONFLICT
In the event of conflict between this Agreement and the terms and conditions set forth in the DMS Contract, the terms of the DMS Contract shall control

SECTION 4. In all other respects, the terms, and conditions of the DMS Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 5. This Agreement shall become effective upon City Commission approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS SERVICES, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

_____
GEORGIA ELLIOTT, CMC, City Clerk

_____
SCOTT BROOK, Mayor

Approved as to form:

Vanessa Dragutinovic
_____
VANESSA DRAGUTINOVIC
Assistant City Attorney

CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS SERVICES, LLC

By: Clifton Miller (Aug 28, 2026 00:43:57 GMT)

Title: Sr Dir-Contract Management

Print Name: Clifton Miller

Piggyback_Agreement_Verizon_Mobile_Communications - Coral Springs - signed (1) (1)

Final Audit Report 2026-08-31

Created:	2026-08-31
By:	Monica Edman (medman@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALbsS9zJ1CNyq0Qc1aOqWeTcSuv4fd3jY

"Piggyback_Agreement_Verizon_Mobile_Communications - Coral Springs - signed (1) (1)" History

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006C

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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CONTRACT

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Exhibits:

Attachment A – Definitions and Acronyms
Attachment B – Final Statement of Work
Attachment C – Final Service Level Agreements;
Attachment D – Contractor's Pricing, including:
    Exhibit 1 to Attachment D – Vendor's Services and Discounts Pricing
    Exhibit 2 to Attachment D – Vendor's Device List
Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Attachment F – ITN DMS-19/20-006

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CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Cellco Partnership d/b/a Verizon Wireless (Contractor) with offices at 4075 Esplanade Way, Suite 226, Tallahassee, FL 32399, each a "Party" and collectively referred to herein as the "Parties." The terms "Party" and "Parties" are defined as provided in this paragraph whether capitalized or not, unless stated otherwise.

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer, as defined in Attachment A, Definitions and Acronyms, to do so. The Department will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Notwithstanding the foregoing, the suspension of wireless services under the Contract is limited to two (2) ninety (90) day periods (a total of 180 days) per twelve (12) month period. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract for convenience. If the Department fails to provide notice in accordance with this section, suspended lines will be automatically restored to active billing status on the 91st day following each suspension period. Suspension of work will not entitle the Contractor to any additional compensation. However, the Customer will remain responsible to compensate Contractor for services ordered and delivered under the terms of this Contract through the date of termination. For the avoidance of doubt, the Contractor will not be compensated for any suspended services during the time of suspension.

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1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. The Department shall provide Contractor thirty (30) days' advanced written notice of such termination. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) terminate the Contract pursuant to Rule 60A-1.006, F.A.C, by notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified timeframe, which shall generally not be less than thirty (30) days from such notice, or (b) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work
4. Attachment C – Final Service Level Agreements;
5. Attachment D – Contractor's Pricing, which consists of:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing (i.e., End-User Price List)
    b. Exhibit 2 – Vendor's Device List
6. Attachment E – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

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

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SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

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3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time. Requested terms and conditions may be added to the PO, subject to negotiation between the Customer and Contractor.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and electronic invoices should include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due without prior receipt of a written notice of nonpayment, three (3) contact attempts, and a minimum sixty-one (61) day period after payment due date for State agency Customers to cure a payment default.

3.5 Travel

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

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the

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Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida or Federal law. The Contractor is authorized to collect government-imposed taxes, surcharges, and fees.

3.9 Return of Funds

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within two (2) billing cycles after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

Caitlen Boles
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 410-1423
Email: Caitlen.Boles@dms.fl.gov

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

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4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 921-0857
Email: jonathan.rakestraw@dms.fl.gov

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Raghib Quereshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Tallahassee, FL 32399
Telephone: (850) 413-0319
Email: raghib.qureshi@dms.fl.gov

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Miko Baldwin
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, 2nd Floor, Annapolis Junction, MD 20701
Telephone: (240) 280-3563
Email: Miko.Baldwin@vzw.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

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Tom Madden
Cellco Partnership d/b/a Verizon Wireless
4075 Esplanade Way, Suite 275, Tallahassee, FL 32399
Telephone: (850) 294-5171
Email: Tom.Madden@verizonwireless.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a written change request to the Contractor. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Managers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and do not require an amendment or change request.

5.3 Diversity Reporting

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

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

5.4 Designated Centralized Nonprofit Agency

Subject to the agency determination and to the extent applicable as provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT

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SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

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

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

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

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication 1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act,, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

Any dispute concerning performance of the Contract, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other party in accordance with Contract Section 5.1, Notices. The Parties shall designate individuals

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with authority to resolve the dispute, which for the Department, will be the Department's Contract Manager, and such individuals shall work diligently and in good faith to resolve the dispute within sixty (60) days. If the dispute cannot be resolved after sixty (60) days, the dispute shall be decided by the Department's Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Department's Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county within the State of Florida chosen by the Department.

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

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

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information

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may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

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

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

SECTION 7. WORKERS' COMPENSATION, GENERAL LIABILITY INSURANCE, INDEMNIFICATION, AND LIMITATION OF LIABILITY

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation, as evidenced by a Certificate of Insurance satisfactory to the Department, for the protection of employees not otherwise protected. The Contractor must require all subcontractors to similarly maintain Workers' Compensation Insurance for all of the latter's employees.

7.2 General Liability Insurance

At all times during the duration of the Contract, the Contractor, at its sole expense, and its subcontractors, if any, shall carry insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certificate(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

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Upon receipt of notice from its insurer(s), the Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation of any required insurance that is not replaced at least thirty (30) calendar days prior to cancellation. In the event of cancellation, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

However, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer, nor shall the foregoing indemnification obligations apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order.

If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it, in accordance with the Contract terms and conditions, to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

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

7.4 Limitation of Liability

For all claims against the Contractor under any PO, CSA, or contract entered into under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under such a PO, CSA, or contractfor direct damages shall be limited to the greater of $100,000 or two (2) times the dollar amount of such PO, CSA, or contract.

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Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The limitations of this section do not apply to the Contractor's obligations under section 7.3. Indemnification, and section 9.5, Other Indemnifications and Credit Monitoring, of the Contract.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

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8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for third-party claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Contractor.

The Parties agree that this Contract does not contemplate any development work, e.g., of software or any other intellectual property, for or on behalf of Customer that requires additional IP ownership rights to vest in Customer.

In the event the Parties agree that the Contractor will perform custom development work for or on behalf of Customer, which development work warrants the license or assignment of additional IP rights to Customer, the Parties shall enter into a separate agreement setting forth the work to be completed, the fees to be paid, and the rights to be assigned.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will implement and maintain best practices for technical and organizational controls to protect the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and such data is stored and

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secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other applicable State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States.

Notwithstanding the previous statement, services under this Contract relating to help desk services, system maintenance, and order processing review may be performed outside of the United States. Access to data that is not classified as personal information pursuant to section 501.171, F.S., or data that is not classified as confidential or exempt pursuant to any other Florida or federal law is allowed from outside the United States under this Contract, provided that the access is provided in compliance with Chapter 60GG-2, F.A.C.

Except as provided above, the Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States. The Contractor will not store any State Data outside of the United States.

The Contractor shall comply with section 501.171, F.S. The Parties agree that the Contractor shall provide the notifications required by sections 501.171(3) and (4), F.S. on behalf of the Department, in accordance with section 501.171(6)(b), F.S.

9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall follow and maintain its written security policy. The security policy or a high-level summary of the security policy subject to DMS acceptance is subject to disclosure within thirty-six (36) hours upon written demand by the Department or its designated agents or auditors and are subject to audit and screening. The security policy may be substituted with a high-level summary of the security policy. The high-level summary of the security policy is subject to DMS acceptance.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. To the extent known, the identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and

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4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and provide access to the written policy (or the aforementioned high-level summary) and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $5,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data while it is within the Contractor's control. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable in writing or by phone, but in all instances no later than one (1) Business Day of confirmation of Security Breach impacting the Services or credible allegation .

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information, to the extent known or should have been known, that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident, to the extent known or should have been known; and

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4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than seventy-two (72) hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any third-party claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected or by a Security Breach caused by the Contractor's negligence or willful misconduct, or violation of this agreement of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

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SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof as it relates to orders provided under this Contract. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s) pursuant to Section 1.3.3 of the Contract. The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor in writing. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The

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Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) business days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) business days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants the same level of preferential treatment that it would grant to similarly situated government Customers with respect to devices, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review copies of all the Contractor's and subcontractor's relevant data and records that directly relate to the Contract. The Parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. To the extent necessary to verify the Contractor's claims for

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payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, providing services directly under o the Contract, may be inspected by the Department upon fifteen (15) days' written notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents providing services directly under this Contract are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts directly relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work related to this Contract, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

12.3 Document Inspection

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of Contractor that are directly related to the performance of Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of Contractor which the Department determines are necessary to monitor the performance of Contract or to ensure that the terms of the Contract are being met. Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will have conducted a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

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The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file or applicable Contractor system. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years, where six (6) years of historical information is available, from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years where six (6) years of historical information is available from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations made pursuant to this subsection.

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The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

Contractor will ensure that all background screening of key staff will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all key staff have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract.

In addition, the Contractor shall ensure that all key staff have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon fifteen (15) days prior written notice to the Contractor during the term of the Contract. The parties shall agree in writing on the scope of the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. The Department will have the right to inspect the Contractor's working area, computer systems, and/or locations to ensure that Access to State Data is secure and that the background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

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The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To use its commercially reasonable efforts to promote the equitable utilization of this Contract to Other Eligible Users to any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all applicable state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer.

This section does not govern Contractor or third-party software (which includes applications and enhancement software) sold separately, which are not necessary to provide the WDS, WVS, or public safety services under this Contract (as examples device operating software or device firmware).

Any software (which includes applications and enhancement software) licensed separately by the Contractor or its third-party supplier to Customers for use will be governed by the written terms and conditions applicable to such software or application (e.g., End User License Agreements (EULAs)).

When Customers purchase any software (which includes applications and enhancement software) licensed separately, applicable terms and conditions (e.g., EULAs will be provided to Customers and may be provided via URL or click-through at point of sale or upon login to the third-party software application. The Contract will take precedence over any and all EULA's conflicting terms. Any provisions in applicable terms and conditions that require the Department to indemnify the Contractor are inapplicable.

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SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2845 SPECIAL CATEGORIES

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CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that is reasonably likely to have a material adverse impact on the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed.

The Contractor must notify the Department of any legal actions filed against it for a breach of a contract that is of similar size and scope to this Contract within thirty (30) days of the action being filed, unless such legal action is withdrawn or dismissed within such thirty (30) day period. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall within five (5) calendar days notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department, which shall not be unreasonably withheld.

However, the Contractor may assign its right to receive payment under the Contract without the Department's consent upon written notice to the Department, with documentation supplied to the Department as required.

In the event of any permitted assignment, the Contractor remains secondarily liable for performance of the Contract, unless such responsibility is waived by the Department in writing. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

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conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity at Contractor's expense, it may be returned within thirty (30) days of receipt, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure owned by the Contractor (e.g., bidirectional amplifiers, including antennas and power), Contractor will remove the commodity (except for cabling) from the premises within thirty (30) days, after notification of rejection, removal fees may be applicable, and the risk of loss will remain with the Contractor.

For Contractor-installed in-building infrastructure, commodities not removed by the Contractor within thirty (30) days of receipt of notification will be deemed abandoned by the Contractor, and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with applicable requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

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Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

8/24/2021

Date

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

DocuSigned by:
Todd Loccisano
CD86E5219D09460...

Signature

Todd Loccisano
VP - Commercial Deal Management (Wireless), Verizon Business Group

Print Name and Title

7/27/2021 | 9:59 AM MDT

Date

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Contract No.: DMS-19/20-006C
Attachment A – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent awarded this Contract pursuant to ITN DMS-19/20-006. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

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IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of the Final Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to ITN No. DMS-19/20-006.
Respondent	An entity that submitted a Reply to ITN No. DMS-19/20-006.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

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Ron DeSantis, Governor

Best and Final Offer

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

1.1 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.4 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.4.1 EUPL and Vendor's Device List

The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings.

The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices, and/or features provided at no cost should be identified as $0.00. Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices. All devices shall include an AC charger at no additional cost, however additional or replacement AC chargers may be offered with a cost associated. Contractor's may offer a price discount if a chargeable device is sold without an AC charger included.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the EUPL is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1. Smartphones
    a. Operating system, camera, removable memory (if available), hearing aid compatibility, mode, and other features.
    b. At least one (1) unlocked iPhone and one (1) unlocked Android smartphone.
2. Air Cards, USBs, and hotspots
    a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3. Tablets
    a. Operating system, camera, removable memory (if available), and other features.
4. Basic Phones.
    a. At least one (1) basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5. Accessories
    a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6. Public Safety Wearables
    a. Contractor's EUPL should state service prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The EUPL should include, as applicable, the following information for provided services and devices, at a minimum:

1. Non-pooled Plans
    a. Pricing and details of all non-pooled plans, which may include:
        i. Voice per minute rate plans: usage based, limited
        ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
        iii. Messaging plans: limited and unlimited

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iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.

i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.

ii. Description of billing for calls directly dialing or receiving from the same carrier.

iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2. Pooled Plans

a. Pricing and details of all pooled plans, which may include:

i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:

i. how the minutes are aggregated and credits are applied;

ii. how a Customer can have more than one pool;

iii. rollover minutes;

iv. pool limitations, e.g., limits to the number of users; and

v. included features, such as call waiting.

3. Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:

i. Standalone push-to-talk and add-on push-to-talk plans.

ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

iii. Description of services included in the monthly recurring costs and included features

1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.

2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.

3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4. Machine-to-Machine
    a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
        i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.
    b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.
    c. Description of services included in the monthly recurring costs and included features.
        i. Detail how measured usage is billed.
        ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.
5. Discounts
    a. All proposed discounts off accessories and devices.
    b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
        i. Describe any additional proposed discounts, such as 100% discount off activation fees.
        ii. Specific pricing for devices should be listed in the Vendor's Device List.
6. Additional Features, Fees, and Other Items
    a. The EUPL may describe and detail any additional offerings that are contemplated within the SOW.
        i. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
        ii. The EUPL may also include tiered pricing.
    b. There will be no activation fees for services and devices purchased off the Contract.
    c. There are no termination fees for services purchased off of the Contract.
    d. Rate plans shall be month to month, unless otherwise agreed in writing by the DMS Contract Manager.
    e. In the event that a rate plan includes a device subsidy and the Customer terminates services early, the Contractor may bill the Customer for the unpaid portion of the subsidized amount on the Customer's invoice. For example, a device is offered at discounted price if purchased with a twenty-four (24) month rate plan. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

1.4.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the combined pricing is competitive to market rates offered under state government contracts similar in size, scope and terms, specifically that it is equal to or less than combined pricing for similar offerings in the State of Texas, State of California, and State of New York and excluding rates for commercial contracts;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.5 Evolving Technology

This section is applicable to all services and equipment, including devices.

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The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.
    b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

Verizon's Evolving Technology

Verizon acknowledges the importance of ensuring delivery of services and devices that keep pace with rapidly evolving technologies and related service plans for customers purchasing under the State of Florida contract for Mobile Communication Services. In order to achieve this end, your Government Account Manager will keep DMS's authorized POC abreast of developments made possible through technological advancements as they become commercially available. As new technology becomes commercially available, DMS may add new plans, features and equipment that take advantage of the technology's functionality. If new equipment is needed, then the State may order new equipment in accordance with the terms and conditions for equipment upgrades as outlined in your overarching contract. Please note that the purchase of new equipment may require an extension of applicable line terms.

Verizon acknowledges the requirements for updating Vendor's Device List and EUPL as detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List. In order to ensure that we are offering the latest generation of devices and related service plans to DMS, Verizon can provide DMS with Quarterly Business Reviews (QBRs). These QBRs include, but are not limited to: a review of your recent account activity; cost saving opportunities and account optimization strategies; a discussion of new technologies, products and services; and any other items that you would like to discuss with us. From time-to-time your Government Account Manager may present new products, services, and offers outside of the QBR.

Our Commitment to the Verizon Wireless Network

Network leadership is the central element of our strategy, and we are continually investing in our network to extend our leadership. Since 2000, we have invested more than $145 billion nationwide to build and enhance our wireless network, and continue to make significant network-related capital investments, including spectrum acquisitions.

We've deployed multiple LTE Advanced features on our network that already contribute to our unparalleled, award-winning network performance; and we've led the charge in harnessing unlicensed spectrum with our work on LTE-Unlicensed (LTE-U) (precursor to License Assisted Access [LAA]) and Citizens Band Radio Service (CBRS) @ 3.5 GHz. By design and with consistent investment over time, we are in a great position to continue to meet the needs of our customers with the nation's most reliable network, and to extend our lead over the competition.

We are focusing our capital spending on adding capacity and density to our 4G LTE network while also building our next generation 5G network. We are densifying our network by utilizing small cell technology, in-building solutions and distributed antenna systems. Network densification enables us to add capacity to address increasing mobile video consumption and the growing demand for Internet of Things (IoT) products and services on our 4G LTE and 5G networks.

Our thoughtful technology choices, well-rounded spectrum assets and excellence in execution position us for continued 4G distinction and 5G leadership. Verizon has multiple network-related projects underway or planned for the near future.

5G Technology
Verizon is here. 5G will deliver enhanced fixed and mobile broadband, low-latency services and massive scale for IoT, which will transform all industries. 5G won't be a wireless "evolution," with better speeds and feeds, but a true revolution changing the way we work and interact: This means more connected services and devices, and higher broadband capacity that can benefit our entire society.

We started with America's most reliable network. Now, we're providing 5G Nationwide coverage for more than 200+ million people in 1,800+ cities. And, we have expanded our 5G Ultra Wideband, the fastest in the world*, to select areas of 57 cities.

- 5G Ultra Wideband uses the high-band, ultra-wide millimeter wave spectrum to deliver 5G. These ultrafast speeds and reduced lag time (latency) can enable advancements in technology such as augmented and virtual reality, autonomous cars, connected cities and more.
- 5G Nationwide uses low-band spectrum enabled by dynamic spectrum sharing (DSS), which allows customers with 5G-enabled devices to use the high-frequency millimeter spectrum 5G Ultra Wideband network where it is available and fall back on the low-frequency 5G Nationwide network where it is not available.

With these 5G technologies, our network has the power to deliver on eight capabilities, or currencies: Peak data rates, mobile data volumes, mobility, number connected devices, energy efficiency, service deployment, reduced latency and improved reliability. Initially, customers should expect our 5G Nationwide network to perform similarly to our award winning 4G LTE network. Performance and coverage will continue to grow over time.

*Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020. © 2020 Opensignal Limited

For Verizon, there are four critically important foundational elements that underpin the construction of our 5G network: Optical fiber, abundant Radio Frequency spectrum, Software-Defined Networks (SDN) and mobile-edge computing (MEC).

- **Fiber:** We are reinventing our network architecture around a common fiber platform that will support both our wireless and wireline businesses.
- **Spectrum:** In addition to our low and mid-band spectrum, we have spectrum licenses in the 28 and 39 Gigahertz (GHz) band, collectively called millimeter-wave spectrum, which is being used for our 5G-technology deployment.
- **Software**-Defined Networks (SDN): As organizations strive to stay ahead of the competition in an increasingly digital economy, we've expanded our offerings to help them accelerate their digital transformation to support future 5G capabilities. Verizon's Virtual Network Services will support 5G devices on software-defined wide area network (SD-WAN) platforms, making it easier to manage network traffic and application performance across a wide area network on both public and private networks. An extension of SDN is network slicing, the ability to partition the network into varying service levels of performance and offerings.
- **Mobile Edge Compute (MEC):** We will use multi-access edge computing to move intelligence to the edge of the network, to minimize latency, and to maximize network efficiency. We will also build in privacy measures that understand data context, including location.

Verizon's network legacy is rooted in being the first to deliver to customers the next-generation of wireless technology, nationwide, before any other carrier.

- On October 1, 2018, we launched the first commercial 5G network – our 5G Home Internet service for consumers – in parts of four cities on our 5G Ultra Wideband network; additional cities continue to be added
- In 2019, Verizon focused on dense, downtown areas and public spaces, and then rapidly expanded 5G availability
- Through October 2020, Verizon has launched our 5G Ultra Wideband mobile network in select areas of 57 cities as well as parts of 43 stadiums and arenas and 7 airports, with a goal of 60 cities by the end of 2020
- On October 13, 2020, Verizon launched its 5G Nationwide network enabled by DSS in 1,800+ cities

With 5G, we will continue to drive innovation across the technology landscape to bring new solutions to market for our customers.

Your Government Account Manager can provide additional network roadmap information through an Executive Briefing.

2. Contractor Staffing

This section is applicable to all services.

The terms "Contractor staff" and "staff" include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

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The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within sixty (60) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review candidates being considered by the Contractor for a key staff position described in this Contract.
    d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.
    e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.
    f. Vacancy.
        i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is

filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120)day requirement. **Attachment C, SLA-A1(b).**

ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.
7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as reasonably required by the Department.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
    b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
    c. Respondent's orientation and training for Respondent's staff assigned to the Contract;

d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

Verizon's Florida Government Support

Since 2004, Verizon has used a dedicated government sales and support model for all government sales in the state of Florida. The team is solely dedicated to state and local government and specifically trained in government contracting, ethics and compliance. This team provides local frontline sales and support to public safety, state, and local government as well as local EOC support during times of crisis. Today the team consists of over 40 employees living in Florida with a combined 240 years of experience supporting the State of Florida Department of Management Services Wireless Contracts with Verizon.

Structure:

Managing Partners (MP) are responsible for teams that are geographically dispersed between North, Central and South Florida. Each MP team consists of Government Major Account Managers (GMAM) and Senior Managers (SM) reporting directly to the MP while a team of Government Business Account Managers (GBAM) report directly to the Senior Manager with a dotted line to the MP. In addition, there are Government Business Account Specialists (GBAS) dedicated to each MP team for customer and team support. Additional support for the MP teams is provided by a team of Government Solutions Architects (GSA) that are geographically assigned to support the local teams, Global Enterprise Advisors dedicated to supporting billing and escalations issues within our larger accounts, Coordinator Business Operations (CBO) supporting the operations aspects of our current contract and a Client Partner (CP) which functions as the account and contract manager.

Current Head Count

- Managing Partners- 2
- Senior Managers-3
- Client Partner-1
- CBO-1
- GMAM-10
- GBAM-13
- GBAS-5
- GSA-4
- GEA-3

Verizon must retain discretion and control over assignment of account management, customer support or other such Verizon personnel. Our prospective employees are investigated and reviewed to determine whether they merit employment at the positions for which they applied. All such information remains confidential and shared with third parties only on a need to know basis. Our employees are covered by the Verizon Code of Conduct, which can be provided for your review upon request. At any time, you may provide feedback to us regarding the skills, qualifications and performance of any member of the account management team. We will make every effort to notify you of any changes in your account team.

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In the event of any change to any member of your account management team, we will work with DMS towards achieving a smooth transition. Additional account support procedures are available in the event of personnel change. In addition, you can use escalation procedures as well as the cross-trained skills and experience of many account support personnel.

We may review any recommendations from you, as allowed by law, that will assist us in placing a Client Partner or Account Manager with the appropriate skills to support your account initiatives.

Although our goal is continuity of the Verizon account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of your contract. The structuring of the Business and Government Customer Operations organization enables all members of the Business and Government Customer Operations organization to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS during the Contract term, including renewals. This is a required key staff position

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.
4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

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If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager. This is a required key staff position that must remain filled until the Contractor completes, and the Department accepts, the project closure documentation required by Statement of Work section 3.26.4.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications or equivalent experience:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current project management certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS, or at least two (2) years of equivalent work experience in lieu of a current project management certification.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

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The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications or equivalent experience:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day

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networking, service, and security issues, typically those involving real-time concerns. The individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications or equivalent experience:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable in lieu of a degree.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

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The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses, or a range of IP addresses, to be associated with wireless devices.. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. For closed user groups the Contractor must configure 1) public IP addresses owned by the State and Other Eligible Users or 2) private IP addresses furnished by the State and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers in public user groups.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

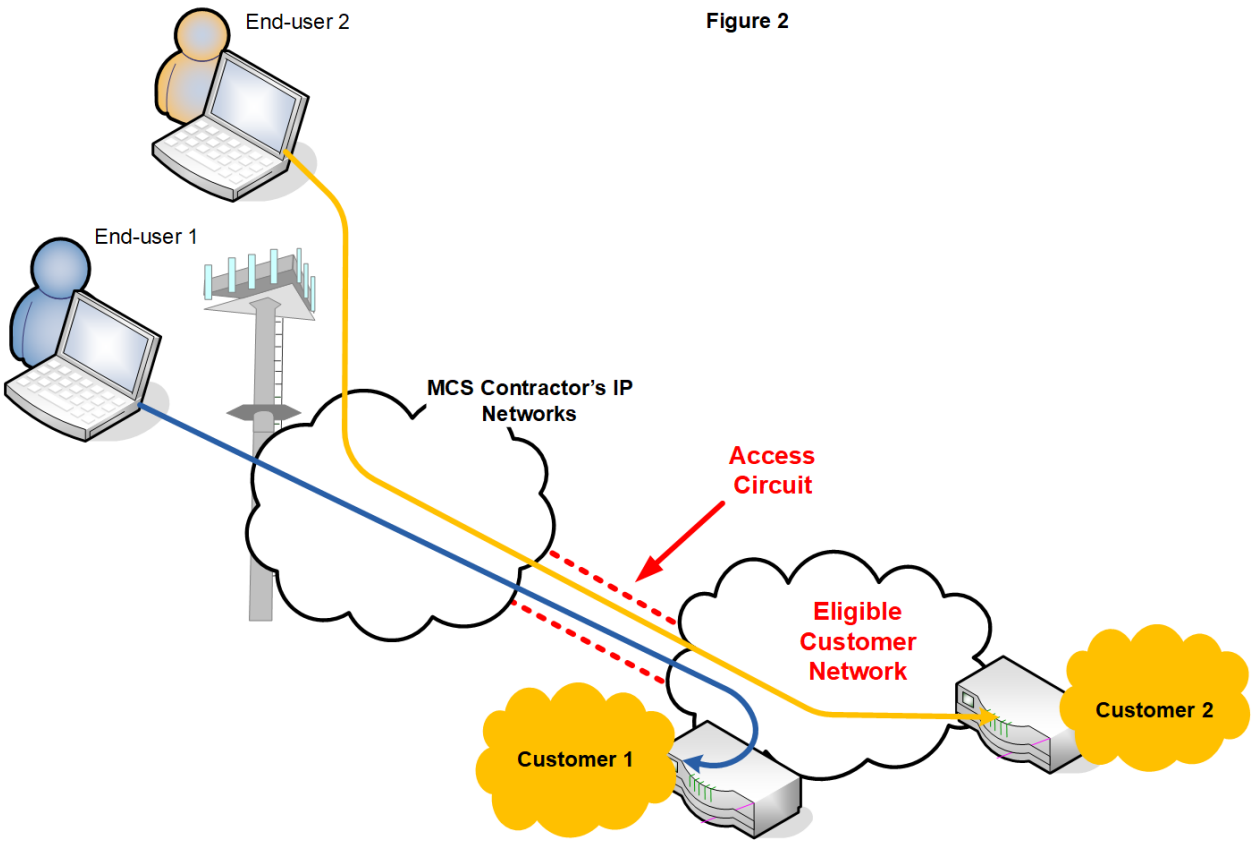
This subsection is applicable only to Wireless Data Services.

Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS. In accordance with SOW Section 3.15, Contractor will configure Contractor's end of the tunnels, and the Customer will be responsible for the Customer's end of the VPN.

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Access Circuit
Figure 2



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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.5 Wireless Data Service - Closed User Groups

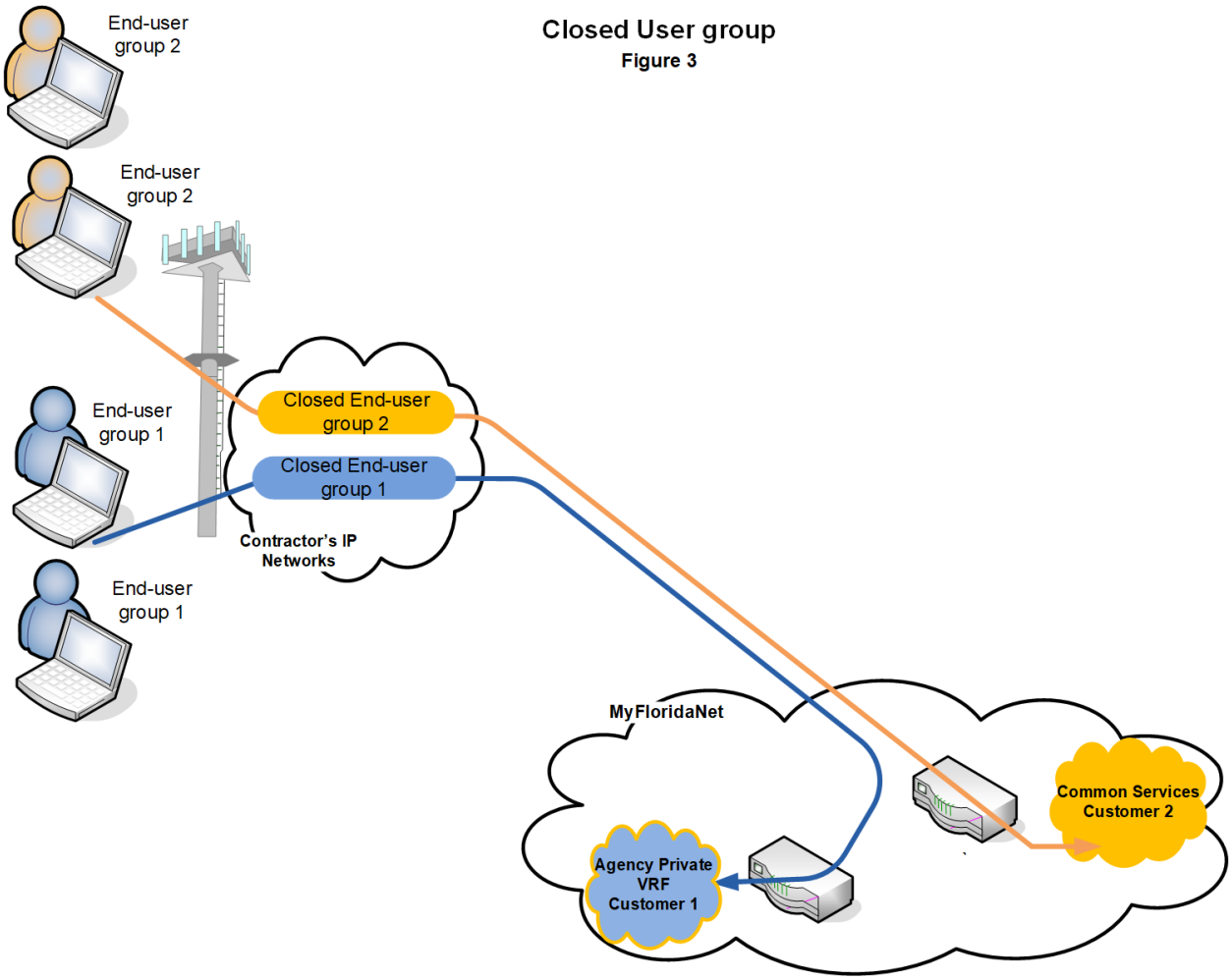
This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.

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Closed User group
Figure 3

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

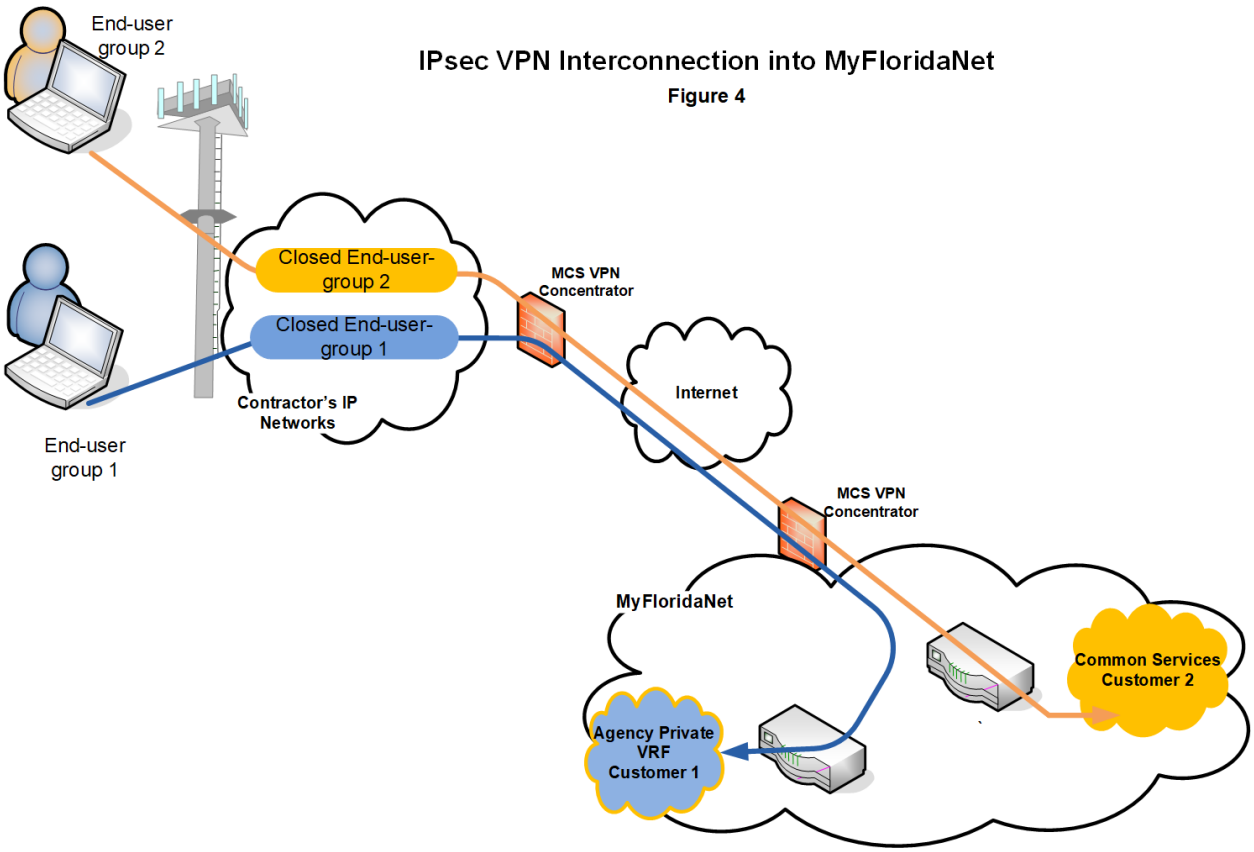
3.6 Wireless Data Service – Network-to-Network Interface Design

This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

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In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet
Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's

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interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover, or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the secondary MFN IPsec concentrator. Within Figure 4 above, this is shown as "MCS VPN Concentrator" directly adjacent to the MFN section. This is currently rented from and managed by the MFN contractor. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity specific to the Contractor's owned network to network connections and devices. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access (or an alternate solution, as proposed by the Contractor and accepted by DMS through the Change Request process) to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPsec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1,000 (minimum)

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.
4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.
7. Respondents may also propose an alternative design.

Advantages of Verizon Wireless Private Network

Verizon has been providing a Network to Network Interface into the MFN Network utilizing our Private Network Platform, as highlighted below, since 2012. The solution provides redundant connectivity into the VZ Network with a primary connection in Charlotte, NC and redundant/failover connection in Nashville, TN. As of 2018 these connections terminate into the new MFN2 network in Tallahassee, FL as the primary with Miami, FL being the redundant/failover connection. During migration to the MFN2 network, failover was tested and proved successful as did the successful migration of several live Closed User Groups.

Verizon Wireless Private Network enables DMS to use the state existing MFN network routing schemes and network protocols to manage the state wireless devices via a secure link between the wireless environment and agency local area network (LAN).

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

- Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.
- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost effectively power their networks.

Enhanced Features of Private Network

Tiered Hierarchy

Tiered Hierarchy design provides separate accounting/billing of data traffic for customers with multiple agencies, business units, departments or organizations whose data traffic traverses over a single Private Network. Billing can be separated for each agency, business

unit, and department or organization profile. It allows the financial cost to be attributed to the correct company or department.

Dynamic Mobile Network Routing
Dynamic Mobile Network Routing (DMNR) allows accessing IPv4 addresses of devices that are connected to wireless router for easier support and management. DMNR is a network-based mobile technology providing dynamic routing and support for mobile or stationary routers in primary wireless access or automatic wireless backup configurations using Mobile IPv4-based Network Mobility (NEMO) protocol, without the need for Generic Routing Encapsulation (GRE) tunnels or network address and port translation. This delivers the any-site-to-any-site connectivity wireline customers expect when solutions extend the corporate network (e.g., intranet).

Service Based Access
Service Based Access (SBA) is an optional configuration for Private Network that allows subscribers to have the same experience with assisted GPS (aGPS); Multi-Media Services (MMS); and Visual Voicemail as they have on the consumer network but with the added security of Private Network.

Traffic Management
Traffic Management is a Private Network feature, available only for Verizon's 4G LTE devices, that provides customers with a premium and differentiated network experience. Private Network Traffic Management uses Quality of Service (QoS) technology to enable application differentiation over the LTE Private Network using standards-based IP packet marking.

Private Network Traffic Management has a Monthly Access Fee per user according to the level of service selected. Private Network Traffic Management subscribers have access to two Classes of Services (CoS), Enhanced and Premium, to prioritize applications.

- **Enhanced:** Allows mapping of business applications up to a maximum of 2.0 Mbps Business Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth.
- **Premium:** Allows mapping of business critical applications up to a maximum of 12 Mbps Business Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth.

Private Network Traffic Management subscribers have the flexibility of mapping their business critical applications to the respective CoS.

Private Network Traffic Management (PNTM) capability is not available when roaming off the Verizon wireless network since the roaming partner’s network cannot establish the dedicated bearer, i.e., channel created between the device and gateway for transporting IP packets, used for PNTM.

International Roaming
International Roaming enables Private Network customers to have connectivity for their devices (such as Smartphones, Tablets, Machine-to-Machine/Internet of Things) when leaving the Verizon wireless network footprint (a.k.a. “outbound roaming”) on approved international roaming providers’ networks, whose wireless technologies include GSM, UMTS, HSPA, or 4G LTE.

Account Records Streaming
Private Network supports the option to have a direct feed of accounting records (Start and Stop fields/attributes) sent from the Verizon Data Streaming Server (DSS) to a designated

customer accounting server at no additional cost. The customer will receive the raw data (without modification or customization) can be parsed per the customer's reporting needs. The customer's receiving server must be capable of receiving and acknowledging raw accounting information.

Split Data Routing
Verizon Wireless Private Network customers looking for a more efficient way to route data traffic can do so with our split data routing solution. When you split the data flow, you can send secure private data one way and public traffic another. This separation reduces a customer's cost of managing in-house network capacity and firewall policies. Dual Access Point Name (APN) capability allows split data routing where the device uses multiple data connections – one to the Internet and another to Private Network.

How it Works
The functionality is device-driven, where the APN Class 3 (VZWINTERNET) data traffic is associated with an Internet designation and the APN Class 6 (the APN associated with the customer's Private Network) data traffic is for the Private Network.

- Device establishes data connectivity for APN Class 3 and 6.
- Device routes data to the designated APN Class 3 or 6 Packet Data Network.
- Customers must ensure that device security is implemented to protect private data from Internet data and to preclude:
  - mixing data packets associated with the Internet and Private Network
  - Internet data from traversing Private Network and private data traffic from the Internet
  - any Internet threats (e.g. virus, malware) from corrupting private data
- Verizon will route Internet data to our Public gateway and private data to the Private Network gateway with the connection to the customer's network.

The wireless device selected must have the ability to:

- Support multiple APNs including APN Class 3 and Class 6.
- Route Internet designated data traffic using the APN Class 3 and data traffic categorized for the customer's Private Network using APN Class 6.
- Separate Internet and private data traffic to ensure Internet data uses APN Class 3 only and private data uses APN Class 6 only.

Split Data Routing with Multi-Party Billing

Split Data Routing with Multi-Party Billing extends Verizon's billing and rating architecture to take a single MDN (Mobile Destination Number) and assign multiple financially responsible parties based on various service-based data streams from the same device.

- Only available on government-liable devices with Verizon's Private Network.
- Verizon bills enterprise for Mobile Private Network traffic and bills other enterprises/consumer for Internet traffic.

Verizon's Commitment to Industry Standards
Verizon complies with industry, statutory and regulatory requirements regarding safeguards and controls of protected information: Federal Communications Commission (FCC), Department of Justice (DoJ), Sensitive Personal Information (SPI), Customer Proprietary Network Information (CPNI), Payment Card Industry (PCI) & Intellectual Property.

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Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the International Organization for Standardization (ISO) 27002.2005 and National Institute of Standards and Technology (NIST) standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

Verizon Wireless executives are active participants in national wireless industry associations and organizations focusing on the latest technology and public policy developments. They are invited regularly by these groups to take on leadership positions to lend their knowledge and expertise.

DMS Private Network Design
Today, Verizon Wireless uses VRF isolation to isolate closed user Groups and handoff traffic to the IPSec tunnels provisioned across the Internet.

The Verizon Wireless Private Network offering is built around isolating the SUNCOM Client IP traffic from all other Private Network and Consumer traffic. At all points between the mobile device and the MFN network the SUNCOM Client IP traffic is encapsulated in a tunnel, isolated in a dedicated VLAN, VRF, PVC, etc. There are no “backdoor” or alternate paths into or out of this isolated environment which would allow access from any other entities or devices.

It is a standard option to permit or deny traffic within and between different SUNCOM Closed user Groups. This can be done as granularly as needed such that Group A could be permitted to communicate with other Group A devices as well as Group B devices, whereas Group C could be blocked from talking to other Group C devices as well as Group A and Group B devices.

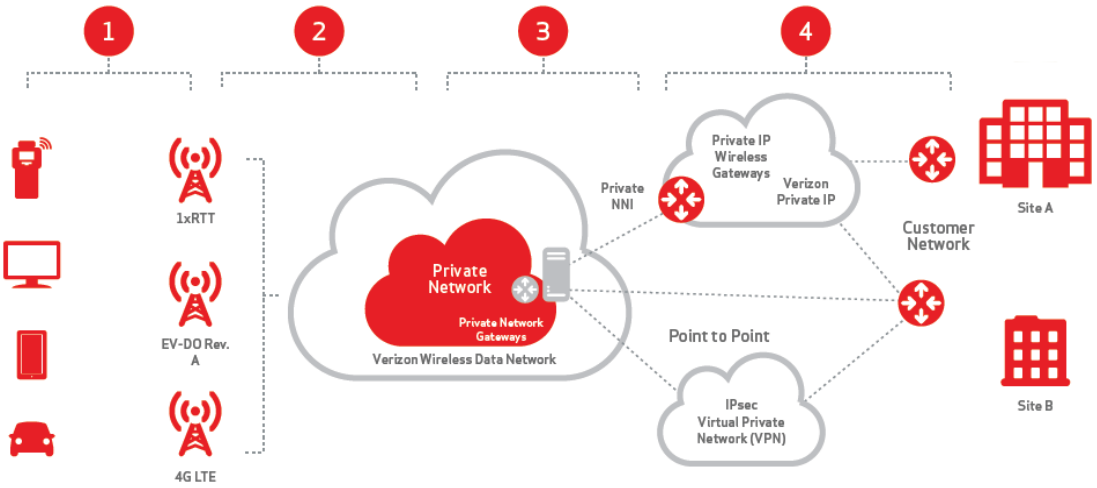
Verizon has created and maintained closed user groups. The closed user group is designed and configured so to isolate one closed user group’s IP traffic from all other. Each closed user group correlates to one unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF associated with the closed user group by the MFN Service Provider.

Redundancy
Network redundancy provides a backup path when the primary connection experiences a failure and can no longer support data traffic. Each Private Network is built with a primary and secondary gateway where the secondary gateway acts as a hot standby to provide support when the primary gateway has experienced a failure and can no longer operate. Once the primary gateway becomes operational, traffic will be redirected to the primary gateway, and the secondary gateway will go back into hot standby mode.

Connectivity redundancy provides a backup path when the primary connection between Verizon and the enterprise network experiences a failure that prevents traffic from moving over the connection. Verizon requires the connectivity redundancy.

Verizon Wireless Private Network Security
Data travels from wireless devices connected to the Radio Access Network, through the Private Network to a dedicated connection to the organization’s network. Each organization has its own Private Network whose traffic is kept isolated from the public Internet, avoiding unnecessary risk associated with unsolicited public Internet traffic. Only authorized subscribers may send and receive data.

With Private Network: 1) Devices are authenticated and authorized for each Private Network (only authorized data can traverse the designated network). 2) Data are routed per the customer-specific IP pools. 3) Dedicated Private Network Gateways are designated. 4) A direct connection is created between Private Network Gateways and the customer premises router. [See following diagram.]



Connectivity Options

With Private Network, you have the flexibility to connect in a way that makes the most sense for your network's configuration.

- **Virtual private network (VPN).** You can use VPNs to create a secure tunnel between your internal network and the Verizon gateway. Because your IT staff is probably familiar with setting up and managing VPN environments, this can be a simple and effective solution. With this option, all traffic from the Private Network gateway router is encrypted and sent over the tunnel, through the public Internet, to your organization location. It is possible to encrypt the entire path by layering additional technologies.

IPsec Parameters		Verizon Private Network VPN Complies Y/N
IKA (SA)	Main Mode	Y
Encryption Strength	3DES	Y
Authentication	Pre-Shared Key	Y
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)	Y
Perfect Forward Secrecy	Pfs	Y

Data Integrity Hash Algorithm	SHA	Y
IPsec (SA)	Quick Mode	Y
Security Association (SA) Lifetime	86,400 seconds (maximum)	Y
Authentication Type	HMAC-SHA	Y
Security Association (SA) Lifetime	28,800 seconds (maximum)	Y
Simultaneous Active Tunnels	1,000 (minimum)	Y

- **Dedicated physical circuit [Point to Point]**. A dedicated physical circuit can be installed at your location for the sole purpose of connecting to Verizon to complete the Private Network build-out. Because the circuit is dedicated, the entire bandwidth is available for use. No data traverses the public Internet, so the use of additional encryption technology is optional.
- **Verizon Private IP.** If your organization is already a Verizon Private IP customer, you can use that Private IP network to connect to the Verizon wireless network. This approach enables you to implement Private Network without affecting your existing network topology. If your organization is not a Private IP customer, Private Network and Verizon Private IP can be implemented together. Either way, you can combine the benefits of wireless with the benefits of a Multiprotocol Layer Switching (MPLS) network. When implemented with Verizon Private IP, all wireless data traffic can be routed directly to any location connected to Private IP. This simplifies network routing scenarios and provides redundancy for business continuity. Since both Private IP and Private Network are within the Verizon product portfolio, you have a single contact for product support. Customers also have access to additional hosted services from Verizon that could help drive increased return on investment and position your organization for the future.
- **Zero Tunnel Connectivity:** Zero Tunnel connectivity is designed for customers that require only mobile-to-mobile communication that does not require connectivity from the Private Network gateway to the customer premises (i.e., Private IP, dedicated circuit, VPN). Zero Tunnel configuration has no communication outside of the mobile IP pools and can be designed as a hub and spoke configuration where the central wireless device at the customer data center provides access to the customer-hosted applications to field/mobile devices.
- **Cloud Access:** Private Network can be constructed with connectivity to cloud service providers using Verizon's Secure Cloud Interconnect.

IP Addressing

Private Network supports Dynamic and Static IP addressing while offering a variety of IP addressing options that provide several levels of accessibility, protection and manageability. These options include enterprise-owned, private IP address assignment to the devices, essentially making the device a virtual extension of the wired enterprise network. This enables enterprise IT administrators to manage mobile stations and LAN devices using the same tools and techniques. For example, organizations can use the same firewall and routing schemes, and the IT administrators define which users get Internet access. This makes it easier for

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enterprise IT administrators to manage and monitor network usage and enforce company IT policies.

As more and more devices are being activated using IP, the availability of IPv4 addresses is greatly diminishing. Since the world is running out of IPv4 addresses, IPv6 has become the new standard for IP addressing. Enterprise and Government customers are transitioning to IPv6 to continue to grow and enable new, innovative services to be developed because more devices can be connected. Private Network's initial release of IPv6 support offers Dynamic IP assignment. It offers capabilities to apply IPv6 addressing to the wireless device's packet data connection and to the connection used between the Verizon Wireless Data Network Private Network Gateway and customers premises.

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

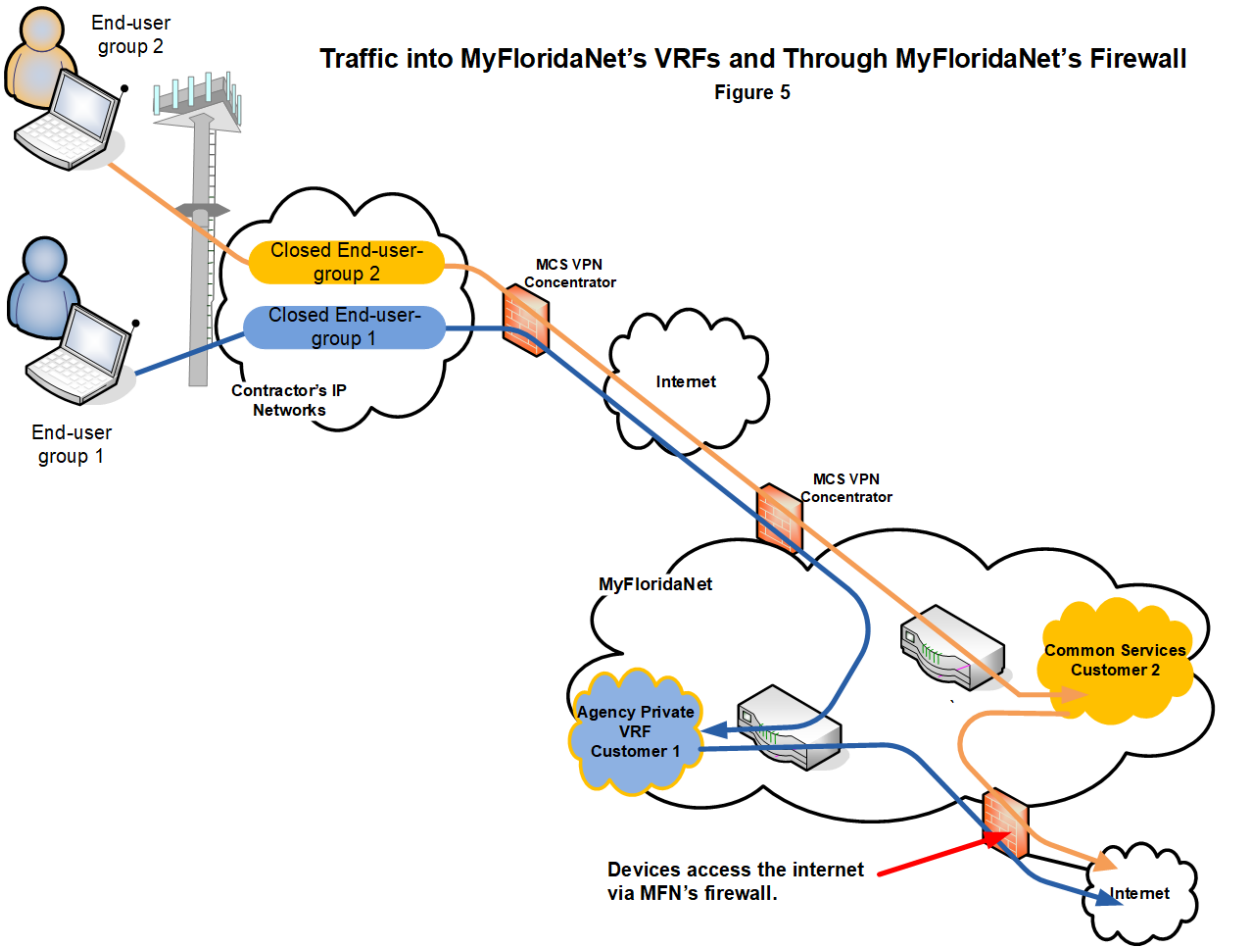
This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

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Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall
Figure 5

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

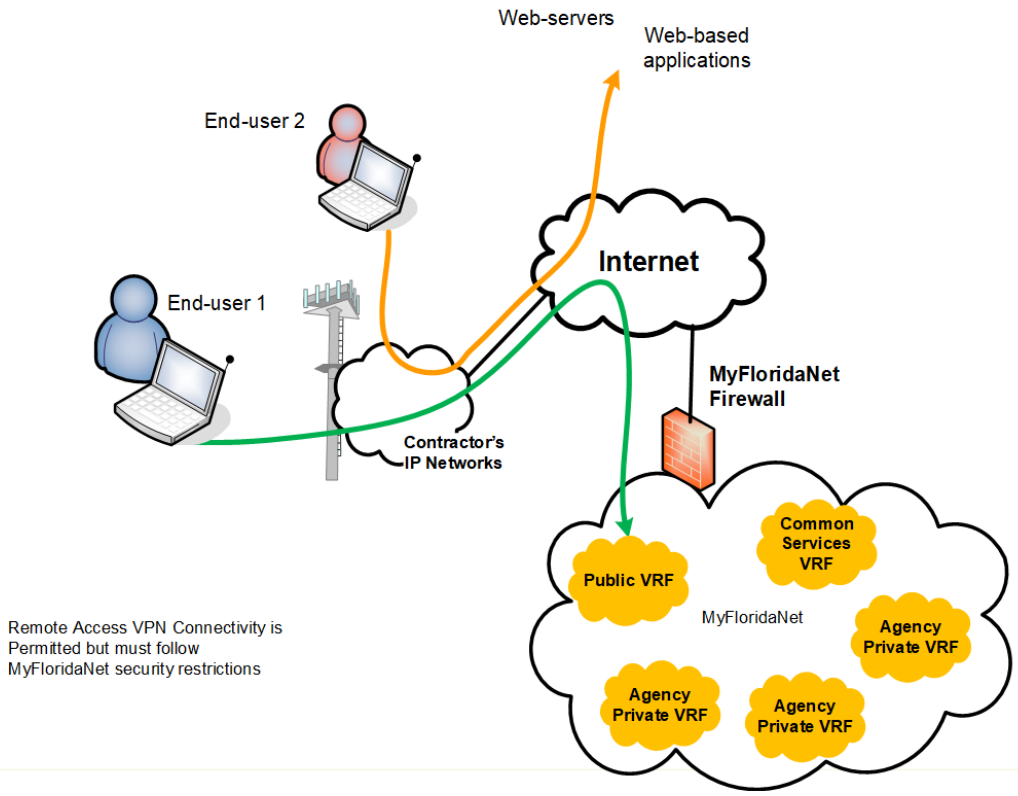
This subsection is applicable to only Wireless Data Services.

Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

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Routing Wireless Traffic Directly to the Internet
Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

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No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance.. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

Verizon Wireless Network Coverage

Verizon Wireless operates the nation's most reliable wireless network, with more than 120.3 million wireless retail connections (September 30, 2020).

- Our 4G LTE network is available to more than 99 percent of the U.S. population and covers 326.1 million people over more than 2.6 million square miles.
- LTE Advanced - Verizon customers in more than 2,000 markets can access the benefits of carrier aggregation and those in 1,100 markets can access 4x4 MIMO (Multiple Input, Multiple Output) and 256 QAM (Quadrature Amplitude Modulation) in addition to carrier aggregation

Up-to-date coverage maps are made publically available online. Future plans for enhancement and expansion of Verizon's coverage areas are considered confidential and proprietary. Our online Coverage Locator tool depicts our wireless coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available.

- Our online domestic Coverage Locator tool can be accessed at: https://verizon.com/coverage-map/
- Our online international Coverage Locator tool can be accessed at: https://verizon.cellmaps.com/

We have also provided coverage maps below for DMS' convenience, review, and consideration listed as "Attachment A" in the response.

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

This subsection is applicable to both WVS and WDS.

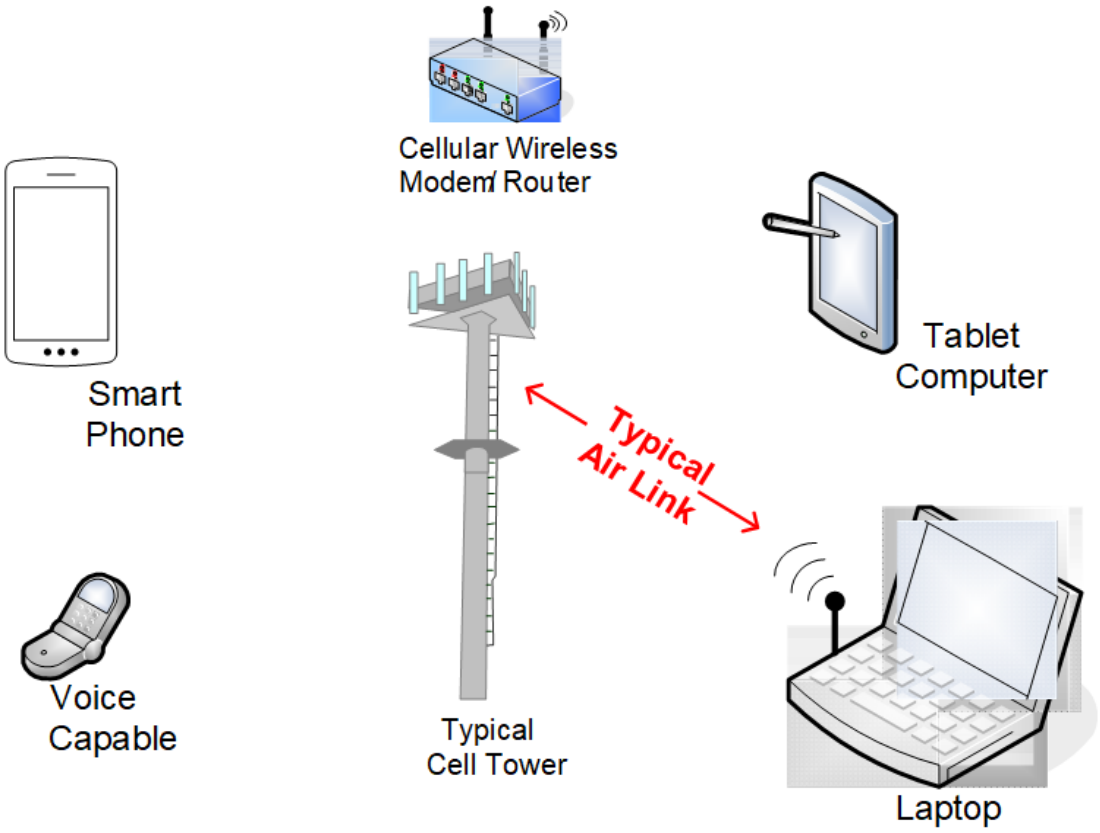
The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

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The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures, or a generalized description deemed acceptable by the DMS Contract Manager, upon request.

The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

Performance, Reliability, and Security

DMS expects performance, reliability and security from your wireless network. The increasing numbers of factors that are beyond your control heighten that expectation. The security team at Verizon Wireless works tirelessly behind the scenes to keep the network running while monitoring, identifying and eliminating security threats and malicious attacks before they reach a single mobile device under your supervision.

Our reputation for reliability and peak performance depends on the security of our network. Our sophisticated security infrastructure utilizes firewalls, routers, monitoring systems, software, device standards and security expertise to keep mobile communications and data out of the hands of hackers and data thieves so you can keep your workforce productive, connected and mobile.

Data security is an integral part of our corporate strategy. Addressing security needs is paramount to delivering solutions that meet the demands of a mobile workforce. Verizon Wireless deploys a multipronged strategy for network security that combines the expertise and resources of our internal engineering teams, external software development partners and vendors of the various commercial applications and products we offer. Our security strategy includes:

- **Wireless Standards and Services:** Verizon operates CDMA, 4G LTE and 5G standards-based wireless access technologies, which offer robust security-based encoding, authentication and encryption. Wireless services are enabled and designed to enhance the mobile experience while maintaining security.

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- **Policy and Governance:** Verizon has created enterprise-wide policies that conform to the ISO 27002.2005 and NIST standards for the protection of customer and employee information.
- **Vulnerability Management:** Verizon has implemented a four-stage (Discovery, Assessment, Remediation and Validation) vulnerability management model to guard against vulnerabilities.
- **Risk Management:** Verizon conducts penetration testing by both Verizon employees and contracted third-party entities; the results of the security risk assessment are used to decide whether or not to move forward with a commercial launch of the product.
- **Security Monitoring & Response:** Verizon has a dedicated team of certified security professionals (CISSP, GIAC) as part of the Network Cybersecurity Center (NCC) to ensure incidents are identified, the method by which the breach occurred, and to make all necessary changes to prevent a reoccurrence of that event. The NCC team is on-call on a 24/7 basis.
- **Physical Security:** Verizon has implemented partitioned access control systems by which access is granted based on individual needs. The wireless Network centers and cell sites are designed and equipped with intrusion detection and alarm systems and alarm conditions of all types including those from the access control systems (ACS) and the intrusion detection systems (IDS) are monitored and logged in at least three locations.

Verizon complies with industry, statutory and regulatory requirements regarding safeguards and controls of protected information: Federal Communications Commission (FCC), Department of Justice (DoJ), Sensitive Personal Information (SPI), Customer Proprietary Network Information (CPNI), Payment Card Industry (PCI) & Intellectual Property. See also attached information security document for detailed information regarding how Verizon's information security policies and practices will support the maintenance of security of DMS' MFN interconnection.

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's

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network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State’s emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall ship the specified quantity (up to 100 of each type (basic, Smartphone, MiFi, USB) requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request, and deliver within forty-eight (48) hours. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

Resilient by Design

Our wireless infrastructure is designed to provide customers with a resilient network that is fault-tolerant and cost effective. Verizon's two wireless Network Operations Centers (NOCs) serve as the hubs of our regional network operations. The NOCs are located in Bedminster, NJ, and Westlake, TX, and operate 24/7/365. The NOCs detect network failures, diagnose the failure, send out repair personnel and track the problem to conclusion. NOCs monitor cell sites, mobile switching centers, mobile data switching systems and transmission facilities for potential problems. If an outage occurs, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

Equipment electronically tracks system alarms and immediately reports them to our surveillance engineers to investigate and act on promptly. When an alarm is activated, the system gives detailed information, including cell location, the switch location, contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. The network management system also gives our network surveillance engineers the ability to perform remote diagnostic procedures and, in some cases, restoration of service.

Network Surveillance and Alarm Monitoring

We continuously monitor all of our data networks for congestion. We respond immediately to increased capacity needs where necessary and use internal statistical information, drive

testingand a third-party monitoring service to evaluate network performance. Peaks of concentrated traffic may, from time to time, cause heavy network usage; however, we engineer our systems to support a typical volume during the busiest hours of the day.

The Data Network Operations Center (DNOC) has procedures in place that are designed to troubleshoot and/or resolve problems that may arise. These include the following:

- Availability of a Data Help Desk and DNOC for problem resolution
- Prompt investigation of problems;
- Notification of key individuals, including wireless data engineers and technical experts, if necessary
- Establishment of estimated time frames for actions and resolution
- Upon resolution, notification to the customer

Alarm Procedures

Business Hours (08:00 - 17:00)
During business hours, surveillance engineers will alert regional network operations of critical alarm conditions. Regional operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. It will also notify the NOC of trouble resolution.

After Hours (17:00- 08:00)
After business hours, the NOC will initiate corrective actions on critical alarms. Failure to remotely diagnose and correct equipment problems will result in a page to regional “night watch” personnel. Regional operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. It will also notify the NOC of trouble resolution.

Outage Notification
Unscheduled outages will be reported immediately to an automated voicemail system that will notify appropriate Verizon personnel. System engineers will coordinate scheduled maintenance outages.

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight. All reports are to be provided at the enterprise level (i.e., for all Customers that utilize this Contract) and shall exclude any information regarded as Customer Proprietary Network Information (CPNI). Should the Contractor provide the reports through a portal, dashboard or other self-managed web-based tool, the Department’s access must allow enterprise reporting.

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)

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c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
e. Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
f. Weekly Transition Status Reports during Transition (Subsection 3.24)
g. Project Status Report, SLA-D3 (Subsection 3.26.2.3)
h. Incumbent Contractor Weekly Migration Report, SLA-D7 (Subsection 3.26.5)
i. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
j. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
k. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
   a. Identification and validation of products/services and rates;
   b. Compilation of statistics on products/services from a high level to a detailed level;
   c. Inventory of devices;
   d. Services and devices trend information;
   e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
   f. Ad hoc reports, for data and information that is available and accessible to Contractor which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request, unless due to the amount of data required, DMS grants a longer timeframe after discussion with the Contractor.

Given the statements in this subsection:
Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

Reports, Updates, and Notifications Requirements

Verizon currently provides DMS with reporting and data for contract oversight: This reporting includes the requisite updates and notifications in accordance with the requirements of its existing contract with DMS-1011-008C. Upon contract award, Verizon will work with DMS to ensure mutually agreeable reporting and notification criteria as detailed in section 1a. through 1m. of the agreement are met or exceeded.

In addition, DMS can take advantage of the reporting available through Verizon's My Business online web portal to meet the requirements of 2a. through 2f. listed above as described in Section 3.20 of the SOW.

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

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1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If it is the last billing cycle of the service and credits exceed any payment due to the Contractor, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to “business days,” all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.
2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department’s discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
    a. The Customer provided incorrect information in its order, including an incorrect address.
    b. The Customer did not attend a confirmed scheduled appointment.
    c. The Customer was unresponsive to calls or emails.
    d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.

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2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19 Item 4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

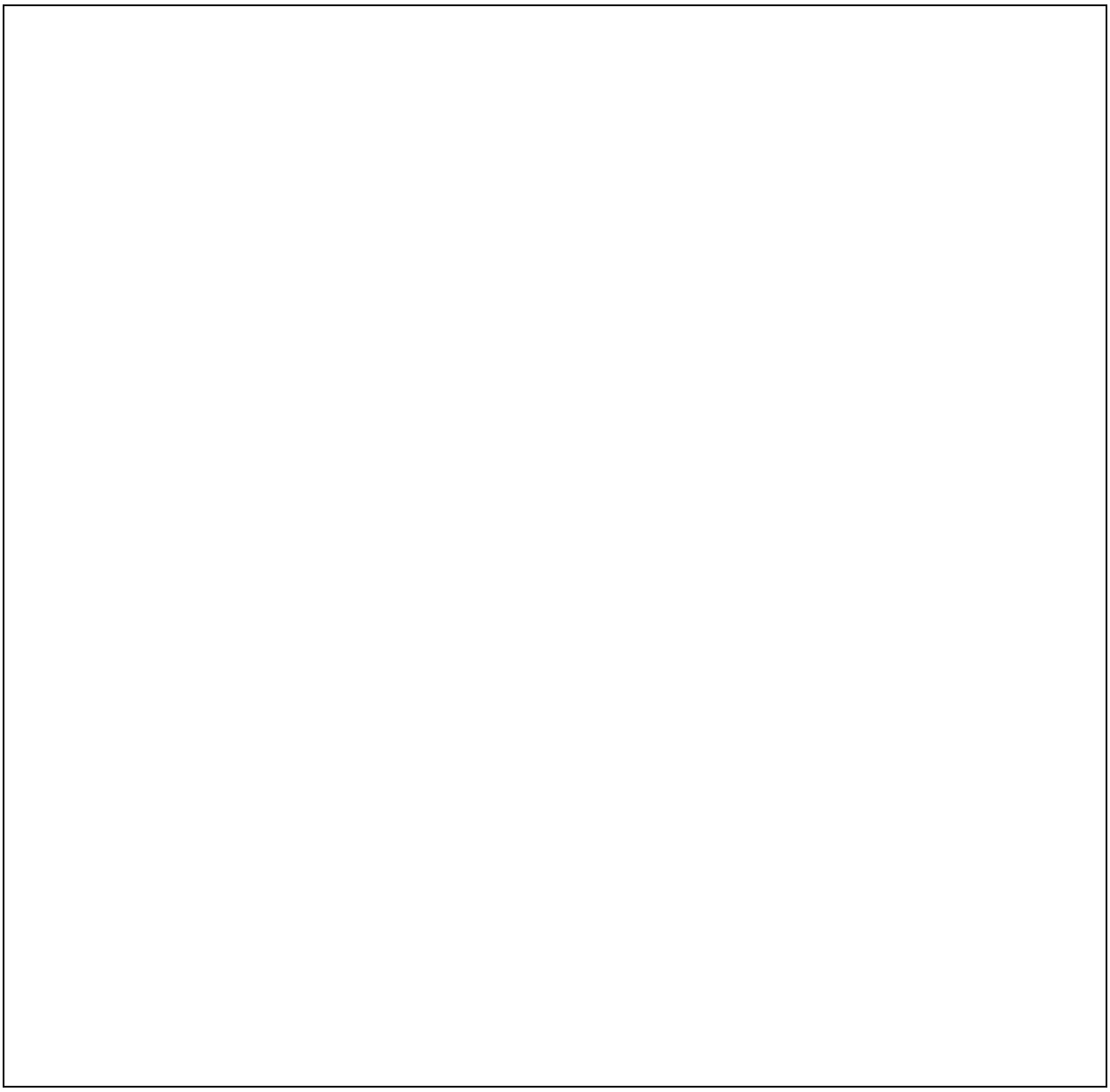
3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
   i. allow DMS to assess performance against measurable service levels;
   ii. include all SLAs in Attachment C – Service Level Agreements;
   iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;
   iv. not be locked or password protected;
   v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
   vi. will be coordinated with the Contractor and approved by DMS with regard to format, content, and level of detail.
2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the

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relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**

2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Electronic notifications are required in advance of planned maintenance during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.**

   Electronic notifications are required for emergency and unplanned outage activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, reason for emergency or unplanned outage, and duration if available. The reason for emergency or unplanned outage and duration may be sent in a follow-up notification. Changes to the estimated duration should also be sent (if available). **Attachment C, SLA-B8 and SLA-B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.

4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

Customer Support

Monthly Escalation Reports

Verizon will support DMS with a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support.

Quarterly Zero Usage Reports

Verizon will continue to provide a high-level summary of End- user devices that show no usage (i.e., zero minutes, zero texts, and zero data) quarterly. You can also obtain this report through Verizon's My Business online portal.

Escalation Process

Your authorized contact also has the option of contacting your Global Enterprise Advisor/Account Manager for assistance in managing your account.

Your first point of contact for trouble with your voice or data services is our Business and Government Customer Operations (BGCO) organization. Members of our BGCO teams can conduct rudimentary device and network troubleshooting. Concerns related to quality of service, such as the inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation.

In the event BGCO representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted.

Contact	Name	Phone Number
Client Partner - Public Sector, Verizon Business Group	Tom Madden	850.294.5171
Global Enterprise Advisor	Paris Perkins	1.800.757.0699 ext. 2103721

If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number
Solutions Executive Federal	John Amorielle	843.670.6648
Senior Manager- Business Government Customer Operations	Andrew Cuozzo	443.820.4002

A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number
Director- Business and Government Customer Operations	Joseph Chuisano	410.694.3400

Complex situations may require research and may take longer to resolve. In these situations, we will research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.

Notifications

The Network Event Notification (NEN) Program is a courtesy service that provides notice to your organization about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. Your organization may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notification and Notification Process

Network event notifications will issue to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your service with us.

A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.

An unplanned network event is sent when we receive confirmation there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contact may receive the notification regardless of whether or not your end users are affected.

There are four types of unplanned network event notifications:

- Initial – Sent when the disruption is confirmed
- Update – Sent every half hour until the service is restored
- Restored – Sent when the issue is resolved and service is restored
- Informational – Sent when it has been determined that a brief service disruption occurred on the network, but was resolved before an alert was issued

If you receive a notification, there is no need to take any action. Our network engineers will be working to resolve the issue and you will receive an update when it is resolved.
Both planned and unplanned event notifications will include the following information:

- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g., 4G LTE, Enterprise Messaging)
- Affected Location: (e.g., Dallas, Texas)
- Affected Counties: (e.g., Freestone, Grayson, Kaufman, Fannin, Rockwall, Dallas, Henderson, Collin, Hunt, Ellis, Van Zandt, Navarro, Denton)
- Tracking Number: (e.g., 123456)

Self-Service Portal
The self-service NEN portal includes the same network event information as is contained in the notification emails. The information is presented in user friendly views with data maintained for up to four weeks.

You can access the NEN portal directly through Verizon's My Business online resource or via https://m2m.verizonwireless.com/m2m/index.html#nenManageEnrollment

Enrollment by Services
Your organization may choose to receive notifications when all or at least one of the following covered services is operating below normal thresholds:

- 1X
- 4G LTE
- 3G Network Extender
- 4G Network Extender
- HD Voice (formerly known as Advanced Calling)
- Call Processing
- Domestic Roaming-Data
- Domestic Roaming-Voice
- Enterprise Customer Mapping Solution
- Enterprise Messaging
- EV-DO
- Enhanced Virtual Private Network
- International Roaming Data-GSM
- International Roaming Voice-GSM
- IOT Grid Wide Utility Solutions
- Location-based Service
- LTE in Rural America
- Network API
- OTA 4G Device Management
- One Talk
- Push To Talk
- Push To Talk Plus
- Blackberry
- SMS & Voicemail Notification
- Static IP (Euless, TX)
- Static IP (Hickory Hills)
- Static IP (Plymouth Meeting)
- Static IP (Sunnyvale)
- ThingSpace Manage
- Usage Controls
- Verizon Digital Signage

- Verizon Messaging Gateway
- Voicemail & Notification
- Visual Voicemail
- Visual Voicemail - iPhone
- Voice Cypher
- Wi-Fi Calling

The following are for Private Network (you may select all or at least one option from the list below):

- Verizon Wireless Private Network - Aurora
- Verizon Wireless Private Network - Birmingham
- Verizon Wireless Private Network - Branchburg
- Verizon Wireless Private Network - Charlotte 1
- Verizon Wireless Private Network - Charlotte 2
- Verizon Wireless Private Network - Columbus
- Verizon Wireless Private Network - Euless 1
- Verizon Wireless Private Network - Euless 2
- Verizon Wireless Private Network - Hickory Hills
- Verizon Wireless Private Network - Las Vegas
- Verizon Wireless Private Network - Lodge (Detroit)
- Verizon Wireless Private Network - Omaha
- Verizon Wireless Private Network - Plymouth Meeting
- Verizon Wireless Private Network - Redmond Ridge
- Verizon Wireless Private Network - Rocklin
- Verizon Wireless Private Network - Westborough

The Network Notification Program is offered as a courtesy only. In no event shall the failure to provide outage notifications subject Verizon to penalties or damages of any kind. Verizon reserves the right to modify or discontinue outage notifications at any time.

Support Team
Our Business and Government Customer Operations (BGCO) teams are trained to address your inquiries related to our wireless services. They operate out of three full-service centers across the country:

- Hanover, MD, Mon - Fri, 8 AM - 7 PM ET
- Alpharetta, GA, Mon - Fri, 8 AM - 7 PM ET
- Salt Lake City, UT, Mon - Fri, 8 AM - 7 PM MT

The BGCO team assigned to your organization is determined by the geographical area of your headquarters location and can be reached toll-free at 800-922-0204.

In the event your employees seek assistance after your BGCO team's hours, our standard full-service wireless Customer Care team is available from 8 AM - 9 PM, Monday through Saturday, and 8 AM - 5 PM on Sunday, in each time zone. Customer Care can be reached toll free at 800-922-0204 and airtime-free at *611 from the wireless device. These Customer Care representatives are not specifically trained to support our corporate accounts, but can address many of your employees' inquiries.

3.20 Contractor's MCS Portal

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This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;
6. user guides;
7. equipment definitions and specifications;
8. maintenance information;
9. product configuration options; and
10. may include other information as mutually agreed to and approved in writing by the DMS Product Manager, such as whitepapers and diagrams.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

Contractor's Portal

Verizon's My Business online resource is a self-service tool that enables your organization to manage your wireless accounts. You can view and pay your bills, create business structures, view select reports and maintain your account. Additionally, your designated employees can purchase equipment, accessories and service using My Business' functionality.

With My Business you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number
- View individual phone information, such as airtime usage and call detail
- Modify mobile number information to allow for specific, customized analysis

My Business provides a wide variety of comprehensive standard wireless reports, such as:

- Charges Reports

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- Additional Charges – details monthly access, equipment charges, service & feature charges and taxes
- Airtime Charges Detail – Details call usage and charges
- Airtime Charges Summary – A summary of all your charges including taxes, services & features, access, airtime, etc.
- Analyze Phone Charges – Detail view of charges and calls
- Analyze Roaming Charges – Detail view of roaming calls
- Most Expensive Calls - Calls with the highest charges
- Purchase – All purchase activity details and charges

- Usage Reports
  - Account Unbilled Usage – Current unbilled usage for the account
  - Billed Data Details – Data session details for multiple wireless numbers displayed simultaneously
  - Billed Messaging Details – Message details for multiple wireless numbers displayed simultaneously
  - Call Summary – Summary of voice usage and charges for each wireless number
  - Data Summary – Summary of data, messaging and purchase charges for each wireless number
  - Grand Total – Comprehensive Summary. Details total charges and total minutes.
  - International Travel Data High Alerts – A weekly list of high data usage alerts sent for current global data usage by wireless number.
- Other Reports
  - Active Features – List of all features currently on your lines of service
  - Billing Structure – Your organization's My Business users and their access within the online resource structures
  - Business Account Analysis – View a summary of your organization's discounts and the amount of money saved, upgrade status and overage charges
  - Company Users – Your organization's My Business users and their permissions within the online resource
  - Customer Invoice Management – A report with your own defined hierarchy
  - Deactivated Phones – Wireless numbers that have been deactivated
  - Device – Comprehensive summary of devices and upgrade eligibility

You can add or remove fields from most existing standard reports. You can also create customized reports for the way your organization does business, including just the information you need – selecting from over 300 different reporting fields and order the fields in any sequence you want for your reports. You can save and schedule reports in advance, and receive an email when they are ready to be downloaded. You can also share saved reports with others in your organization or keep them private and change sharing status as needed.

Raw Data Download
Raw data download (RDD) is a representation of your Verizon wireless bills and does not include any reporting structures you design in My Business. The download provides a holistic view of all of your statement data, and it is delivered in a .zip file with four individual .txt files. The .txt files are:

- Account Summary - Represents the account summary section of a statement
- Account and Wireless Charges Detail Summary - Represents the wireless number charges section of a statement

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- Account and Wireless Summary - Represents the wireless number summary section of a statement
- Wireless Usage Detail - Represents the usage section of a statement

RDD is available within approximately 10 business days of each completed bill cycle. While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available upon specific written request. Your Account Manager can provide further details.

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal will display automatically in the portal and may take up to one (1) Business Day to be fully processed in the billing system with the exception of:
    a. devices that are out of stock or otherwise unavailable;
    b. account changes involving number portability;
    c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
4. Account changes made by phone or email should be processed within two (2) Business Day with the exception of:
    a. devices that are out of stock or otherwise unavailable;
    b. account changes involving number portability;
    c. account changes with 1,000 lines of service or more should be made within three (3) Business Days.
5. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.

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6. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.
7. The Contractor may invoice the Customer an expedite charge.
8. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
9. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
10. The Contractor shall not impose any restocking fee under any circumstance.
11. Device provisioning errors must be corrected by the Contractor.
12. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
13. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

Verizon's Devices

Verizon works with manufacturers to update devices software/firmware for up to two (2) years after initial launch. Updates are typically made available via an over-the air update. Customers can contact their Account Manager/Customer Service for manufacturer-website links. Assistance with choosing service/equipment is provided by Customer's Account Manager. Any device on our network goes through extensive testing to ensure the device delivers reliable wireless service at peak performance levels. If a device does not perform to our standards, it will not be approved for use on Verizon's wireless network.
Equipment arrives preprogrammed, ready to activate. Customers receive email-notification if ordered equipment is unavailable. Customers can order equipment and make account changes in My Business online resource; changes are typically effective within 24-hours of submission; two (2) day shipping is provided free of charge upon receipt of order. Customer's Account Manager can coordinate rush/overnight delivery (charges may apply). Title and risk of loss pass to Customer and acceptance occurs upon receipt of equipment at address on the order. Verizon accepts returns/exchanges on all equipment purchased from us by government-liable end-users within thirty (30) days of purchase and credits the Customer for the full amount of the equipment; devices are shipped with receipt, return label, and container. No restocking fees. Verizon's technical support is available 24/7 to assist with provisioning.

Verizon will provide new devices for the initial purchase. Replacement devices may be Certified Like-New. Customers receive manufacturer's equipment warranty.

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

Cooperation with Other Contractors

Verizon has worked closely with DMS and its contractor since 2004. Specifically with current and previous MFN contractors in establishing the current Network to Network Interface. Given the numerous initiatives associated with the State of Florida's Digital Transformation we fully expect to and welcome working with DMS and its contractors.

Our standard communications solutions use applications, technologies and devices of many third parties. Most of these are provided under the terms and conditions of the corporate account agreement. However, certain features, applications, and devices described in this proposal may be provided by independent vendor(s) and may be subject to acceptance of their applicable terms and conditions. Verizon works with multiple vendors and third-party solution providers to present our customers with such applications and solutions, and we assume no responsibility for these third-party providers as our personnel or agents. For certain third-party solutions, you may elect to have charges presented on your Verizon bill for your convenience. Verizon will collaboratively with other Contractors and subcontractors (SUNCOM service providers) throughout the term of any resulting contract.

3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans.
2. Assist as necessary to migrate existing MCS Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge provided that the existing device can be unlocked and is compatible with Contractor's network.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration for State Agencies in one-hundred and twenty (120) calendar days. Complete the migration for OEUs in one-hundred and eighty (180) calendar days.
    a. Migration commences with DMS acceptance of the Services Infrastructure Checklist and ends when all current MCS Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. Migration does not include new Customers (non-current MCS Customers), Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

Customer Migration

Verizon will work with DMS to migrate services with as little interruption or degradation as possible. For existing Verizon wireless subscribers, there should be no interruption of services upon conversion. If porting from another carrier, there may be a brief lapse of service while the conversion is taking place.

The implementation process comprises several phases. Your organization may be assigned a dedicated Implementation Manager who will serve as a project manager and assist you in the development of a customized implementation plan based on your specific requirements to transition your employees to Verizon wireless service. The Implementation Manager will also coordinate with other Verizon teams so the plan is executed in a timely manner.

Throughout implementation, you will be provided with status updates to keep the process running smoothly and accurately. Implementation will typically take 90 days. Complex requests or specialized elements within your corporate contract may extend the timeframe. The following are some of the more critical steps that are generally included in our current implementation process:

- The implementation team is assigned and meets internally to review your requirements
- The implementation team coordinates a formal implementation kick-off conference call to introduce members to you

- The Implementation Manager and/or team meets with your organization to develop a comprehensive account management program by customizing processes and procedures to meet activation, equipment fulfillment and your ongoing support requirements. This program may include an online billing, ordering, and analysis tool, among other account management functions
- If you will be using a self-service portal, a Web-based demonstration may be conducted
- You will provide a list of all the confirmed mobile numbers eligible to participate in the new Verizon wireless corporate pricing program
- Migration, including numbers to be ported from other carriers, commences
- To facilitate migration of your employees who already have wireless lines with us, we will query our billing systems to identify those lines based on Federal Tax ID numbers, Dun & Bradstreet numbers, and internal coding
- The Implementation Manager will create or identify coding; and an account profile for your organization will be created
- Account documents will be distributed and reviewed to include processes and procedures specific to you and your account
- Employee program materials are created and marketing for the employee program begins (if applicable)

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement

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services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services,

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shall be promptly delivered to DMS upon request, whether or not previously made available.

6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

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3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase closes with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Management Plan and Disaster Recovery Plan

1. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D1**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

   The plan listed below is an additional component of the Project Management Plan. However, the plan listed below is a deliverable separate from the Project Management Plan and subject to final acceptance by DMS.

2. Disaster Recovery Plan. (See **Attachment C, SLA-D2**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
   1. Plan Objectives.
   2. Assumptions.
   3. Definition of Disaster.
   4. Recovery Teams.
   5. Team Responsibilities.
   6. Internal and External Communications.
   7. Federal, State, Local Roles and Responsibilities.
   8. Services Restoration.
   9. Support Timeline.

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3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist. The Project Status Report, described below, is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D3**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
    a. Project schedule.
    b. A narrative description of significant project activities that have been conducted or are underway.
    c. The progress-to-date on project activities.
    d. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
    e. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
    f. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D4.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain one (1) WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

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3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D5**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D6**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Management Plan and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.
        ii. Resource allocation.
        iii. Implementation and migration preparation planning and impact analysis.
        iv. Network support.
        v. Operations Centers (operational and security).
        vi. Day-to-day operational support services.
        vii. Training – cross reference training section.
    b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D7**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current MCS End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with current MCS Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all current MCS End-users are identified as either migrated or no longer receiving services from the Contractor or for non-State agencies having selected another contract vehicle.. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. If requested by DMS, the Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D8**. The Contractor will be responsible for creating

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Individual Customer-Specific Migration Plans as a Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:

i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
ii. Resource allocation.
iii. Migration and preparation planning.
    1. Impact analysis.
    2. Stakeholder communications plan.
iv. Migration management.
v. Training – cross reference training section.

Given the statements in subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

Project Management - Implementation Plan and Customer Specific Migration Plans

Given Verizon's incumbent role we will work with DMS to assess projects related to the MCS ITN that have already been implemented, tested and functional. Based on those assessments Verizon will develop a project plan following the methodology listed below.

The implementation process comprises several phases. Upon contract execution, DMS will be assigned a dedicated Implementation Manager who will serve as a project manager and assist you in the development of a customized Implementation Plan based on your specific requirements. The Implementation Plan with six (6) weeks after Contract execution. Failure to meet this objective will not result in penalties of any kind. The Implementation Manager will also coordinate with other Verizon teams so the plan is executed in a timely manner.

Throughout implementation, you will be provided with status updates to keep the process running smoothly and accurately. Implementation will typically take 90 days. Complex requests or specialized elements within your corporate contract may extend the timeframe.

The following are some of the more critical steps that are generally included in our current implementation process:

- The implementation team is assigned and meets internally to review your requirements
- The implementation team coordinates a formal implementation kick-off conference call to introduce members to you
- The Implementation Manager and/or team meets with your organization to develop a comprehensive account management program by customizing processes and procedures to meet activation, equipment fulfillment and your ongoing support requirements. This program may include an online billing, ordering, and analysis tool, among other account management functions

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- If you will be using a self-service portal, a Web-based demonstration may be conducted
- You will provide a list of all the confirmed mobile numbers eligible to participate in the new Verizon wireless corporate pricing program
- Migration, including numbers to be ported from other carriers, commences
- To facilitate migration of your employees who already have wireless lines with us, we will query our billing systems to identify those lines based on Federal Tax ID numbers, Dun & Bradstreet numbers, and internal coding
- The Implementation Manager will create or identify coding; and an account profile for your organization will be created
- Account documents will be distributed and reviewed to include processes and procedures specific to you and your account
- Employee program materials are created and marketing for the employee program begins (if applicable)

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D9.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

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Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.
3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides

3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.
SOW Section 6	
6	The Contractor has demonstrated the MFMP catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a

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robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.
5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

Verizon's Deployable Technologies
We own a fleet of portable emergency equipment that can be regionally deployed quickly to keep customers connected or restore damaged connections as soon as possible. We tactically place network-deployable equipment throughout the country, so we're ready if primary connections get shut down.

We maintain **Cell on Wheels** (COWs), **Cell on Light Trucks** (COLTs) and **Generator on a Trailer** (GOATs[1]) that can be deployed to improve wireless coverage at large gatherings and special events. They are also utilized to quickly improve coverage and capacity when natural disasters or other unplanned events interrupt wireless service.

We also deploy **Wireless Emergency Communication Centers** (WECCs) into disaster zones, providing a safe place where impacted members of the community can charge their phones, make a free call, or access the Internet.
We have over 530 portable assets located across the country that enable our teams to enhance or restore network coverage and capacity in emergencies, and we maintain a fleet of over 800 portable generators nationwide. There are many types of assets and innovative solutions, such as:

[1]**GOATs** are mobile electrical generators, often attached to trailers or trucks, deployed to provide electrical power. GOATs can be used to power network services or emergency operations in the aftermath of disasters (e.g., tornados or hurricanes) that compromise the existing infrastructure.

- Repeater-on-a-Trailer (RAT)
- Tower-on-Wheels (TOW)
- HVAC on Roadside Equipment (HORSE)
- Repeater on a Trailer (RAT)
- Pico cell on a Trailer (SPOT)
- High altitude wireless kennewhat aka tethered drone (HAWK)
- Cell Repeater on Wheels (CROW)

We also continue to design and deploy innovative portable solutions that provide our personnel, first responders, and our customers with options that extend wireless coverage into areas of need. Many of these solutions leverage technologies ranging from lightweight suitcase-sized cell sites, to trailer-based solutions, and drone assets.

The **Verizon Response Team (VRT)** is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster, crisis, or planned event occurs VRT responds to government and non-profit organizations and emergency management agencies that need our assistance. VRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Verizon Security Assistance Team
- One phone number (800-981-9558) to call in a crisis situation.

This process links together management of crisis situations in one location for the entire Verizon wireless community. VRT aligns network, operations, legal and sales – allowing us to react quickly to a crisis situation. The benefits to our customers and to emergency management agencies are tremendous.

On the VRT Team, Verizon has assigned a dedicated Crisis Response Manager to the State of Florida. The State's Crisis Response Manager is listed as part of Verizon's escalation path for public safety network events and works with the State's account team to coordinate support, drills, and ongoing customer training as needed.

As part of our robust regional deployable strategy, Verizon performs Emergency Operations Center ("EOC") drills each year prior to hurricane season with refreshers as needed. We have staff at key Verizon EOC locations within the state who regularly maintain, fuel, and test Verizon's deployable assets to ensure that Verizon is ready to provide emergency support within the State of Florida at a moment's notice.

Verizon stands ready to help keep DMS and public safety agencies connected even in remote areas where voice and data network infrastructure is unavailable, or in disaster scenarios where networks could fail. Verizon will continue to coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

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4.2 Local Control

The Contractor should provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

Verizon's Approach to Local Control
For Verizon's qualified public safety users subscribing to Verizon's Public Safety Price Plans, priority and preemption is always on. Verizon provides priority and preemption to public safety entities during times of emergency as described below:

Responder Private Core
Responder Private Core is a dedicated network core that Verizon uses to enable certain other products such as Mission Critical Push to Talk and Private Network Traffic Management for traffic segmentation capabilities to support improved security, enhanced service management and control. It is connected to Verizon's Radio Access Network (RAN), which utilizes spectrum in various bands including 700 MHz, 800 MHz Cellular, 1.9 GHz PCS and 1.7/2.1 GHz Advanced Wireless Services (AWS) bands. Responder Private Core separates data traffic of public safety mobile users from commercial users across Verizon's 4G LTE network; however, it is not available on Verizon's 5G Nationwide and 5G Ultra Wideband networks. Public safety users will have their data immediately recognized as public safety with enhanced reliability through the network. Responder Private Core leverages leading edge networking technology to provide security, flexibility and reliability.

Mobile Broadband Priority
Mobile Broadband Priority provides public safety users priority service for data and voice transmissions. During times of heavy commercial network congestion, Mobile Broadband Priority users will receive priority over commercial users. Mobile Broadband Priority enables priority service for public safety officials using applications on smartphones or tablets, transmitting data from first responder vehicles or video from surveillance cameras. Mobile Broadband Priority is available at no additional charge to qualified public safety customers on the 4G LTE Network only. Mobile Broadband Priority access to the 5G Network is not currently available.

Preemption
Preemption provides prioritized access to network resources during times of network congestion. Verizon automatically reallocates network resources from commercial data/Internet users to first responders in the unlikely event network resources become congested. As part of the network access and registration process, first responders and public safety personnel are identified and given preemption designation. This helps to determine which users will receive allocated resources with preemption. Preemption is offered at no additional charge for qualified public safety customers on the 4G LTE Network only. Preemption is currently not available to the 5G Network.

Customers can use **Traffic Management** , a feature of **Private Network** service that transports a multitude of data applications, including Voice over IP (VoIP), video and best effort applications. When there is contention for network resources, mission critical applications (i.e., VoIP) are competing with best effort applications (i.e., email) for network resources, so customers' mission

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critical applications may experience performance degradation (e.g., difficulty accessing Verizon's LTE network resources, variable download/upload speeds, etc.).

Traffic Management is a Private Network feature, available only for Verizon's 4G LTE devices, that provides customers a premium and differentiated network experience. Private Network Traffic Management enables application differentiation and QoS over the LTE Private Network using standards-based IP packet marking. Benefits include:

- Allows customers to prioritize business critical applications over best effort
- applications during congested / non-congested environments.
- Delivers more predictable application performance for subscribers using business
- critical applications during network congestion.
- Extends Wireline QoS policies over the LTE Private Network.
- Delivers end to end QoS when combined with Verizon's Private IP network solution.
- Provides access priority during network heavy utilization for eligible Public Safety accounts.

Private Network Traffic Management can be added to a LTE Private Network device for a monthly charge and is available on configurations using Verizon Private IP; Dedicated Physical Connection; and Zero Tunnel connectivity.

Private Network Traffic Management offers both Enhanced and Premium subscription options.

- **Enhanced:** Allows mapping of critical applications up to a maximum of 2.0 Mbps Mission Critical Class of Service (CoS), with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth. Mission Critical traffic may not exceed 2 Mbps.
- **Premium:** Allows mapping of critical applications up to a maximum of 12 Mbps Mission Critical CoS, with the remaining best effort applications mapped into the Best Effort CoS utilizing the remaining available LTE bandwidth. Mission Critical traffic may not exceed 12 Mbps.

Verizon's public safety plans are not throttled during an emergency. Verizon welcomes a deeper discussion to understand how this technology may meet your public safety data needs.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor should provide a public safety portal (dashboard). The information held in this dashboard, or within the Contractor's MCS Portal, shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

Non-mission critical public safety service plans shall provide the status of the Statewide network and alerts on outages through an alternative means.

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Local Network Command and Network Reporting

Verizon's **Local Network Command** allows designated public safety entities/Incident Commanders, to view the network operational status in an incident area and respond in real-time, dynamically administering user groups and temporarily managing data traffic Quality of Service (QoS) on qualified Public Sector responder devices.

DMS would use its **My Business** online resource as a dashboard for all of their Verizon services and products - including public safety services and products.

All Customers can enroll their authorized contacts in Verizon's **Network Event Notification ("NEN") Program** . Verizon's NEN Program is a courtesy service that provides notice to Customers about planned and unplanned network maintenance, including ongoing updates and issue resolution for affected services. Network event notifications are issued via email and the same information is maintained online through a self-serve NEN portal for up to four weeks. Customers may choose to receive notices on unplanned and/or planned events.

Events That May Trigger Notification and Notification Process
Network event notifications will issue to your organization's identified contacts, providing information about planned and unplanned maintenance events that may impact your service with us.

A planned network event is sent to your identified contact up to two weeks before any planned network maintenance.

An unplanned network event is sent when we receive confirmation there has been an unplanned disruption of service on the network. Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contact may receive the notification regardless of whether or not your end users are affected.

There are four types of unplanned network event notifications:

- Initial: Sent when the disruption is confirmed
- Update: Sent every half hour until the service is restored
- Restored: Sent when the issue is resolved and service is restored
- Informational: Sent when it has been determined that a brief service disruption occurred on the network, but was resolved before an alert was issued

If you receive a notification, there is no need to take any action. Our network engineers will be working to resolve the issue and you will receive an update when it is resolved. Both planned and unplanned event notifications will include the following information:

- Start Date
- Start Time
- Severity Level [(High or Low for Planned), (High for Unplanned)]
- Affected Service (e.g., 4G LTE, Enterprise Messaging)
- Affected Location: (e.g., Tampa, Florida)
- Affected Counties: (e.g., Broward, Miami-Dade, Palm Beach, Brevard, Polk, Pinellas,
- Osceola, Hillsborough)
- Tracking Number: (e.g., 123456)

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Self-Service Portal
The self-service NEN portal includes the same network event information as is contained in the notification emails. The information is presented in user-friendly views with data maintained for up to four weeks.

You can access the NEN portal directly through Verizon's My Business online resource or via a direct website link that can be provided upon enrollment.

Enrollment by Services
Event enrollment is available for covered services, which are continually being updated. Notifications issue when the selected service is operating below normal thresholds. NEN services may include 4G LTE, 5G Services (Network), Amazon Web Services (AWS) – Multi-Edge Compute, Call Processing, Enterprise Messaging, HD Voice, Internet of Things (IoT), Push To Talk Plus, Verizon Wireless Private Network and others.

To avoid being overwhelmed with unnecessary notifications, Customers should only sign up for notifications that are relevant to the solutions the Customer has deployed. The Network Notification Program is offered as a courtesy only. In no event shall the failure to provide outage notifications subject Verizon to penalties or damages of any kind. Verizon reserves the right to modify or discontinue outage notifications at any time.

4.4 Public Safety Standards

Mission Critical public safety service plans and devices shall be in compliance with the relevant 3rd Generation Partnership Project Technical Specifications and the National Public Safety Telecommunications Council (NPSTC) standards for a mission critical service .

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

Should the Contractor offer plans marketed towards the public safety community that are not in compliance with the relevant 3rd Generation Partnership Project Technical Specification or do not meet the necessary criteria to be deemed "Mission Critical," as defined by the National Public Safety Telecommunications Council (NPSTC), the Contractor's EUPL must clearly state, at the beginning of the plan description, "THIS PUBLIC SAFETY PLAN DOES NOT PROVIDE A MISSION CRITICAL SERVICE STANDARD." Failure to include this statement where applicable will result in the EUPL not being accepted by DMS.

Verizon Response

Clarification. The basis of Verizon's Responder Private Core is Verizon's Long Term Evolution (LTE) wireless network. LTE is a technology based on 3GPP standards. It supports advanced application usage and high-speed data services.

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Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the International Organization for Standardization (ISO) 27002.2005 and National Institute of Standards and Technology (NIST) standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

Many of the equipment manufacturers that we utilize are certified through ISO.

4.5 Demonstration Devices

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) Business Days. Any demonstration agreements, equipment, forms, and processes shall be provided, managed, and maintained by the Contractor, subject to the approval of DMS.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

Demo Devices

Currently, Verizon offers a program that enables new and existing customers to demo/trial various devices and services at no charge to the customer. The customer may trial up to three devices at a time.

Verizon will make demonstration equipment available to DMS for sixty (60) business days; and will make demonstration equipment available to Customers purchasing from the resulting agreement for thirty (30) days. With approval from our B2B Demo Support Team, time-periods may be extended and the number of devices available for demo may be increased. The B2B Demo Support Team may also approve trialing devices and services outside of the U.S.

4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

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The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities or as recognized by the First Responder Network Authority.

The Contractor should limit access to the Mission Critical public safety plans to only Customers that are Public Safety Entities. At a minimum, Public Safety Entities should include the following Customers, as categorized by the North American Industrial Classification System (NAICS) codes:

- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices
- 921150 American Indian/Alaska Native Tribal Governments
- 922190 Other Justice, Public Order and Safety Activities

Should the Contractor offer non-mission critical public safety service plans, the Contractor's EUPL must clearly state the eligible NAICS codes in the plan descriptions.

Verizon's Public Safety Customer Support
Residing within Verizon's Business and Government Customer Operations (BGCO) Technical Solution Center is a group of technical experts who provide **Wireless Enterprise Help Desk (WEHD)** support to Verizon's public safety customers. This U.S.-based helpdesk-to-help desk support team is available 24/7/365.

Customers will be provided with the WEHD support contact number if you subscribe to one of the advanced product types it supports, such as Public Safety Plans, Private Network, Enterprise Messaging, or an Internet of Things (IoT) solution [Intelligent Video, Asset Management, etc.]. Upon contact, one of our technical experts will conduct troubleshooting and recommend specific actions to help you achieve issue resolution. If the issue is related to Verizon's wireless network, then the BGCO will escalate and engage the appropriate network support teams.

Please note: The WEHD service should only be used for troubleshooting of government liable devices related to the advanced product or solutions that are supported by this group of technical experts. Issues with devices on employees' personal accounts or non WEHD-supported issues should be handled by calling our regular customer service number, 800-922-0204, and selecting the appropriate support option in the IVR.

Public Safety Escalation Procedure
Your first point of contact for trouble with your public safety services is our WEHD located within Verizon's Business and Government Customer Operations (BGCO) organization. Members of our WEHD teams can conduct device and network troubleshooting. Concerns related to quality of service, such as the

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inability to make or receive calls, will be assigned the highest priority and receive prompt attention. A staff supervisor is available during the BGCO team's hours of operation.

In the event BGCO representatives cannot resolve a situation and escalation becomes necessary, the following account team members may be contacted.

Contact	Name	Phone Number/Email Address
Client Partner - Government	Tom Madden	850-294-5171 tom.madden@verizonwireless.com
Verizon Crisis Response Manager - Florida[2] 2	Jos Bowmaster	800-981-9558 (VRT Hotline) 603-953-5023 (m) joseph.bowmaster@verizon.com

If the escalated situation is not effectively resolved or the process of resolution is not effectively initiated within 24 hours of the request, we suggest contacting the staff management level.

Contact	Name	Phone Number/Email Address
Managing Partner - Government Sales South Florida	Beth Bailey	786-360-9408 beth.bailey@verizonwireless.com
Managing Partner - Government Sales North/Central Florida	Colin Denney	904-718-9797 colin.denney@verizonwireless.com

A highly sensitive situation that requires further escalation may require director level involvement. In those rare situations, we suggest you request a call back from the individuals below in the order in which they are listed.

Contact	Name	Phone Number/Email Address
Director - Government Sales	Kim Mirabella	813-326-0929 kim.mirabella@@verizon.com

Complex situations may require research and may take longer to resolve. In these situations, we will research, resolve the issue and report back to the employee or authorized contact when the issue is resolved.

Verizon limits access to Public Safety Plans to customers who have a qualifying North American Industry Classification System ("NAICS) code; eligible public safety NAICS codes are described in further detail under Question 9, *Eligible Users* .

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public

[2] Customers may contact the State's Verizon Crisis Response Manager to immediately escalate network issues during emergencysituations.

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safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

Verizon's Public Safety Reporting
Acknowledged.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

Given the statements in subsection:

Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed in SOW, section 4, Public Safety Service Plans and Devices.

Verizon will work closely with the Department as required regarding the marketing and promotion of Verizon's public safety offerings, service plans, and devices.

Please review the responses below for further detail regarding our proposed offering for this subsection.

Describe the Respondent's proposed deployable technologies and how they will be utilized during an emergency or when requested by a public safety entity.

Verizon Response
See above response to Question 1 above which describes Verizon's *Deployable Technologies.*

Since the beginning, Verizon has worked closely with first responders, our customers, and our communities to provide support and wireless solutions when they are needed most – during an emergency/extreme weather conditions. With threats of hurricanes, tornadoes, wildfires and other natural disasters always a possibility, customers rely on us to keep them connected and productive, especially when the unexpected happens.

We provide support in a variety of ways, often lending wireless voice and data devices to first responders and emergency personnel. We built a Public Safety Private Core to support public safety, especially during times of high data traffic. In addition, when disaster strikes, we coordinate with first responders and can mobilize charging stations, special equipment, emergency vehicles and more to support local, state and federal agencies across the U.S.

Being crisis-ready is paramount to Verizon, and we are committed to supporting those who need us most when they need us most. During an emergency, first responders rely on wireless service more than ever to coordinate efforts in the face of fires, floods, snow and wind storms, earthquakes, tornados, or hurricanes.

We've assisted first responders and citizens during some of our nation's most destructive disasters. We loaned more than 6,000 devices during 9/11, more than 3,000 during Hurricane Katrina and more than 2,500 during Hurricane Sandy. During 2018, we supported disasters including Hurricanes Gordon, Florence, and Michael; Mendocino and Camp wildfires in California, a gas pipe explosion in Massachusetts, volcano eruption in Hawaii, earthquake in Alaska, and winter storm Diego across the Southeast, among others. In total, we supported 75 disasters in 2018, helping more than 120 different public safety agencies and non-profit organizations. Last year we lent more than 2,300 phones and tablets and more than 2,700 data devices (Jetpacks, routers, network extenders) to keep first responders connected and communities safe.

Below are recent examples of how deployables have been utilized during an emergency or when requested by a public safety entity in the State of Florida:

- During SBLIV in Miami, FL the Verizon Response Team provided the FDLE with a cradlepoint router to assist their JOC in their Super Bowl operations.
- During SBLIV in Miami, FL the Verizon Response Team provided the state governors of Missouri and California Security Teams with their communication operations during game day operations.
- In response to the COVID-19 national pandemic, Verizon partnered with the Florida Department of Veterans Affairs to provide smartphones, tablets, and eFEMTOs to each of the veterans' homes so that they could communicate virtually and safely with their families.
- In response to the COVID-19 national pandemic, Verizon partnered with Brooks Rehab and provided their COVID treatment facility with Push-to-Talk basic phones to communicate with inside of their facility.
- In cooperation with the Salvation Army, Camp Keystone in Keystone Heights was identified as the primary backup location for the state of Florida Emergency Operations Center and the Verizon Response Team installed network coverage throughout the primary usage areas of the camp to ensure that in the event of a disaster, communications could be established and maintained both inside and outside the camp.
- During SBLV in Tampa, FL the Verizon Response Team provided the Tampa Fire Department with Push to Talk smartphones that the Tampa Fire Marshals utilized for their communication needs.
- During Hurricane Sally, the Verizon Response Team drove through the encroaching outer bands

- of the storm to the Escambia County Emergency Operations Center to install an eFEMTO device
- inside the building to improve 4G network coverage inside the building at the request of the
- Emergency Management staff, leaving just before nightfall.
- After Hurricane Sally made Landfall, the Verizon Response Team provided charging stations and
- battery packs for the community and public safety, as well as free wifi and EOC ESF2 support to counties impacted by the storm throughout the Florida panhandle.

Verizon's mobile assets and deployables can generally be deployed within the following time frames, failure to meet these time frames shall not result in any penalty of any kind to Verizon:

- Satellite Connection - within 8-16 hours
- Asset without available on-site fiber interconnect - within 24-48 hours
- Asset with available on-site fiber interconnect - within 8-16 hours
- SPOT - within 4-8 hours
- Verizon Florida Statewide Assets - within 72 hours
- Southeastern Regional Assets - within 96 hours
- National Assets - within 120 hours

Describe how service plans and devices are not throttled during an emergency.

Verizon Response
Customers on "custom public safety rate plans" are not subject to data speed reductions ("throttling") within a given billing cycle. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

Lines of service that are conditioned with specific Public Safety features are provisioned with QoS Network Enhancements. These Network Enhancement attributes affect the treatment of data for first responders and public safety customers by providing higher data priority and packet treatment, resulting in better throughput speeds at times of congestion.

Describe the Respondent's planned network hardening approach, including issues caused by power, hardware failures, topography, weather, and man-made incidents.

Verizon Response
The **Verizon Business Continuity and Disaster Recovery** program is just one part of our overall philosophy to provide high quality services for our customers. Our nationwide wireless network is at the core of our business, and we have invested more than $159 billion since the company was formed – averaging over $7.95 billion every year – to increase coverage and capacity and to add new services. Our Business Continuity and Disaster Recovery (BC/DR) program team is responsible for minimizing the impact of a disruption to our customers, employees, infrastructure and business operations. We accomplish this objective by focusing on the following activities:

- Identify critical functions, infrastructure and risks;

- Implement strategies to minimize the risk of a disruption;
- Develop Business Continuity and Disaster Recovery plans and Crisis Management Teams to
- recover operations in the event of a disruption;
- Maintain BC/DR plans, with updates completed at least annually;
- Test our plans, at least annually, to validate our response capabilities.

We continue to refine our response and recovery capabilities due to the increasing variety of services we provide and the ever-changing level of potential threats to these services.

The cross-functional Crisis Management Teams in place across our national footprint enhance coordination and response activities during crisis events. These teams provide a command-and-control structure that allows management to gather and report information about crisis events, for the teams to escalate decision-making as needed and to facilitate resource allocation.

BC/DR activities are visible across all major aspects of our company. We have developed numerous plans to recover critical functions. Business functions have implemented strategies and procedures that not only support routine operations, but also help the function continue to operate in the event of a disaster. Robust operational strategies are at the core of our ability to provide reliable and resilient services.

Our pro-active planning activities center on three of our major departments:

- Network Operations
- Information Technology
- Customer Service

Network Operations – Our wireless network is resilient by design
The Verizon Wireless network operations philosophy is driven by the desire to provide our customers with an extremely high level of service.

Verizon Wireless strives to deliver superior service based on our design philosophy, which includes redundancy on critical paths and components so that a potential failure of a network component does not significantly affect our customers. Our wireless services are provided through a large and sophisticated national network of 148 Mobile Switching Centers (MSCs) and Data Centers throughout our service areas. We will continue to invest in our network to support our customers.

The wireless voice and data switching networks are designed to provide continuous service to the customer. The communications between our internal switches and external networks such as the Public Switched Telephone Network (PSTN) and the Internet are also designed to reduce the possibility of interrupted communications. The use of battery and generator backup systems in critical locations also serves to minimize the risk of a disruption, if commercial power is lost.

Our design concept extends from our equipment and technology capabilities to our business procedures. These procedures include frequent and thorough preventive maintenance, real-time monitoring of all key system components, the 24/7/365 availability of trained maintenance personnel to repair or resolve critical failures should they arise, and wide deployment of these personnel and spare parts to permit rapid response and restoration of service.

Our most critical recovery assets are the thousands of highly-trained and experienced network technicians who have repeatedly proven their ability to respond, troubleshoot problems, and restore service to our customers during emergency situations.

Monitoring, maintenance and restoration of wireless services

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Service protection and restoration strategies are an integral part of Verizon Wireless network management and operations.

We have two Wireless Network Management Centers (wNMCs), one located in New Jersey and another in Texas, that monitor all facilities, cell sites and switches across our nationwide network. These wNMCs are staffed 24/7/365 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. Each wNMC receives alarms or other indicators that help troubleshoot problems in the network, and that provide technicians with key information to analyze and maintain network integrity.

wNMC technicians work with the field operation managers, and personnel are dispatched to the affected site as needed. An inventory of standard spare parts and repair equipment is available to technicians in all of our central network locations. We also have standing agreements with our critical vendors to get 24/7 support from their engineering personnel and obtain replacement equipment if required.

Strategy for continued service to Mobile Switching Centers
MSCs are an important part of our national wireless network, and we continue to add them to our network as we grow. We have 148 MSCs strategically distributed across the country to meet the needs of our customers. Our teams monitor the loading of the switching and data systems to maintain an optimum capacity and service level. One goal of this is to reduce the impact of a disaster to any one MSC. Available capacity in neighboring MSCs could be utilized in the event of a serious disaster.

In addition to redundancy in the equipment and circuitry, each MSC is protected by automatic power backup systems, by automatic fire detection and suppression systems, and by physical security systems and alarms. MSC buildings have restricted access to prevent entry by unauthorized personnel. The building structure itself is designed to provide protection for the systems and services located inside.

In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

A disaster recovery plan has been developed for each MSC, which addresses the recovery of the systems, services and personnel. These plans are updated at least annually. Exercises are conducted at least annually to confirm that these plans can be implemented as expected and to continually increase the readiness of the network teams to respond to an actual disaster. These exercises focus on disasters that may impact us or our customers.

Strategy for continued service to cell sites
We have thousands of cell sites across our nationwide network to provide the desired level of customer service, both in terms of capacity and quality of service. Despite the large number of sites, the loss of a single cell site is still a serious situation. We take extra precautions to protect and keep cell sites operational.

Cell site operations are protected in many ways, including redundancy in the equipment, automatic power backup systems, automatic fire detection systems, and by physical security systems and alarms. Through arrangements with our vendors, any major components of a cell site, up to and including the building and tower, becomes an immediate priority restoration effort on the part of both Verizon Wireless and our vendors.

Cell site equipment has sophisticated diagnostics that can instantly determine if a problem occurs at the site. These diagnostic alarms are transmitted to the MSC, which is monitored by regional field operations teams, and the wNMC. Cell sites are outfitted with backup batteries, and in most cases backup generators in case of commercial power loss.

We maintain and utilize portable cell sites referred to as Cells-on-Wheels (COWs) and Cell-on-Light-Trucks (COLTs), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area. They can accommodate both voice and data services, and can be used for emergency situations. For example, they can be used to enhance communications between firefighters when they are fighting a fire in a remote wilderness area. These portable cell sites are strategically located throughout our network coverage areas and may be deployed to an area that is affected by a weather-related or other disaster.

Backup power strategy for the wireless network
Verizon Wireless purchases power from electric companies for the day-to-day power requirements of our network infrastructure. If commercial power is lost, we have implemented backup power systems for all of the critical equipment and infrastructure in our wireless network.

This is accomplished by installing large banks of backup batteries in our MSCs and Data Centers, and these are supported by permanent backup generators. We have arrangements with our fuel suppliers to refill our fuel tanks as needed, allowing our systems to operate until commercial power is restored.

The cell sites are also equipped with batteries, and most sites also have permanent generators which turn-on automatically if commercial power is lost. The company also owns a large supply of portable generators that can be deployed to provide emergency power during extended power outages to those cell sites without permanent generators.

Our MSC, Data Center, and cell site generators are tested regularly to ensure that they are functioning properly. Both the batteries and generators are regularly put through rigorous load tests to ensure that they can support the needs of the network in the event of a commercial power disruption.

Circuit diversity strategy for the wireless network
Our wireless network comprises numerous components that are connected using a mixture of fiber optic and high bandwidth telecommunication circuits. We support many of our critical network locations with diverse circuits, network technologies, and alternate local telecom carriers. The impact of a severed fiber optic cable or a faulty data circuit is minimized by this diversity in our telecommunications connectivity.

Information Technology – Disaster Recovery Planning
The Information Technology (IT) team for Verizon Wireless manages the technology that supports internal business functions. For example this technology helps internal users respond to customer needs, streamline internal and external communications, and automate many of our high volume activities. Many of these technologies are integral to our daily operations.

Our IT Disaster Recovery team focuses its efforts on mission critical applications and systems, many of which support customer transactions. System engineers for these applications and their supporting technologies emphasize redundancy, geographic diversity, and heightened security to safeguard these systems from an unexpected interruption or disaster.

Data Center Strategy
Mission critical applications are maintained in a secure data center environment. Our major data centers are protected by automatic fire detection and suppression systems, and by physical security systems and alarms. The data centers have strictly limited access to prevent entry by unauthorized

personnel. Only a small number of authorized employees are permitted to access these data centers, and the buildings are monitored by security guards and camera systems to provide a high level of protection to the systems and services located there.

All data centers are backed up by both battery and permanent generator systems which are designed to support the data center for extended timeframes in the event commercial power is disrupted. These systems are tested regularly to ensure that they will provide power when needed.

Data Backup Strategy
In each of the Data Centers that house mission critical applications, a significant amount of resources are put into our data back-up and restoration capabilities. Ensuring the availability and security of critical historic data is part of daily operations, and our back-up procedures include internal and off-site rotation of electronic files.

Recovery Plans and Tests
The IT Disaster Recovery team develops tests and maintains disaster recovery plans for mission critical applications in the data centers. Exercises are scheduled at least annually to confirm that the applications can be restored properly, that all interfaces are accessible, and timeframes are met. Surprise simulation drills are also conducted to enhance the preparedness of the recovery teams.

Customer Service – Answering the call for operational resilience
Providing industry leading customer service is an important way for us to understand our customer's expectations, assist with questions, and ensure satisfaction with the services we provide. We continue to invest in our ability to provide excellent customer service, whether the customer contacts us during routine operations or in the midst of a hurricane.

Our customer service operations are designed to be resilient. The contact centers are equipped to adapt to changes in customer call volumes, call types, or other circumstances so that they meet service quality targets. Customers are also provided with many different ways to interact with us. For example, customers can gather information about their accounts using our website and other self-service tools if these are most convenient for them.

Call routing between multiple locations
Our customer service team operates multiple contact centers located across the United States. Our teams can redirect calls between these locations to provide the best service possible and to optimize the skills of our personnel. This operational strategy is a valuable asset during times of crisis, since it helps minimize the customer impact from a disaster that may affect one location. For example, if one contact center needs to close due to a threatening major storm in the area, that center can redirect its calls to an alternate center in an unaffected part of the country. Our national operations infrastructure is a benefit for our customers since it limits the likelihood that any one event will cause a significant impact to our customer service operations.

Contact center infrastructure
We pay particular attention to the design of our contact centers, not only to make them a safe and enjoyable workplace for our employees, but also to minimize the risk of a disruption. These efforts include special security access to the building, including security guards, camera systems, and lighting systems. The communications equipment is maintained in a secure and environmentally controlled computer room, which is supported by both backup batteries and generator power.

Recovery Plans and Tests
Our customer care teams work closely to monitor service levels, and the need to redirect calls to an alternate contact center. We have documented many of these routing patterns in our recovery plans to

streamline our ability to activate the technology in the event of an interruption, and to send calls to the teams that are best equipped to help the customer.

Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address real-time public safety network problems and public safety Customer and End-user issues.

Verizon Response
Protecting the public and our nation takes deep commitment, endless preparation and tireless service. First responders need a network provider that understands the challenges they face and works as tirelessly as they do to help solve problems and create safer communities.

Verizon has been supporting first responders for over 28 years. We're committed to helping public safety organizations execute their missions safely.

As described above, our support teams are committed to helping keep your agency ready for whatever problems stand in your way, offering:

24/7 customer support
- Local account teams provide dedicated account and technical support built on long-standing customer relationships
- Special support teams are deployed specifically to serve the needs of large public safety agencies

Support before disaster strikes
- Preparation is the cornerstone of our commitment to first responders
- We never stop preparing our network and support teams to help your agency whenever you
- need us

Support after disaster strikes
- Our dedicated Verizon Response Team (VRT) helps keep first responders ready to protect their communities during disasters
- Our business continuity teams help restore the network to your community after a disaster
- In 2019, the VRT had 405 emergency deployments and loaned 5,318 devices to enable business continuity and disaster recovery
- In 2020, our VRT had over 2000 engagements, over 1200 deployments and we loaned over 5400 devices.; As of February 9, 2021, the VRT has had 83 deployments and loaned 607 devices to enable business continuity and disaster recovery.

Describe the corporate commitment to providing DMS the information it requires for notifications on significant public safety performance impacts.

Verizon Response
Responding to emergencies, disasters and incidents requires your best coordination and communication. The last thing you should be worrying about is your choice of network. You need to focus on your mission, not your connectivity. You need to know that your network will be reliable, today and tomorrow. As described above, Verizon's Network Event Notification Program provides DMC with timely notification of events that may impact public safety performance.

Describe the use of an escalation procedure related to real-time public safety network problems and public safety Customer and End-user issues.

Verizon Response
As described above public safety Customers and End-users can contact Verizon's dedicated help-desk for troubleshooting real-time public safety network problems and other issues. Verizon is committed to ensuring Customers and End-users have a clear path of escalation and have provided points of contact who can review and escalate public safety issues.

Describe the Respondent's dedicated customer service, including helpdesk support and ongoing LTE training offered to public safety entities for the integration of LTE into State public safety communications.

Verizon Response
Verizon's dedicated customer service, including escalation path, and helpdesk support. Your Verizon account team can create a training program with your assistance and guidance. This training program could include on-site training at locations across the country, online training is also available by device/application on Verizon's website, and webinars as needed to ensure your employees are comfortable with their new devices and services.

On mutually agreed upon days and times, a Verizon account team member can be assigned to your organization's location for additional support and training of your Corporate Subscribers at no additional charge. If equipment is delivered by a Verizon representative, the account team member can review the basic features of the device, as well as any service features you may be receiving. Alternatively, if equipment is shipped to your organization, your employees always have the ability to contact their account team member in order to receive additional information on any features or services.

Your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software In addition to an ongoing training program, Verizon's Account Team will keep DMS abreast of developments made possible through technological advancements as they become commercially available for the integration of LTE into State public safety communications.

Submit a defined list of eligible users that are public service entities, and describe how the Respondent will restrict access to their public safety service plans.

Verizon Response
Verizon identifies eligible public safety users by their NAICS Code. Eligible Public Safety NAICS Codes are listed below. Only entities that fall under these classification codes will be allowed to activate devices on a Verizon public safety plan or service. Verizon further separates these entities that qualify for public safety plans or services by placing these entities in a public safety root profile. Entities not in a public safety profile cannot activate public safety services without an approved exemption from the Verizon State and Local contracts team. In addition entities not in a public safety root profile will not have the ability to see public safety plans or services in our online portals.

Eligible Public Safety NAICS Codes

485111 Mixed Mode Transit Systems (Rail &Buses)	922190 Other Justice, Public Order, and Safety Activities

485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

Describe the Respondent's geographic coverage, both current coverage as of the time of Response, and also planned coverage during the term of the Contract. This should be accompanied by:

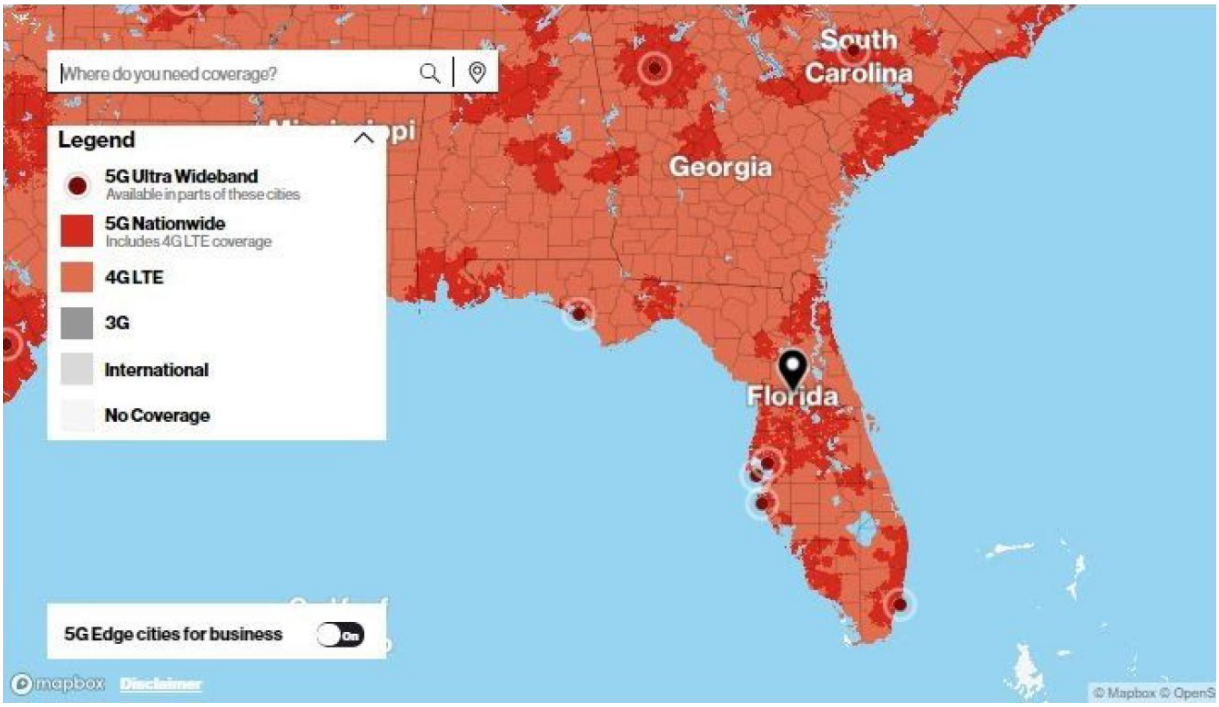
a. Detailed coverage maps

i. Provide detailed in-network voice, high speed (third generation -3G & fourth generation -4G, next generation such as 5G) and low speed (second generation -2G) data coverage maps for Florida (covered directly or through identified roaming agreements partnership).

Verizon Response
Our online Coverage Locator tool depicts our wireless coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available.

Our online domestic Coverage Locator tool can be accessed on Verizon's website.

A coverage map has been provided below for your review and consideration.



ii. Provide a service area coverage map for Push-to-Talk (PTT). In addition, PTT protocols in use are to be identified. If some areas of the State have newer, higher performance or more capable PTT, those areas should be identified. If multiple types of PTT are supported, identify the technology and areas covered.

Verizon Response
Verizon's PTT and Mission critical PTT solutions use Verizon's award winning 4G LTE network to deliver seamless communications between PTT Responder users and it is available everywhere Verizon 4G LTE coverage is available. A detailed coverage map has been provided as a response to the above requirement which reflects Verizon's coverage in the State of Florida.

Describe how Mission critical Push-to-Talk (PTT) devices and services shall meet the "mission critical" definition as defined by the National Public Safety Telecommunications Council (NPSTC), as described SOW section 4.8, " Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department."

Verizon Response
Verizon's Mission critical PTT solutions are based on the MCPTT 3rd Generation Partnership Project (3GPP) standards compliant application designed to support public safety users' communication

needs.[3] [3] It delivers Land Mobile Radio (LMR)-like functionality using Push to Talk services over LTE and new advanced functionality such as video and data services intended to enhance the experience and capability of public safety users to manage emergency situations beyond simple push-to-talk communications. Push to Talk Responder provides seamless communications between PTT Responder users and traditional public safety Land Mobile Radio ("LMR") networks via interoperability. By implementing a LMR Gateway as part of the overall Push to Talk Responder solution, mobile device users are able to communicate securely with devices on your agency's private LMR network.

Describe the Respondent's approach to ensuring quality of service, priority and preemption as indicated in the 3GPP standards; the level of priority given to public safety entities and the methodology behind administering the level of priority; and the Respondent's approach to ensuring public safety service plans and devices meet the public safety standards as described SOW section 4.4, "Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180. The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks."

Verizon Response
Verizon's public safety solutions are network integrated solutions with dedicated QoS Class Identifier (QCI) as required by the 3rd Generation Partnership Project (3GPP) standards to ensure voice and data are allocated the appropriate Quality of Service on the Verizon LTE network, combined with other advanced LTE network features such as Priority and Preemption, they provide priority on-demand communications to Public Safety users in times of network congestion.

Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users.

Preemption automatically activates to provide approved personnel uninterrupted access to the network

in those uncommon times when the network is fully utilized. 911 calls are never preempted.

Describe the local control portal, as described in SOW section 4.3.

Verizon Response
Verizon's **Local Network Command** is a tool that provides on-demand local control of pre-selected users' network quality of service on a temporary basis. Local Network Command provides qualified agencies the capability to pre-select users to be temporarily uplifted on-demand during an incident. Local Network Command users get a temporary uplift of their QoS for data service for the duration of the incident. This uplift increases the priority treatment of data sessions through the Verizon network. The tool also provides the location of those users uplifted in a map for the duration of the incident. Once an agency has been approved to get the service, the agency needs to pre-select the users that will be up-lifted at the time of an incident and create authorized users to access the Local Network

[3] Clarification. Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon confirms that we are continually working to adhere and perform to 3GPP standards at all times.

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Command Portal to be designated as Incident Commanders. Incident Commanders are authorized users that have access to the Local Network Command tool and have the capability to create and close incidents on the Local Network Command portal.

In order to up-lift end-users service at the time of the incident, the incident commander must create an incident using the Local Network Command (LNC) tool and select the LNC enabled lines that will be up-lifted. Incident Commanders can select individual lines or a pre-defined group to be uplifted.

Once a user profile is uplifted, the user profile will temporarily get an updated Quality of Service (QoS) for data traffic on the Verizon network for the duration of the incident.

After the incident has been completed or the time allotted for the incident has expired, all the participant end-user profiles will be set back to their original default profile.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

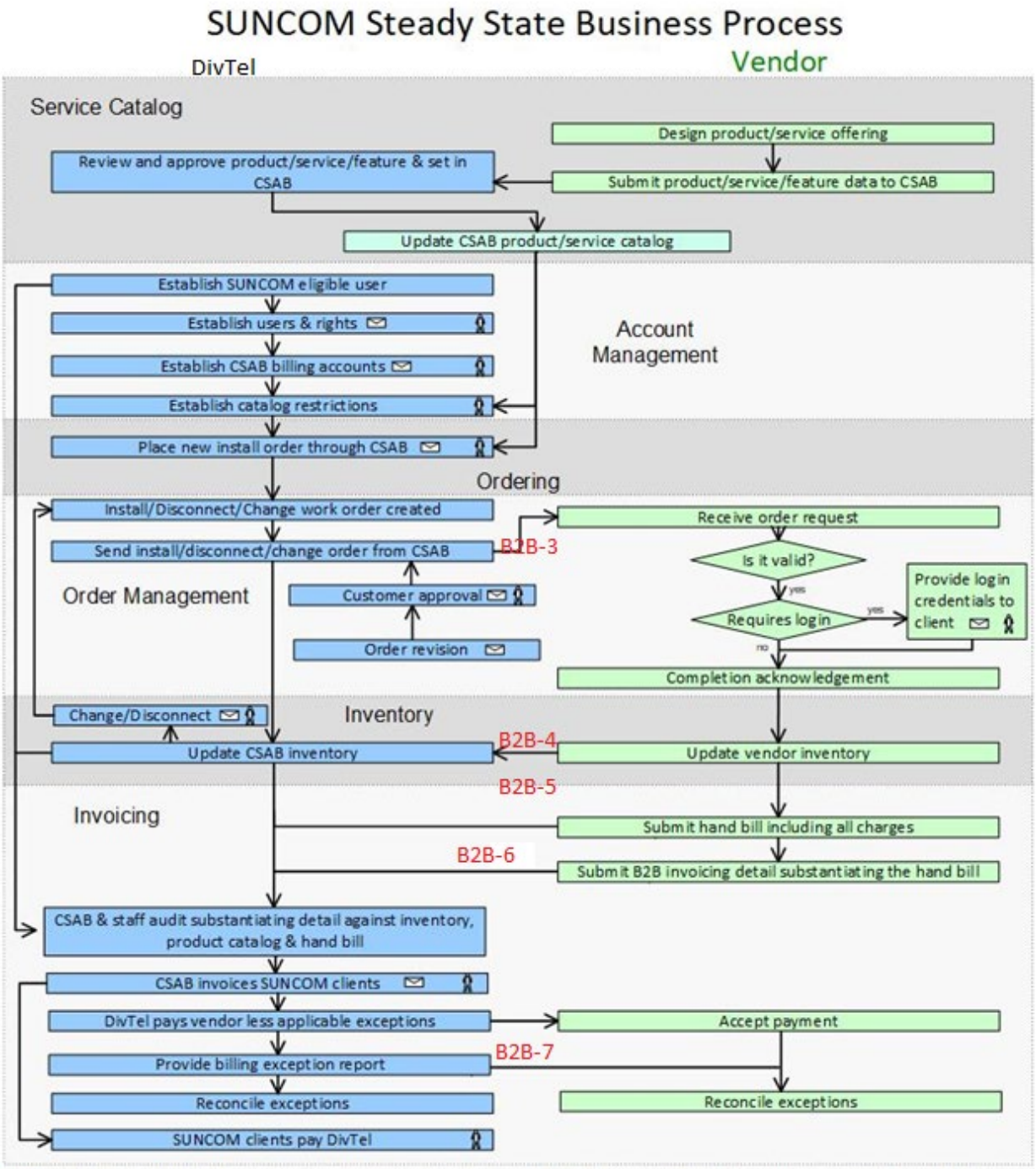
For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

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5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor may use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The DMS preferred method is API; however, this is not mandatory. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor may utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

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The Contractor shall only use manual review and data entry as a method of last resort. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the MCS services in the CSAB Service Catalog:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. A description of any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

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Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

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The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed.

Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice within two (2) billing cycles after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month, unless otherwise agreed with DMS in writing.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with the CSAB Inventory ID necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities.

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All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include usage for each billing period (start and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

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1. All bills should commence on the 1st and run through the end of the month based on the completion date, unless otherwise agreed by DMS in writing. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a catalog for Customers. The MFMP catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

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The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited

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discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

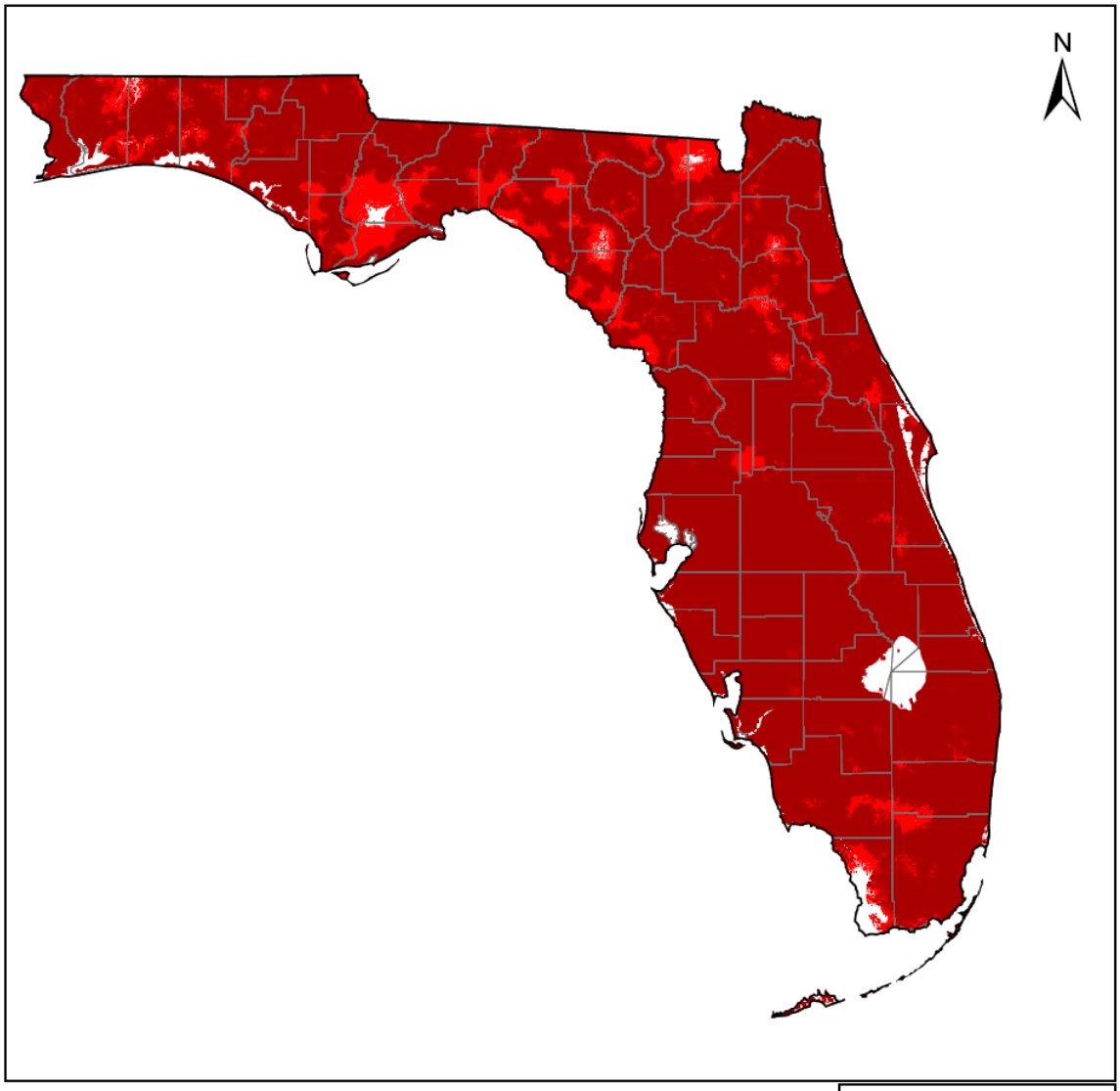
No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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Attachment A

verizon

Verizon Wireless 4G LTE Coverage - Florida



4G LTE Coverage

- 120 dB RLOPL
- 133 dB RLOPL
- COUNTY

0 35 70 140 Miles

Map Created on 11/24/2020

This map is not a guarantee of coverage and may contain areas with no service.
4G LTE Core Area - Access to the 4G LTE network within the Core area.
4G LTE Border Area - Access to the 4G LTE network within the Border area; certain conditions my cause your service to connect to 3G in this area.
This map shows approximately where rates and coverage apply based on our internal data. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service and service may vary significantly within buildings. With "all-digital" devices you can only make and receive calls when digital service is available. When digital service is not available your device will not operate or be able to make 911 calls. Check the roam indicator on your phone to determine actual areas where service rates apply.

Verizon's Experience Reply

Verizon Wireless ("Verizon") has the most reliable network utilized by public safety across the country. Our premier network is available in more than 500 markets and covers about 98% of the United States population with 2.4 million square miles of 4G long term evolution ("LTE") network coverage and capacity. Over our advanced 100% fiber optic network, we provide Voice over LTE Wireless Priority Services, enhanced private network traffic management, and Push-To-Talk Plus with Land Mobile Radio interoperability. In sum, we deliver the best in class LTE network for public safety today.

Verizon has many years of experience providing wireless communication services to public sector clients within the State of Florida. Additionally, we have provided point of contact information for agencies that have agreed to act as references for our wireless services. These agencies will determine what information they will share with you when contacted by the State.

We estimate our market share for 2019 to be 37.8% of the U.S. wireless retail subscriber base [includes postpaid and prepaid subscribers; calculation based on top four carrier-reported numbers]. At the end of the third quarter of 2020, the total number of the population covered within our licensed U.S. territories was 329.1 million. Our 4G LTE network is available to more than 99 percent of the U.S. population and covers 326.1 million people over more than 2.6 million square miles. For additional information, please see the attached coverage map(s) in Section # or visit www.verizon.com/coverage-map

It is important to look at coverage in terms of network reliability and the number of people who have wireless coverage within a given geographical area rather than the number of cell sites. Because of the improved spectral efficiency of the Orthogonal Frequency Division Multiple Access (OFDMA) technology used in 4G LTE network, we can serve a large population within a geographical area with higher voice quality and data speeds with a reduced number of resources. Our choice of the 700 MHz frequency as the basis of our 4G LTE network results in a longer range from the base station. The superior characteristics of the 700 MHz frequency range coupled with the use of MIMO (Multiple Input/Multiple Output) antennae will maximize the use of our existing network infrastructure while delivering high-speed, feature-rich services to our customers.

Customized Approach

Our robust network partner eco-system allows us to provide the right solution for the unique challenges that our first responders encounter daily. Today, we are solving first responder challenges: situational awareness, intelligent tracking and transport, energy management and community engagement.

Our approach is performance based to achieve the best possible solution while ensuring that our government customers have the network, features, functionality, and reliability that they deserve. The current industry available technological options would be available to the State of Florida ("the State"). It is important to note that Verizon is committed to providing the services that Florida requires now and into the future.

We believe in competition, thereby allowing industry and the marketplace to help establish the solution that can meet the objectives of the State including a technological architecture that would be cost effective, reliable, secure, and delivers the coverage and capacity needed by the State's users. Please also refer to Verizon's Public Safety FAQs included with this response for additional information.

We understand your concerns over cost, network reliability, security, coverage, and expertise in supporting Florida wireless mobile telecommunication services. Verizon Wireless has years of experience designing, implementing, and operating a wireless network in Florida and across the US. In a marketplace where some of our competitors ask customers to compromise on network quality, we, at Verizon, are united in our belief that "better matters" and confident of the unique role we play in delivering all the benefits of the digital world to our customers.

Our wireless devices, services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your end-users access to the applications they use the most, – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help public safety run more smoothly and efficiently.

Verizon's Public Safety Core
Verizon has built and operates its own Public Safety core dedicated to public safety communications. The network core manages and directs all communications functions, like network access and call routing. The dedicated public safety core operates separately from our commercial core and provides first responders with access to the company's 2.4 million square mile 4G LTE network. We make priority access and preemption services available to public safety when necessary and at no charge. In addition, we have invested in new mission-critical 4G LTE voice communications to complement existing services such as Push-to-Talk Plus ("PTT Plus"). PTT Plus already includes interoperability with existing Land Mobile Radio networks.

Our Commitment to Quality
Our commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We have invested more than $122 billion nationwide since 2000 to build and enhance our wireless network, and consistently earn top rankings from independent consumer reporting and testing institutions for network quality and performance.

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, power. They are also cross-trained to handle a wide variety of system maintenance issues - all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than 2 percent of the calls placed on our wireless network are dropped or fail to initially connect - even during the busiest hours of the day - as well as by our continual subscriber growth.

Network Performance
Recognizing that reliable wireless service is critical to your business, Verizon has established extensive preventive maintenance measures, network monitoring and system backup capabilities. These measures, coupled with our internal performance processes, enable us to provide our customers with levels of wireless service reliability that distinguish us from other national wireless carriers.

Two common service metrics used by the wireless industry to measure network performance are accessibility (ineffective attempts (IA) for voice calls or setup failures for data sessions) and retainability (lost calls [LC] for voice and dropped connections for data). Accessibility measures when a subscriber attempts to place a call or establish a data session and fails, and retainability measures calls or data sessions that are in progress but communication is interrupted by no overt act of the subscriber. While the industry uses these measures broadly to index call quality, we use one of the most stringent methods of applying these measurements. All reasons excluding landline network congestion are considered in arriving at the percentage figure that measures our wireless IAs.

We have experienced great long-term success in attaining the goal of keeping the aggregate percentage of accessibility or retainability failures below two percent across all of our markets. While our competitors may report percentages that are similar to ours, the methods of measurement by which they arrive at this network performance result may vary from the stringent methods we apply. When measured on a monthly average across the entire Verizon-owned and -operated network, our wireless network service level goals are:

- Cell availability (total Verizon wireless network):
— Cell availability is greater than or equal to 99.9% every month of calendar year

- Data:
— Dropped connections (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
— Setup failures (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
- Voice:
— Lost calls (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average
— Ineffective attempts (total Verizon wireless network): Less than or equal to 2 percent, reported nationally as a monthly average

Independent third party engineers conduct approximately eight million tests annually of our network, along with

other national wireless carriers' networks, while traveling almost 500,000 miles across all 50 states and the top 125 urban markets. The tests are a combination of voice, data and text in order to mimic real world users' experience.

Each test is analyzed as for the ability to access the network and complete the given task. For voice calls, they are classified as either a successful call, an ineffective attempt (a call that is blocked) or a lost call (a call that connects, but drops). Data testing includes large file downloads, uploads and smaller file downloads. The results are then published and analyzed by Verizon engineers to analyze all failures.

Voice network reliability test results have consistently shown that the number of ineffective attempts for our national network, in major metropolitan centers and some remote areas, is lower than for any other national carrier. Test results also indicate that voice calls that connect on our network are more likely to stay connected for the duration of the call. Similarly, the data network reliability test results establish that we have the nation's most reliable wireless 4G LTE network, successfully setting up a higher percentage of data sessions than any other national carrier, and successfully completing a higher percentage of tasks during those sessions.

In addition to the strenuous third party drive collection, Verizon also leverages many other data sets to ensure that the network continues to perform at the highest level. This includes additional third party information as well as internal Network KPIs that are constantly monitoring the performance of the network.

Business Continuity
Verizon has taken many steps to prevent outages from affecting our wireless customers. Our emergency response capabilities have been tested and proven during many difficult situations including wildfires, tornadoes, flooding and hurricanes.

Our Network
Our reliable network is a combination of strong technology and capable employees. Network operations teams across the country conduct exercises each year to confirm team members have access to contacts, systems, tools, and suppliers to resolve the impact if any disruption occurs. These teams are empowered to identify and implement ways to make our network stronger, more efficient, and available for our customers when they need it, even during natural disasters. Thanks to these efforts and ongoing preparations and investments, our network has stayed strong – even through the natural disasters of past years – while other communication networks often were adversely impacted or failed.

We provide voice and data service through a sophisticated wireless network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. Many critical network systems are located in geographically diverse locations. The most critical systems provide un-interrupted service to customers, even if one location is damaged. These systems are designed to automatically fail-over to an alternate location with minimal, if any, impact to customers. These systems are tested at least annually as part of the Business Continuity/Disaster Recovery program, and in many cases are tested more frequently to maintain reliable service.

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

Mobile Switching Center (MSC)
The loss of a MSC is one of the most serious of possible scenarios. Each MSC is protected by automatic power backup systems, by automatic fire-suppression systems, and by physical security systems and alarms. In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

Cell Site
We have thousands of cell sites across our nationwide network to provide the desired level of service, both in terms of capacity and quality of service. We continue to increase the density of our cell sites, often through small-cell locations, which can provide overlapping coverage and reduce impact to our customers if an individual cell site is damaged or disrupted. Despite the large number of sites, we still take the loss of a single cell site seriously. Cell sites are protected by automatic fire detection systems, by physical security systems and alarms, and most have automatic power backup systems, including batteries and generators. Through arrangements with our suppliers, any major components of a cell site, up to and including the building and tower, become an immediate priority restoration effort on the part of both Verizon and our suppliers.

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Service Protection and Restoration Strategies
Service protection and restoration strategies are an integral part of our wireless network management. MSCs, Network Data Centers, and cell sites are automatically and continuously monitored for numerous factors, from call processing to room temperature. All MSCs and cell sites have battery backup and most cell sites have permanent generators. We also maintain and utilize a fleet of dozens of Cell on Wheels (COWs) and Cell on Light Trucks (COLTs), and Generator on a Trailer (GOATs) that can be rolled into hard-hit locations or areas that need extra network capacity. In addition, we also maintain towers on wheels and portable generators. We have implemented Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provide priority service restoration if a circuit is disrupted.

Monitoring and Alarm Systems
We have two geographically diverse Network Operations Centers (NOCs) that monitor all facilities, cell sites and switches across our nationwide network. These NOCs are staffed 24x7 with experienced personnel who work closely with the regional field operations teams and with suppliers to coordinate and expedite the restoration of service in the event of outages. We have set up alarms for critical components at the cell sites and the MSCs. These send prioritized alarms and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from a technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time
In the event of an alarm or other failure indicator, our personnel will be dispatched to the cell site, MSC, or Data Center with a standard set of spare parts and repair equipment, in addition to other parts and equipment that are indicated by the nature of the alarm and failure. Maintenance personnel provide ongoing support for our equipment and facilities to minimize the possibility of disruptions and to verify proper performance. We work closely with our suppliers to see that we have access to their engineering personnel and replacement equipment when required. We also have the ability to dynamically reroute traffic over our backbone network to address switch, microwave, interconnection problems, or capacity issues.

Respondents Experience
While Verizon Wireless is truly a 21st century company, the mergers that formed Verizon were many years in the making, involving companies with roots that can be traced to the beginnings of the telecommunications industry in the late 19th century.

Verizon Wireless has been in business since 2000; however, the companies that merged to form Verizon Wireless had been in business for an average of 15 years. Verizon Wireless has more than 120.3 million wireless retail connections (September 30, 2020). We provide wireless service to organizations of all sizes including small businesses, Fortune 500 corporations, including federal, state and local governments. We also have considerable experience providing service to entities with subscriber lines in excess of 10,000.

Additionally, we have included point of contact information for entities that have agreed to act as references for our wireless services. These entities will determine what information they will share with you when contacted by DMS. Please refer to completed Form 6 - Business Experience included in this response.

Software Support: Third Party Solutions
We offer an array of mobile business solutions from our strategic technology partners (Third-Party Solution), giving organizations access to some of the industry’s most innovative products and services, with the added benefit of enabling customers to consolidate their mobility spend on a single bill.

Enterprise Management Solutions

IBM MaaS360 with Watson
IBM MaaS360 with Watson is a trusted enterprise mobility management (EMM) solution that makes working in a mobile world simpler and more secure. It uses powerful mobile device management with comprehensive, integrated protection to enable applications, content, email and devices, without compromising the user experience, data security or privacy. IBM MaaS360 is the first EMM to integrate Machine-Based Learning/Artificial Intelligence into the EMM suites via Watson.

IBM MaaS360 with Watson delivers insights and analytics to make it faster, easier and more effective to manage and secure endpoints, their apps, data and content.

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MobileIron
MobileIron provides Enterprise Mobility Management (EMM) security and solutions for Mobile Application Management (MAM), Mobile Content Management (MCM) and Mobile Device Management (MDM), meeting the needs of small, medium or large enterprise customers. MobileIron EMM:

Security Management Solutions
Asavie Moda
Asavie Moda is a mobility service that optimizes employee productivity and gives businesses control and visibility to ensure a safe mobile internet experience. It is a network-based solution that enables businesses to manage security and productivity along with rich reporting insights on all their mobile devices.

Lookout Mobile Endpoint Security
Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage via mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.
Lookout empowers your organization to adopt secure mobility across personal and corporate owned devices without compromising productivity, employee privacy or user experience.

NetMotion Software
NetMotion's software solutions improve the performance, visibility and security of your mobile enterprise. NetMotion software gives your IT team the tools to monitor and dynamically make decisions using real-time data and analytics. NetMotion software has helpful management features

Samsung Knox
The Samsung Knox is a defense-grade security platform built into the latest mobile devices. This enterprise solution allows companies to secure, manage and customize their Samsung devices using one platform. It offers a cloud-based platform that enables users to remotely set corporate device policies and security measures, configure apps and user access, and activate/deactivate devices. Knox Workspace.

Collaboration and Productivity Solutions

BlueJeans
The BlueJeans video collaboration platform helps you modernize today's meetings to better meet the needs of today's workforce. It gives employees video conferencing solutions that enable them to virtually meet and communicate at a moment's notice with teammates, partners and customers. Moreover, BlueJeans' Smart Meetings technology includes in-app intelligence to capture the most important discussion points, assign action items, and quickly replay meeting highlights to help bolster the effectiveness of each meeting.
BlueJeans empowers fast and easy face-to-face communications, using video conferencing solutions to help bring people closer together for more effective collaboration. The platform combines high-quality audio, HD video and web-conferencing capabilities for cloud-based meetings or large interactive events. The BlueJeans video conferencing platform features a number of tools that help make it easier for workforces to communicate and collaborate virtually anywhere and anytime – simply, easily and securely.

doForms
doForms is a mobile data collection platform that provides a paperless solution for business customers. With easy form customization, doForms captures information such as GPS location, job dispatch and scheduling, mobile payment and inventory management with barcode scanning options. doForms has pre-built vertical-based solutions for healthcare, field services, transportation and retail.

GoCanvas
GoCanvas is a platform for creating and editing your own mobile app (forms) which enable users to capture information electronically on a smartphone, tablet or PC and send it to customers, colleagues or partners in seconds. GoCanvas facilitates the elimination of paper forms and increases productivity through mobile apps on just about any mobile device. GoCanvas App Store houses over 20,000 free mobile form templates including invoices, checklists, inspection apps, other common business documents and apps for specific verticals including Construction, Retail, Distribution, Healthcare and Professional Services. Businesses can customize existing applications or create their own. GoCanvas also enables you to generate high quality, professional PDF files to automatically send to your customers.

Intrepid Networks

Intrepid Networks' integrated mobile platforms are designed for Law Enforcement, Emergency Management, EMS, Fire and Rescue teams, as well as any team requiring coordination between disparate team members. The Intrepid Response package provides the entire team with a real-time, easily accessible, common operational picture. Providing next-gen situational awareness is what makes Intrepid Network's suite of products the ultimate resource for coordination beyond visual range while providing greater front-line intelligence.
Intrepid's situational awareness apps can also fit a number of private sector business critical security needs. For example, they can be used for event management and crowd control at major sporting events, dignitary visits or other events that have integrated response teams who need to know what's happening at any given time. These teams also want to know where each team member is located and be able to share vital information as needed. Private and corporate security organizations can also benefit from similar requirements. Other private sector uses include infrastructure protection, where teams are assigned as security or emergency responders to protect important buildings and structures, such as hospitals, nuclear reactors and oil refineries.

Verizon Mobile Device Management
Verizon Mobile Device Management (MDM) is a Verizon-branded management portal that integrates Verizon differentiated services into a unified and intuitive customer experience. Verizon's MDM solution features Enterprise Firmware Over the Air (FOTA) Management, Device Diagnostics for Verizon Wireless customers, Broadband Mobile Hotspot Management, and Unified Endpoint Management.
Verizon's Business and Government Customer Operations (BGCO) teams handle support for ordering licenses and billing. However, Verizon Wireless is not the licensor of the mobile business solution. Customers obtain any license directly from the applicable Third-Party Solution provider. Customer support for Third-Party Solutions may be obtained directly from the Third-Party Solution provider or by calling Verizon Wireless technical support. The BGCO provides basic Tier 1 support, which may include set up and how to use, before advising customers to contact the Third-Party Solution provider directly. BGCO support can be reached at 800-922-0204. If the BGCO determines that an inquiry is not one concerning Equipment or Wireless Service, BGCO support may transfer the service request to appropriate Third-Party Solution representatives.

Device Support
Device Training
Your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software. The Online Learning Center can be accessed at https://www.verizon.com/support/simulators/ .

Device Warranty
As part of the wireless device equipment package, your employee will receive the manufacturer's equipment warranty, typically one year in length.
Whether or not a new device is defective out of the box, your corporate-liable end users may return wireless equipment purchased from us for any reason within 30 days of the original date of purchase.

31 Days to 12 Months
If a device is found to be defective more than 30 days but less than 12 months after the purchase date, and the malfunctioning device is still within the manufacturer's warranty period, you may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit.

13 Months to 23 Months
If the defective device is beyond the manufacturer's warranty period, we will offer a Certified Pre-Owned device for purchase.

24 Months or More
If a device is found to be defective 24 months or more after the purchase date, and is not covered by an equipment protection program, unless otherwise provided in your agreement, your Government Subscribers will be eligible to upgrade at your discounted corporate equipment price at the end of a two-year agreement.

Several equipment protection programs are available for an additional monthly fee.

Staffing and Support

Key Staff Positions
As an incumbent service provider to the State, Verizon's experienced account support team understands the State's unique requirements and provides an experienced team (inclusive of local staff) to proactively meet its needs and address any issues or concerns which may arise.

The following table describes the key staff qualifications of the support team for State of Florida:

Position	Typical Verizon Experience	Role	Minimum State of Florida Qualifications
Account Manager	5+ years	Responsible for sales and customer support to government accounts within the State of Florida. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Ensures the appropriate amount of staff at any given time from the Customer Support team. Available twenty-four (24) hours a day, 365 days of the year.	A minimum three (3) years' experience working with government clients in a government account management or sales role. A knowledge of government business practices, including State practices and practices of Customers and public Safety Services. At least three (3) years' work experience in the telecommunications industry. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.
Project Manager* *To be determined based on assessment and/or evaluation of currently implemented solutions. This role to be reviewed and discussed during the contract negotiation phase.	TBD	Oversight and responsibility for all assigned projects under the DMS contract. Act as point of contact for DMS to coordinate all implementation and migration. Manage and direct the planning of the staff and resources in support of assigned projects under the DMS contract.	Responsible for every aspect of all projects related to the DMS Contract. Lead and direct teams to deliver projects within the constraints of schedule, budget, and resources. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from

			Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS
Business Operations Manager	3+ years	Oversight of business operations, including billing, ordering, and related business operational procedures under the DMS contract. Communicate DMS concerns to the appropriate Verizon management personnel. Authorized to effect business operational procedures and related outcomes in support of the DMS contract.	A minimum of three (3) years' experience working with government clients. Knowledge of government business practices, including State practices and practices of Customers. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization
Global Enterprise Advisor	2-4 years	Manages day-to-day account activity, complete account-specific projects, monitor accounts receivables, and, as needed, conduct bill reviews with authorized contacts to promote accurate billing. Can also provide personalized support for billing escalations and non-standard requests.	
Engineering and Design Manager* *This role to be reviewed and discussed during the contract negotiation phase based on DMS' forecasted needs for dedicated support.	3+ years	Point of contact for all engineering and design issues. Responsible for directing all aspects of engineering and design concerns for the services. Authority to direct staff. Available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to address the State's requests.	A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable. Five (5) years or more of engineering work experience.

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Operations and Security Manager *This role to be reviewed and discussed during the contract negotiation phase based on DMS' forecasted needs for dedicated support.	5+ years	Serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. Point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. Available twenty-four (24) hours a day, 365 days of the year as needed to manage operational and security concerns and to address the State's request	A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans. Experience with information security architecture and security tools. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS. May also be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.
Technical Specialist	3-5 years	Essential knowledge of cellular networking, switch operations, and data applications. Investigate, diagnose, and resolve customer inquiries. Troubleshoot roaming issues, support 800 line specialists, Company Stores, and roaming partners.	

CSAB Administrator	3 years	Approves and monitors CSAB access privileges for Manages closeout and past orders. Reviews inventory data for Verizon services. Monitors other access as approved by DMS	.
Customer Service Representative	4 years	Implement voice and data applications and resolve daily operational issues including training. Support of projects, implementations as well as operational changes.	
Technical Support	5 years	Team with specialized knowledge of cellular networking, switch operations, especially focused on data applications and solutions. Investigate, diagnose, and resolve customer inquiries beyond basic billing/device concerns. Coordinates trouble resolution with Verizon Network Repair Bureau, suppliers and wireless solution partners.	

Verizon must retain discretion and control over assignment of account management, customer support or other such Verizon personnel. Our prospective employees are investigated and reviewed to determine whether they merit employment at the positions for which they applied. All such information remains confidential and shared with third parties only on a need to know basis. Our employees are covered by the Verizon Code of Conduct, which can be provided for your review upon request. At any time, you may provide feedback to us regarding the skills, qualifications and performance of any member of the account management team. We will make every effort to notify you of any changes in your account team.

In the event of any change to any member of your account management team, we will work with the DMS towards achieving a smooth transition. Additional account support procedures are available in the event of personnel change. In addition, you can use escalation procedures as well as the cross-trained skills and experience of many account support personnel.

We may review any recommendations from you, as allowed by law, that will assist us in placing a Client Partner or Account Manager with the appropriate skills to support your account initiatives.

Although our goal is continuity of the Verizon account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of your contract. The structuring of the Business and Government Customer Operations organization enables all members of the Business and Government Customer Operations organization to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

Account Team

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As an incumbent service provider to the State, Verizon provides an experienced account support team, inclusive of local staff to proactively address any issues or concerns which may arise.

The Verizon Account Team
Since 2004, Verizon has used a dedicated government sales and support model for all government sales in the state of Florida. The team is solely dedicated to state and local government and specifically trained in government contracting, ethics and compliance. This team provides local frontline sales and support to public safety, state, and local government as well as local EOC support during times of crisis. Today the team consists of over 40 employees living in Florida with a combined 240 years of experience supporting the State of Florida Department of Management Services Wireless Contracts with Verizon.

Account Manager: Tom Madden, Government Client Partner, Public Sector, Verizon Business Group,
As an incumbent Service Provider to the State Verizon's proposed Account Manager, Tom Madden, has served in this required key staff position and is well versed in DMS' requirements. Tom's credentials and 25 years experience meet or exceed all of DMS' requisite qualifications. Upon contract award, Tom will continue to fulfil the role of DMS' primary point of contact and full-time Account Manager for all MCS services provided under the resulting new Contract

The Account Manager for DMS under the State contract will serve as senior manager and primary contact, with responsibility for all day-to-day MCS issues, and the coordination and resolution of all MCS activities. These duties may include but are not limited to; overseeing account activity, discussing wireless communications objectives, as well as addressing any issues or concerns with the appropriate level of management (as necessary) working in concert with the rest of your support team. The Account Manager will continue to serve as the lead on account development, training, demonstrations, product updates, pricing, and statewide contract management. The Account Manager (or designated backup(s)) will be available twenty-four (24) hours a day, 365 days of the year to support the State's needs. Please refer to the resumes included with this response for further details.

Saikham Baccam,Coordinator – Business Operations / Direct Account Support Rep
Verizon Business Operations manager Saikham Baccam,Coordinator – Business Operations / Direct Account Support Rep is responsible for sales and customer support for government accounts within an assigned geographic territory. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Provides follow-up training for new customers, handles equipment issues, performs rate plan analysis, explains billing and interacts with the Government support center on customer service issues. Please refer to his resume included below for additional detail.

Customer Support Team
The Business Government Customer Operations ("BGCO") team assigned to the State of Florida is determined by the geographical area of your headquarters location and can be reached toll-free at 800-922-0204.
In the event your employees seek assistance after your BGCO team's hours, our standard full-service wireless Customer Care team is available from 8 AM - 9 PM, Monday through Saturday, and 8 AM - 5 PM on Sunday, in each time zone. Customer Care can be reached toll free at 800-922-0204 and airtime-free at *611 from the wireless device. These Customer Care representatives are not specifically trained to support our government accounts, but can address many of your employees' inquiries.

If you are experiencing a technical issue with your service or equipment, our wireless technical support staff is available 24/7, 365 days of the year and can be reached toll free at 800-922-0204. Your authorized contact also has the option of contacting your Global Enterprise Advisor/Account Manager for assistance in managing your account. Please refer to the table above for additional information regarding the qualifications and experience of the team assigned to support the DMS contract.

End User Training and Support
Your Verizon account team can create a training program with your assistance and guidance. This training program could include on-site training at locations across the country, online training currently available by device/application at www.verizonwireless.com and webinars as needed to ensure your employees are comfortable with their new devices and services.

On mutually agreed upon days and times, a Verizon account team member can be assigned to your organization's location for additional support and training of your Government Subscribers at no additional charge. If equipment is delivered by a Verizon representative, the account team member can review the basic features of the device, as well as any service features you may be receiving. Alternatively, if equipment is shipped to your organization, your

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employees always have the ability to contact their account team member in order to receive additional information on any features or services.

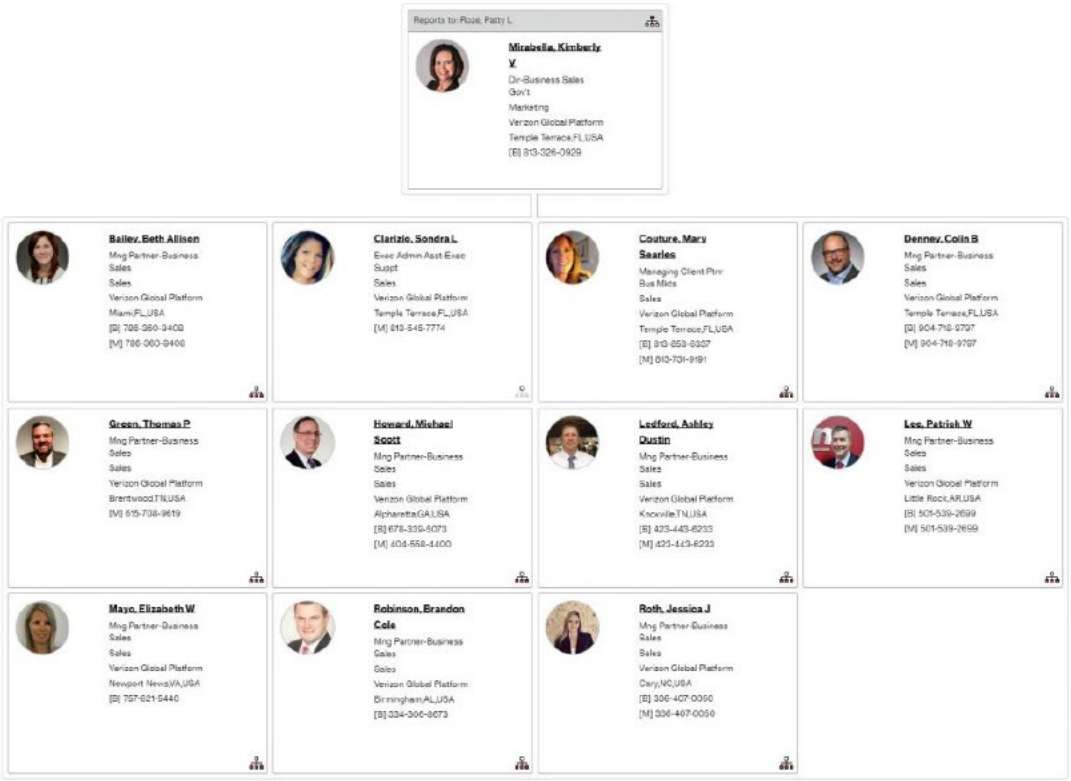
Please note, your employees can learn about device hardware, software applications, email setup and Smartphone maintenance on their own schedule through our Online Learning Center sessions. There are recorded and/or live sessions available presented via Adobe Connect software. The Online Learning Center can be accessed at

https://www.verizon.com/support/simulators/ .

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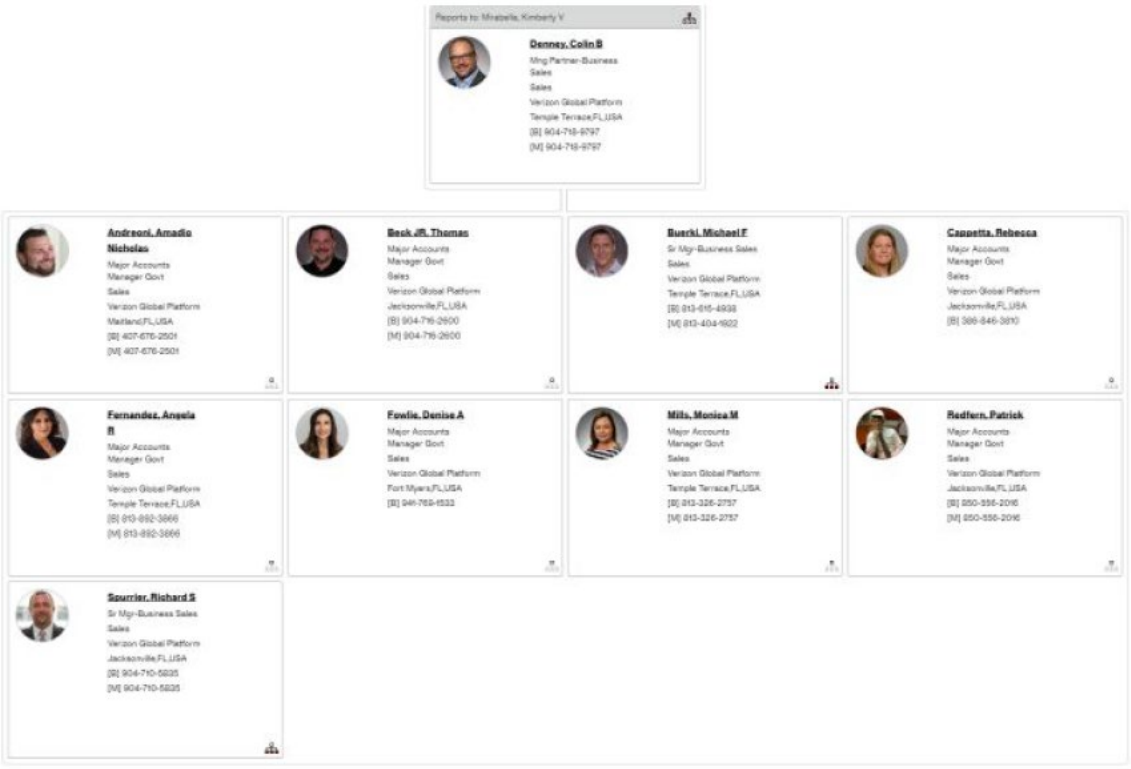
Organizational Charts

Leadership SouthEast Region Government Sales Support

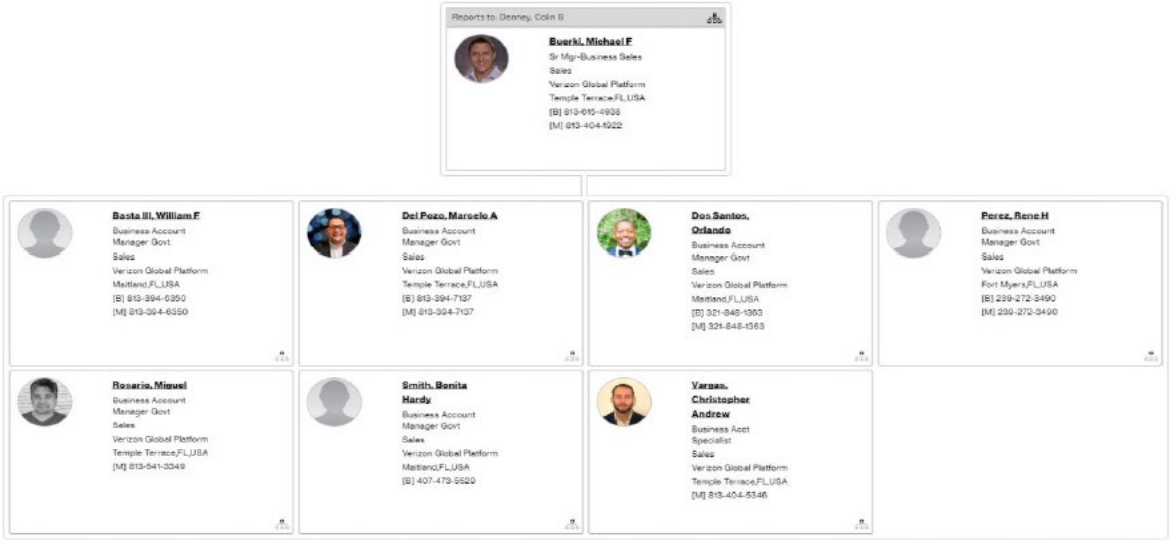


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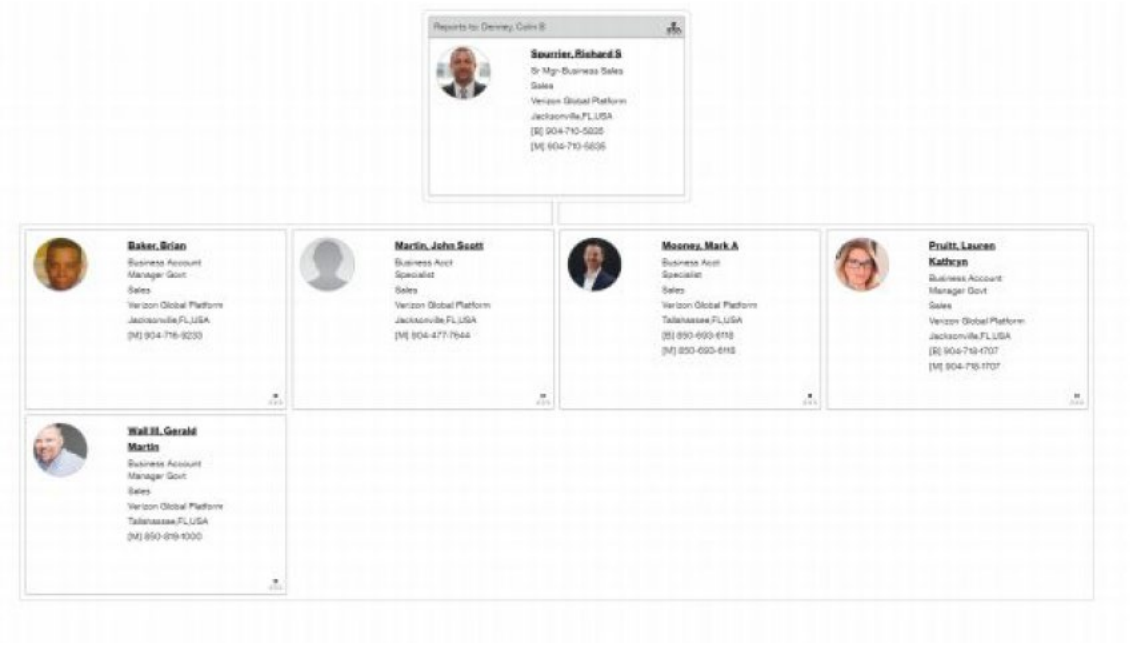


North/Central Florida Government Sales Support



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North/Central Florida Government Sales Support



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South Florida Government Sales Support

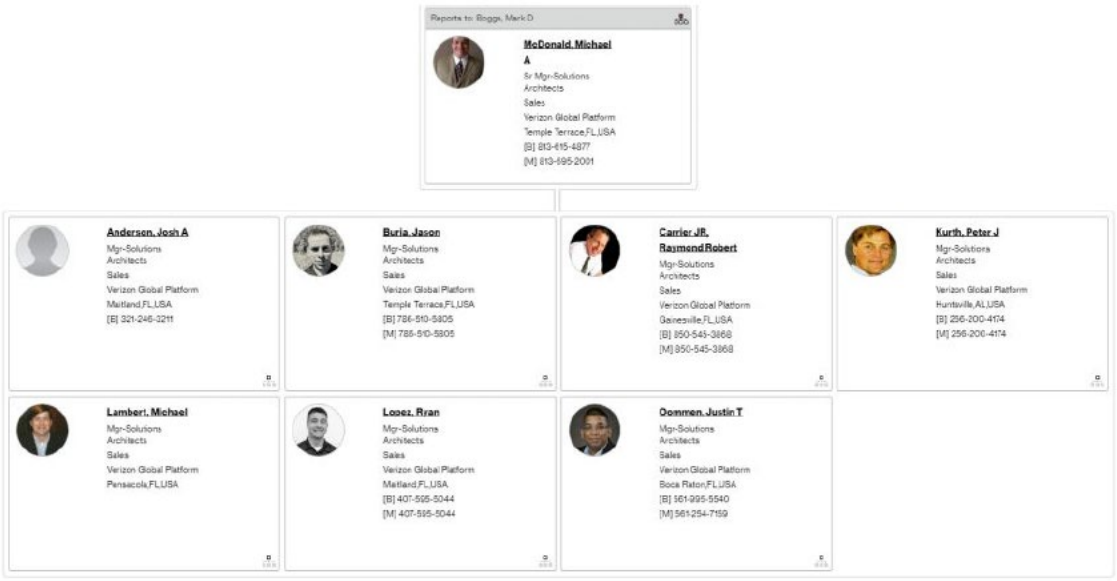


South Florida Government Sales Support



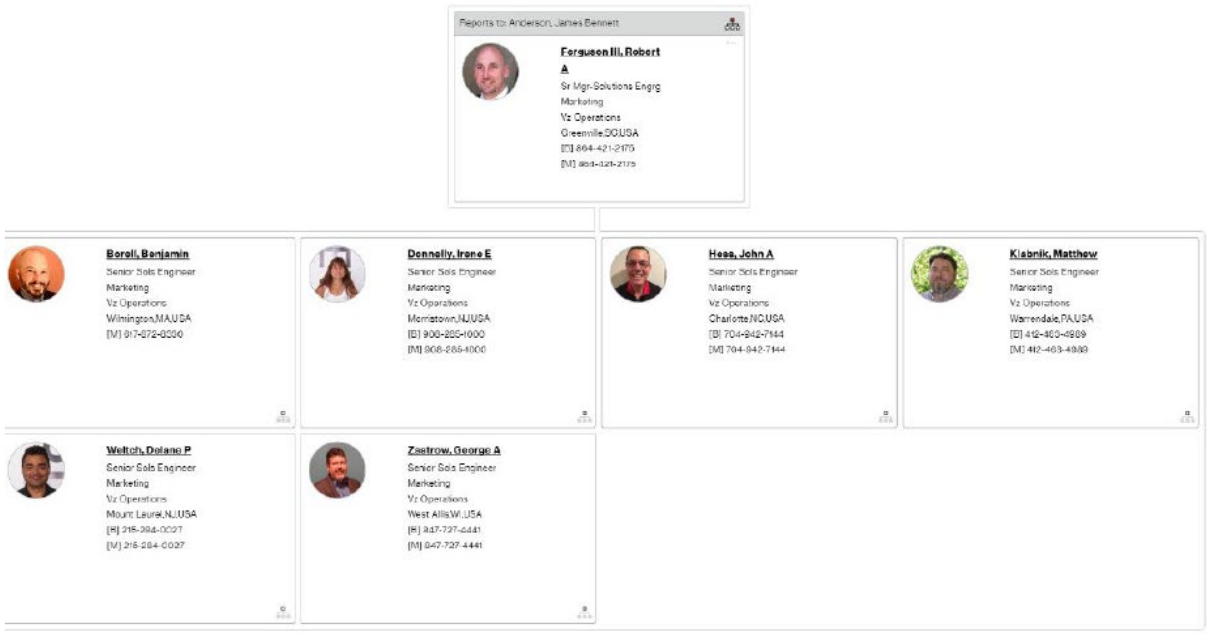
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Solutions Architects



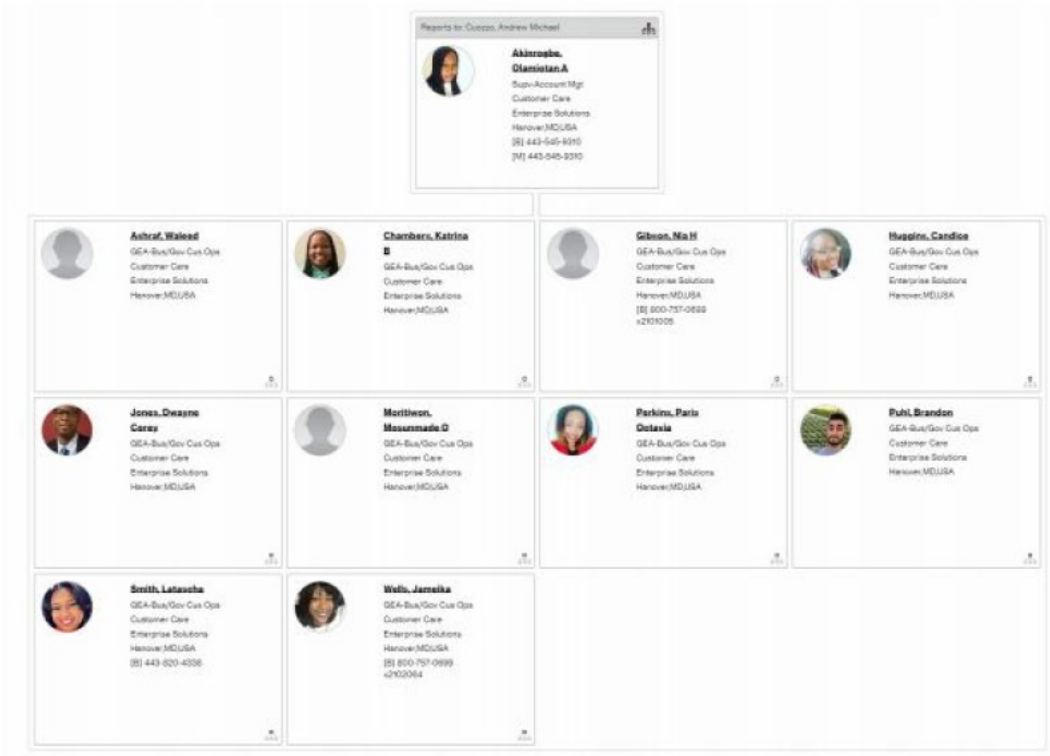
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Solutions Engineer



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Business Government Customer Operations Support



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Letter of Bondability

MARSH

November 5, 2020

Florida Department of Management Services
4050 Esplanade Way
Suite 335.3Y
Tallahassee, FL 32339-0950

Re: Mobile Communication Services

To Whom It May Concern:

Liberty Mutual Insurance Company, a corporation under the laws of the State of Massachusetts, with an office and place of business 175 Berkeley Street, Boston, MA 02116, represents Verizon Wireless for surety bonding needs.

At the present time, Verizon Wireless is in a position to consider single projects up to $5 within an aggregate limit of $250 Million. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Verizon Wireless. At the request of Verizon Wireless, Liberty Mutual Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Verizon Wireless and Liberty Mutual Insurance Company, and will be subject to Liberty Mutual Insurance Company's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Liberty Mutual Insurance Company assumes no liability to Verizon Wireless, third parties or to you if for any reason Liberty Mutual Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Erin M. Margelis
FL Non-Resident License Number E095788
Liberty Mutual Insurance Company
A by A. M. Best Financial Size Category XV

SOLUTIONS...DEFINED, DESIGNED, AND DELIVERED.

MARSH & McLENNAN COMPANIES

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State of MARYLAND
County of PRINCE GEORGE'S } ss:

On November 5, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Erin M. Margelis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/05/2023

Adanna Brathwaite
Notary Public

ADANNA BRATHWAITE
Notary Public-Maryland
Prince George's County
My Commission Expires
November 05, 2023

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Erin M. Margelis all of the city of Washington, state of District of Columbia each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Marsh MSurety POA LMIC OCIC WAIC Multi Co_042019

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Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	
Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities		
Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/20

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Department of MANAGEMENT SERVICES
We Serve Those Who Serve Florida

Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Attachment C
Final Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Financial Consequences are capped at 4% of the annual revenue. This cap shall exclude all Project Management SLAs (i.e., SLA-D1 through D9).					
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within sixty (60) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within one hundred and twenty (120) days of vacancy or within the timeframe established by the Department after a waiver of the one hundred and twenty (120) day requirement, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review candidates for key staff positions, the SLA clock will be suspended during the DMS review.

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			c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1		c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$250 per day	The clock stops when an acceptable final Staffing Organizational Chart is provided to DMS. The SLA clock is on hold while DMS reviews.
Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	5% of the affected end users' monthly recurring costs (MRC)	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. In the event there is an IP connectivity failure

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					caused by the Contractor's primary IPSec VPN appliance, the Contractor's network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Contractor devices or other as agreed upon by DMS. The financial consequence shall be charged to the Contractor if their primary and secondary VPN appliances fail simultaneously or other Contractor network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Contractor shall be exempt from this SLA

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					if the MFN primary and secondary VPN appliances fail simultaneously.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$2,000 per day	The SLA clock starts when an upgrade is needed as shown and documented by the Contractor. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.
	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$250 per day	The clock stops when an acceptable SLA Compliance Report is provided to DMS.

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					The SLA clock is on hold while DMS reviews.
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$250 per day	The clock stops when an acceptable Escalation Activity Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$250 per day	The clock stops when an acceptable Zero Usage Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$250 per day until developed or until updated	The clock stops when an acceptable Escalation Procedure Development and Updates are provided to DMS. The SLA clock is on hold while DMS reviews.

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	SLA-B7	Notification, Planned Maintenance	Notification of any planned maintenance must be received twenty-four (24) hours prior to any planned maintenance, in accordance with SOW subsection 3.19.4 and section 4.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically twenty-four (24) hours prior to any planned maintenance for which notice is not provided.
	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4 The Contractor shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within five (5) hours (maximum) from the outage start time. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.

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	SLA-B9	Notification, Unplanned Outage	Notification received within sixty (60) minutes after the discovery of unplanned outage impact, in accordance with SOW subsection 3.19.4 and section 4. The Contractor shall send within sixty (60) minutes (minimum) an electronic notification which informs DMS of an unplanned outage which includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Contractor's system.	$250 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies sixty (60) minutes after discovery of unplanned outage impact for which notice is not provided.

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	SLA-B10	Migration of Existing MCS Customers	Customer migration will be completed for State agencies within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, and will be completed for current MCS OEU Customers within one-hundred and eighty (180) days of completion of the Services Infrastructure Checklist in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all State agency End-users are identified as either migrated or no longer receiving services from the Contractor.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days upon Contract execution and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within thirty (30) days upon Contract execution, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.

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	SLA-D1	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$250 per day	The clock stops when an acceptable Project Management Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D2	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$500 per day	The clock stops when an acceptable Disaster Recovery Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D3	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	The clock stops when an acceptable Project Status Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D4	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	The clock stops when acceptable Guides is provided to DMS. The SLA clock is on hold while DMS reviews.

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	SLA-D5	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	The clock stops when acceptable Project Closure Documentation is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D6	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	The clock stops when an acceptable Implementation Plan is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D7	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	The clock stops when an acceptable Incumbent Contractor Weekly Migration Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-D8	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$250 per day	The clock stops when an acceptable Individual Customer Specific Migration Plans is provided to DMS. The SLA clock is on hold while DMS reviews.

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	SLA-D9	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department and the Contractor within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$5,000 per day	The clock stops when the Services Infrastructure Checklist is complete. The SLA clock is on hold while DMS reviews.
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$250 per day	The clock stops when an acceptable Public Safety Service Plans and Devices Report is provided to DMS. The SLA clock is on hold while DMS reviews.
Business Operations	SLA-F1	Invoicing to DMS	Complete and accurate invoices to DMS must be submitted no later than the 10th calendar day of the month for services in arrears, in accordance with SOW subsection 5.10. This excludes Direct-Billed Accounts.	$250 per day	The SLA clock stops when the timestamp for when the proper electronic billing file is submitted to the Department.

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	SLA-F2	Application of Billing Credits	Apply each credit by the second available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10 This excludes Direct-Billed Accounts.	$750 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$750 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Monthly Report is provided to DMS. The SLA clock is on hold while DMS reviews.
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$750 per day	The clock stops when an acceptable Direct-Billed Accounts Quarterly Report is provided to DMS. The SLA clock is on hold while DMS reviews.

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Definitions

Access Discount: Government Subscribers are eligible for a 23% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Discount Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Discount Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribers.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between select wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Network Speeds on the Verizon Wireless Network (4G LTE): Uploads: 2-5 Mbps and Downloads: 5-12 Mbps

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Pricing Index may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Subsidized Equipment: Equipment purchased at Verizon Wireless government matrix and/or government promotional price. Subsidized Equipment must be active for 24 months or more before being eligible to be upgraded. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor's network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service

Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 v.2, please contact your local Verizon Government Sales representative for additional information. ©Verizon2021.

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continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

ThingSpace Mange: ThingSpace Manage ("ThingSpace") provides Customer with the ability to remotely monitor and manage its M2M/IoT devices. If Customer desires to access and use ThingSpace, it must so request in writing, and Verizon Wireless shall provision ThingSpace on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. ThingSpace set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of ThingSpace are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the ThingSpace including any alterations, modifications, improvements and derivative works thereof.

Legacy Pricing. All custom plans and features excluding machine-to-machine plans existing under the Agreement prior to the Effective Date of the Agreement ("Legacy Plans"), shall be retired and will no longer be available for new line activations, lines changing plans or lines upgrading Equipment. Verizon Wireless will allow Customer's existing Government Subscribers who are currently on such Legacy Plans to continue at the pricing, terms and conditions contained in such Legacy Plans until the Government Subscriber either changes plans or upgrades Equipment.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

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STATE OF FLORIDA CUSTOM PER UNIT PLANS AND FEATURES

Custom State of Florida Nationwide Voice Per Minute Calling Plan			
The calling plan below reflects the monthly access charge discount. No additional discounts apply.			
200 Text/Picture/Video Message Option 600 Mobile to Mobile Minutes (82587)		No Domestic Roaming or Long Distance Charges 600 Night and Weekend Minutes (72711)	
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime Voice Allowance Minutes Per Month	Voice Per Minute Rate
(86680)	$0.00	0	$0.049
Optional Features			
Text, Picture & Video Messaging	Per the applicable Custom State of Florida SMS/MMS Per Message Feature rate		
Domestic Data Sent or Received	$1.99 per MB or per Data Package		
Unlimited Domestic Push To Talk Plus	$10.00		

Notes: 4G Basic handset devices Only. See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. Must request SMS and/or MMS option to receive 200 included Text/Picture/Video messages option. PTT Plus service requires; PTT Plus feature, PTT Plus enabled device, and PTT Plus coverage. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans or may purchase equipment at full retail price. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

Custom State of Florida Nationwide Machine to Machine (M2M) Per Megabyte Calling Plan			
The calling plan below reflects the monthly access charge discount. No additional discounts apply.			
Data for Telemetry (M2M) devices only		This plan may NOT be used for email	
SOFL Plan Number	Machine to Machine (M2M) Monthly Access Charge Per Line	Domestic Megabytes (MB) Allowance Per Month	Data Per Megabyte Rate
86693	$0.00	0	$0.099

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. Machine-to-machine coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
Current data coverage details and additional plan information can be found at www.verizonwireless.com.
Only Customer-provided, 4G-capable machine-to-machine devices may be activated on this plan.
If the voice block feature is removed, subscribers will be charged $0.049 per minute for voice calls.

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4G Basic Phone Push to Talk Plus (PTT+) Only Plan: Government Subscribers Only

	Push to Talk Plus Only Plan
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	$0.049
Data Sent or Received	$1.99 per MB or per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.

See attached Calling Plan and Feature Details for important information about calling plans, features and options. If the voice block feature is removed, subscribers will be charged $0.049 per minute for non-Push to Talk Plus voice calls. (94976)

4G Smartphone Phone Push to Talk Plus (PTT+) Only Feature: Government Subscribers Only

	Push to Talk Plus Only Feature
Monthly Access Charge	$10.00
Domestic Anytime Voice Minutes Per Month	0
Push to Talk Plus	Unlimited
Domestic Voice Per Minute Rate	per voice/data plan
Data Sent or Received	per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
Push to Talk Plus is only available in the United States. This price plan can only be used with a 3G Basic or 4G Basic PTT+ capable device.

See attached Calling Plan and Feature Details for important information about calling plans, features and options.

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State of Florida Nationwide Voice Calling Share Plans: Basic Phones Only Government Subscribers Only **The calling plans below reflect the monthly access charge discount. No additional discounts apply.**		
Monthly Access Charge (shared minutes)	**$14.99**	**$29.99**
Shared* Domestic Anytime Voice Minutes Per Month	**200**	**500**
Overage Rate per minute	$0.06	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Domestic Long Distance	Included	
Domestic Data (data can be blocked)	$1.99 per MB or per data package 4G data blocked. Data package must be selected.	
OPTIONAL FEATURES		
500 Domestic Text, Picture & Video Messages	$0.00 SMS: $0.10 outbound/$0.02 inbound/overage MMS: $0.25 per Picture or Video Message/overage	
Unlimited Domestic Push-to-Talk Plus (PTT+)	$2.00 (device dependent)	
Unlimited Domestic Picture & Video Messages (SMS/MMS)	$10.00	

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.See attached Calling Plan and Feature Details for important information about calling plans, features and options.

*Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

Profile Share- Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

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State of Florida Nationwide Voice Calling Share Plans: Smartphones Only Government Subscribers Only **The calling plans below reflect the monthly access charge discount. No additional discounts apply.**		
Monthly Access Charge (shared minutes)	**$14.99**	**$29.99**
Shared* Domestic Anytime Voice Minutes Per Month	**200**	**500**
Overage Rate per minute	$0.06	
Domestic Night & Weekend Minutes	Unlimited	
Domestic Mobile to Mobile Minutes	Unlimited	
Unlimited Domestic Picture & Video Messages (SMS/MMS)	Included	
Domestic Long Distance	Included	
Domestic Data	Data package must be selected.	
OPTIONAL FEATURE		
Unlimited Domestic Push-to-Talk Plus (PTT+)	$2.00 (device dependent)	

Notes: Coverage area includes the Verizon Wireless 4G network; and the 3G and Extended partner networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

*Voice minutes can share with Nationwide voice and/or voice & data bundle plans that are eligible for sharing. Voice block may be added to these plans to accommodate PTT+ only.

Profile Share- Voice Sharing: At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

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WIRELESS VOICE

Custom State of Florida Nationwide Voice Calling Plans				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Unlimited National Mobile to Mobile Calling Minutes No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes		
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
(86195)	250	$25.75	$0.052	$0.69
(86196)	600	$36.05	$0.052	$0.69
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to this plan while 3G service is available. *Overage Rate applies after allowance. 4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.

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WIRELESS DATA

Custom State of Florida Mobile Broadband Data Plans*				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS Messaging
86226	$20.60	500MB	$0.00849per MB	Included
86227	$25.75	1,000MB		
86229	$36.05	Unlimited*	N/A	

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 5G Nationwide or 4G mobile broadband devices, except that existing lines on 3G mobile broadband devices may change to these plans while 3G service is available. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Can be added to voice plans with a monthly access fee of $14.99 and above. *Router devices cannot be activated on these plans.

Custom State of Florida Smartphone Data Feature Packages				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging
77294/ 79789	$15.45	500MB	$0.00849 per MB	Included*
(77295 and 79790)	$20.60	1,000MB		
Exhibit (79740 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. 4G service requires 4G equipment and 4G coverage.
*Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.
May only be added to a voice plan with a monthly access fee of $14.99 and above.

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Custom State of Florida Smartphone Unlimited Data Feature Package				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Data for Smartphone devices only				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging with Mobile Hotspot
(79407-4G), (79781-4G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan's 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans. May only be added to a voice plan with a monthly access fee of $14.99 and above.

Custom State of Florida 4G Mobile Broadband Data Share Plans for Tablets Government Subscribers Only					
These plans are Not eligible for monthly access discounts.					
Monthly Access Fee	**$10.00 (99775)**	**$18.00 (31781)**	**$22.00 (36656)**	**$35.00 (36659)**	**$50.00 (36660)**
Domestic Shared Data Allowance	250 MB	1 GB	2 GB	5 GB	10 GB
Data Overage Rate	$9.97 per GB				

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Lines activating on these plans must be on 4G tablets except that existing lines on 3G tablets may change to these plans while 3G service isavailable.

Data Sharing (Domestic Only): Account Share. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

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Custom State of Florida Unlimited Mobile Broadband Data Plans

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate
86229	$36.05	Unlimited*	N/A

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Routers cannot be activated on this plan.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90237)	$59.99 (90240)	$99.99 (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones*	Smartphones[1]				
Monthly Access Fee	$35.00 (92731)	$65.00 (92732)	$75.00 (92736)	$85.00 (92737)	$95.00 (92738)	$105.00 (92740)
Monthly Access Fee less discount	$26.95	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	$10.00 per GB					
Mobile Hotspot[2]	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance[3]	Unlimited Domestic and International Messaging					
Optional Features						
Domestic Push to Talk Plus	Additional monthly access fee per line $5.00 per line					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

* Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional $15.00 per line.
2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.
3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	$5.00 (92739)	$10.00 (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee less discount	$5.00	$10.00	$26.95	$34.65	$42.35	$50.05	$57.75
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee less discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.
Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

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Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	$65.00 (94495)	$75.00 (94496)	$85.00 (94497)	$95.00 (94500)	$105.00 (94504)
Monthly Access Fee less discount	$5.00	$50.05	$57.75	$65.45	$73.15	$80.85
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Domestic Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Custom State of Florida Nationwide Wireless Smartphone Data Plan with Mobile Hot Spot

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

Monthly Access Charge Per Line	Domestic Data Allowance with Mobile Hot Spot (MHS)	Nationwide Calling Rate	Unlimited Domestic Mobile to Mobile, Nights and Weekends, and SMS and MMS Messaging
$35.99 (93445)	Unlimited*	$0.052 per minute	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

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Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	**1 MB** (87640)	**5 MB** (87641)	**25 MB** (87642)	**50 MB** (87643)	**150MB** (87644)
Monthly Access Charge	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per Megabyte	$1.00				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	**250 MB** (87645)	**1 GB** (87646)	**5 GB** (87647)	**10 GB** (87648)
Monthly Access Charge	$20.00	$25.00	$38.50	$61.60
Overage Rate Per Megabyte	$0.015			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Profile Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.

Machine to Machine Wireless Backup Router Plan

This Plan is NOT eligible for Monthly Access Fee Discounts.

Monthly Access	**Data Allowance**	**Overage Rate**
$10.00 (86848-4G)	25 MB	$10.00 per GB

Note: This plan is restricted to Verizon Wireless network use only; domestic and international roaming not available.. 4G service requires 4G equipment and 4G coverage. Customer must maintain a minimum of five (5) active M2M Lines to be eligible for this plan. Customer must provide its own Equipment, approved for use on the Verizon Wireless network, when activating service on this plan. Not all wireless routers can be provisioned on this plan.

This plan is approved for use as a backup solution for business continuity only and may not be used for primary connectivity. Verizon Wireless reserves the right to migrate lines on this plan to the standard 5 GB M2M Plan if usage on a line provisioned on this plan exceeds one GB for three consecutive bill cycles.

Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans:

Government Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Charge	$34.99 (90231)	$59.99 (90234)	$99.99 (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only.

Data Sharing: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

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Custom Flat Rate Mobile Broadband - Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$34.99**
Domestic Data Allowance*	Unlimited
Overage Rate per KB	NA
NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 4G network only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.	

Custom Mobile Broadband Plan II – Government Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	**$44.99**
Domestic Data Allowance	Unlimited
Overage Rate Per KB	NA
NOTE: Subject to the Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), and Smartphone data Plans. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this rate plan.	

Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee (Discount Applied)	**$50.05**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	Unlimited[1]
Domestic Mobile Hotspot	Unlimited[2]
Domestic and International Messaging Allowance	Unlimited[3]
Notes: Current coverage details can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) In the event of network congestion, after 22GB of data usage on a line during any billing cycle, usage on such line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. (2) Mobile Hotspot is available on all capable devices and allows Corporate Subscribers to use their device and share data allowance with multiple Wi-Fi enabled devices. If 10GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. (3) Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com. (13656)	

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

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Custom Business 5G Ultra Wideband Bolt-On Feature **Government Subscribers Only** **Not eligible for discounts.**	
Monthly Access Fee	$10.00
Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, where available. Current coverage details can be found at www.verizonwireless.com/5G. This feature is only available to 5G UWB capable smartphones on Custom Unlimited Business Plan for Smartphones. (13656)	

4G Business TravelPass Feature[1,::]: Custom 4G Verizon Unlimited Smartphone Plan for Public Sector Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	**$5.00 (SPO 383)**
Rest of World Daily Rate[2,3]	**$10.00/day**
Non-Travel Pass Countries[4]	Pay As You Go Rates
Notes: [1]This feature requires a 4G LTE GSM/UMTS global-capable device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates and additional information, see attached International services pricing for further details. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plan Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (13656) under this Agreement. This is a commercially available feature which is subject to availability and change.	

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GLOBAL SERVICES

International Options Monthly Features: Mexico and Canada					
The calling features below reflect the monthly access fee discount. No additional discounts apply.					
International Options Monthly Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SPO 428)	$20.00 (SPO 426)	$15.00 (SPO 441)	$30.00 (SPO 425)	$25.00 (SPO 443)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: . [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a monthly feature and will be removed from the account one month after being added to an account.

International Options Monthly Features : 140+ Countries				
The calling features below reflect the monthly access fee discount. No additional discounts apply.				
International Options Monthly Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SPO 431)	$50.00 (SPO 433)	$40.00 (SPO 445)	$85.00 (SPO 423)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: . [1]The data allowance applies in 140+Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a monthly feature and will be removed from the account one month after being added to an account.

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International Options Monthly Recurring Features: Mexico and Canada					
The calling features below reflect the monthly access fee discount. No additional discounts apply.					
International Options Monthly Recurring Features: Mexico and Canada	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes	500 Voice Minutes
Monthly Access Fee	$10.00 (SFO 427)	$20.00 (SFO 446)	$15.00 (SFO 434)	$30.00 (SFO 424)	$25.00 (SFO 442)
Monthly Access Fee less discount	**$10.00**	**$20.00**	**$15.00**	**$22.50**	**$18.75**
Voice Overage Rate	Pay Go		$0.10/minute		$0.05/minute
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB	1 GB
Data Overage Rate After Allowance[2]	$10.00/100 MB				$20.00/1 GB
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming	500 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.10/Sent Message		$0.05/Sent Message

Notes: [1]The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a recurring feature and will remain on the account until removed.

International Options Monthly Recurring Features: 140+ Countries				
The calling features below reflect the monthly access fee discount. No additional discounts apply.				
International Options Monthly Recurring Features: 140+ Countries	0 Voice Minutes	0 Voice Minutes	100 Voice Minutes	250 Voice Minutes
Monthly Access Fee	$25.00 (SFO 412)	$50.00 (SFO 432)	$40.00 (SFO 444)	$85.00 (SFO 422)
Monthly Access Fee less discount	**$18.75**	**$37.50**	**$30.00**	**$63.75**
Voice Overage Rate	Pay Go		$0.25/minute	
Data Allowance[1]	100 MB	250 MB	100 MB	250 MB
Data Overage Rate After Allowance[2]	$25.00/100 MB			
Messaging Allowance[3]	Pay Go		100 sent; unlimited incoming	250 sent; unlimited incoming
Messaging Overage Rate After Allowance[2]	Pay Go		$0.25/Sent Message	

Notes: [1]The data allowance applies in 140+ Countries, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International GSM capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming see attached International services pricing for further details..

This is a recurring feature and will remain on the account until removed.

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Global Data Optional Features				
The Data Packages are eligible for monthly access fee discounts and promotions, when available.				
Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB
Notes:. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance. See attached International services pricing for further details.				

SingleRate for Enterprise Domestic Shared Business Email and Messaging with International Travel Voice, Email, and Messaging Government Subscribers Only This plan is not eligible for monthly access fee discounts.		
Monthly Access Fee	**$65.00 (4G) 95266**	**$85.00 (4G) 95268**
Monthly Domestic Voice Allowance in US/Canada/Mexico	Unlimited	Unlimited
Domestic Data Allowance in U.S. (with Sharing)	2 GB	3 GB
Domestic Data Overage Rate	$10.00 per GB	$10.00 per GB
Mobile Hotspot*	Included	Included
Domestic and International Travel Messaging Allowance†	Unlimited	Unlimited
International Travel Voice Allowance (ROW)**	120 Minutes	180 Minutes
International Travel Voice Overage Rate	$0.40 per minute	$0.30 per minute
International Travel Data Allowance††	1 GB	1 GB
International Travel Data Overage Rate	$45.00 per GB	$40.00 per GB
International Long Distance – Toll Free	Included	Included
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Domestic coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only a 4G LTE GSM/UMTS global-capable smartphone can be activated on these plans. ††The international travel data allowance applies in Canada, Mexico, and the **rest of the world (ROW), where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries, go to www.verizonwireless.com/international. *Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices. International travel voice minutes and international travel data allowances do not share. †Prevailing rates apply to all other messaging types. Verizon Wireless reserves the right to terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to the customer. **Data Sharing (Domestic Only) Profile Share:** Lines on the same profile can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.		

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ADDITIONAL WIRELESS FEATURES

Custom State of Florida SMS/MMS Messaging Features			
The calling features below reflect the monthly access charge discount. No additional discounts apply.			
Text, Picture or Video Messaging for Conventional (Basic) and Smartphone devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Message Allowance	Overage Rate
77328	$2.00	300 messages	$0.05 per message
77341	$3.00	500 messages	
77329	$7.00	Unlimited	N/A
Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Overage Rate applies after allowance. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received, see attached International services pricing for further details.;. **Multi-Media Messaging (MMS):** Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Messaging features are available to all Basic and Smartphone voice, and voice and data bundles.			

Custom State of Florida Field Force Manager Features			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Conventional (Basic) Phone or Smartphone			
	Limited	Basic	Pro*
Monthly Access Charge	$9.99 per user (75681 for Basic and Smartphone)	$20.00 per user (76722 - Basic) (76637 – Smartphone)	$25.00 per user (76723 - Basic) (76638 – Smartphone)
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Field Force Manager (”FFM”) Features may only be added onto a Custom State of Florida calling plan with a monthly access fee of $20.00 or higher. Data plan required. Requires a minimum 500 MB Data Package for Smartphones. FFM is available on select devices only. *FFM Pro is not available on all devices. If the Block Voice Feature is removed, a per minute rate of $0.25 shall apply for all voice calls. Downloading the FFM application requires approximately 2 MB (megabytes) of data.			

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Push to Talk Plus License (PTT+): Government Subscribers Only	
Push to Talk License licenses are not eligible for any further discounts.	
Product	Monthly Access
Tablet	$3.75
Inter-carrier (only any device)	$3.75
3rd Party Web (HTML) API Client	$3.75
Dispatch (License) Windows PC with PTT and mapping	$22.50
Notes: . See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Push to Talk license only. Push to Talk Plus requires PTT+ capable device.	

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only Push to Talk Plus service is required.	
LMR licenses are not eligible for any further discounts.	
Product	Monthly Access
LMR Channel per account	$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
Tablet	$8.25
Inter-carrier (any device)	$8.25
3rd Party Web (HTML) API Client	$8.25
Notes: . See attached Calling Plan and Feature Details for important information about calling plans, features and options**.** Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.	

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PTT+ LMR Interoperability Deployment Services.

The below services provide for the integration and deployment of Verizon PTT+ with a customer's LMR network based on either a ROIP (Radio Over IP) or ISSI (Inter Sub-System Interface) LMR network architecture.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment							
Additional Discounts Not to Apply for Virtual Deployments.							
***Virtual Deployment type**	**Price** **Software Plan Id and Description**	**Provided Via Email**	**Provided Via Phone**	**Project Management**	**Configuration of Equipment**	**Testing of Equipment**	**Up to 4 Talk Groups**
Onetime Fee							
ROIP Assisted Virtual Deployment	$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	$25,000 623461: PTT+/LMR Managed Plus P25: ONE TIME	Included	Included	Included	Included	Included	Included

Note: ***Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched.** Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).

Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY.

ROIP Assisted Virtual Deployment
Customer Requirements:

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Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute knowledge on how to program land mobile radio equipment).	Provide VPN peer details.

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSupport@motorolasolutions.com.

ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:

A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment

Virtual Deployment Includes:

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:
Phone Requests: (469) 476-0820

Email Requests: KODVZLMRSupport@motorolasolutions.com.

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Customer Requirements: Customer shall be required to do the following:

Assign a project Single Point of Contact.	Provide mobile / portable radio for connectivity to each channel connected to ROIP Gateway(s).
Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.
Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.
Purchase separately ROIP Gateway(s) and cables for connected LMR.	

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional test occur:

A successful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful

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ISSI Virtual Deployment:

- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speaking

Name ID Features **The features below reflect the monthly access charge discount. No additional discounts apply**	
Feature	**Monthly Access**
Share Name ID*	$0.00
Company Name ID	$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The ***Logo display service*** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices. .

1. Users must be subscribed to the My Business portal to use this feature.

Call Filter Plus Service Fees **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.75

Notes: Additional feature information is attached hereto . [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

Call Filter Free Service **This feature is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee[1]	$0.00

Notes: Additional feature information is attached hereto. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked.

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ENHANCED SERVICES AND SOLUTIONS

4G Smartwatch with NumberShare[1] Unlimited Plan - Government This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance[2]	Unlimited
Domestic and International Messaging Allowance[3]	Unlimited

Notes: This plan is for use only in the United States on the Verizon Wireless 4G network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin)), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smarthwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.

1. Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.
2. Usage may be prioritized behind other customers in the event of network congestion.
3. Unlimited messaging from within the United States to anywhere in the world where messaging services are available.

Verizon Mobile Device Management (MDM): Government Subscribers Only Verizon MDM is not eligible for the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management[1]	$0.00 (license requirement with service)
Device Diagnostics[2]	$0.99 / per device per month
Broadband Hotspot Management[3]	$1.49 / per device per month **OR** $15.00 / per device per year
Unified Endpoint Management	$1.00 / per device per month **OR** $10.00 / per device per year

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. MDM supports select devices and operating systems and may require installation of a software agent. MDM features are billed separately; however, all supported options will appear and cannot be blocked. Due to a number of features that require HTML 5, Verizon MDM requires Internet Explorer Version 10 and above to work efficiently. [1] Enterprise Firmware Over the Air (FOTA) Management supports Android devices, including Jetpacks and USB devices. [2] Device Diagnostics supports Verizon Android devices operating on OS 4.0 and higher excluding Apple IOS and Google Pixel/Nexus Devices. [3] Broadband Hotspot Management currently supports the MiFi 7730L, AC791L, Jetpack MiFi 6620L, and USB730L.

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MobileIron Enterprise Mobility Management License Fees

On-Premise (Core)

(Minimum 500+ MI Core Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

On-Premise (Core) (Software Subscription License)

Annual Subscription License Bundle per Device with Direct Support				Annual Subscription License Bundle per User with Direct Support (**3 Devices per User**)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Core (on-premise) EMM Silver Bundle per Device SKU: MICore Silver Per Device	$3.00	$36.00	MobileIron Core (on-premise) EMM Silver Bundle per User SKU: MICore Silver Per User	$4.50	$54.00
Gold	MobileIron Core (on-premise) EMM Gold Bundle per Device SKU: MICore Gold Per Device	$4.50	$54.00	MobileIron Core (on-premise) EMM Gold Bundle per User SKU: MICore Gold Per User	$6.75	$81.00
Platinum	MobileIron Core (on-premise) EMM Platinum Bundle per Device SKU: MICore Platinum Per Device	$5.63	$67.50	MobileIron Core (on-premise) EMM Platinum Bundle per User SKU: MICore Platinum Per User	$8.63	$103.50

On-Premise (Core) (Software Perpetual License)

Annual Subscription License Bundle per Device and Direct Support					Annual Subscription License Bundle per User and Direct Support (**3 Devices per User**)			
Type	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost	Description/SKU	Monthly Cost	Annual Cost	One-Time Cost
Silver License	MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: MICore Silver Per Device Perpetual License	-	-	$56.25	MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: MICore Silver Per User Perpetual License	-	-	$82.50
Silver Support **(REQUIRED)**	Maintenance Support for MobileIron Core (on-premise) EMM Silver per Device Perpetual License SKU: Maintenance Support MICore Silver Per Device Perpetual License	$0.94	$11.25	-	Maintenance Support MobileIron Core (on-premise) EMM Silver per User Perpetual License SKU: Maintenance Support MICore Silver Per User Perpetual License	$1.38	$16.50	-
Gold License	MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: MICore Gold Per Device Perpetual License	-	-	$82.50	MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: MICore Gold Per User Perpetual License	-	-	$123.75

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Gold Support **(REQUIRED)**	Maintenance Support MobileIron Core (on-premise) EMM Gold per Device Perpetual License SKU: Maintenance Support MICore Gold Per Device Perpetual License	$1.38	$16.50	-	Maintenance Support MobileIron Core (on-premise) EMM Gold per User Perpetual License SKU: Maintenance Support MICore Gold Per User Perpetual License	$2.06	$24.75	-
Platinum License	MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: MICore Platinum Per Device Perpetual License	-	-	$105.00	MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: MICore Platinum Per User Perpetual License	-	-	$157.50
Platinum Support **(REQUIRED)**	Maintenance Support MobileIron Core (on-premise) EMM Platinum per Device Perpetual License SKU: Maintenance Support MICore Platinum Per Device Perpetual License	$1.75	$21.00	-	Maintenance Support MobileIron Core (on-premise) EMM Platinum per User Perpetual License SKU: Maintenance Support MICore Platinum Per User Perpetual License	$2.63	$31.50	-

PROFESSIONAL SERVICES

On-Premise (Core) Installation[1]		
Support and Maintenance Included		
License Type	Description/SKU	One-time Cost[2]
Silver	MICore Silver Installation MI-PS-DEPLOY1	$3,000.00
Gold	MICore Gold Installation MI-PS-DEPLOY2	$6,000.00
Platinum	MICore Platinum Installation MI-PS-DEPLOY3	$8,000.00
MobileIron Remote Technical Product Training[3]		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. [1]A minimum of 500 MobileIron licenses are required for On-Premise (Core) for initial order for new MobileIron Customers. [2]On-premise (Core) requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of $25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. [3]Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

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MobileIron Enterprise Mobility Management License Fees

Cloud

(Minimum 25+ MI Cloud Licenses Required for initial order/installation)

A discount has been applied. MobileIron Licenses and Installation services are not eligible for any further discounts.

Cloud License

	Annual Subscription License Bundle **per Device** with Direct Support			Annual Subscription License Bundle **per User** with Direct Support (**3 Devices per User**)		
License Type	Description/SKU	Monthly Cost	Annual Cost	Description/SKU	Monthly Cost	Annual Cost
Silver	MobileIron Cloud EMM Silver Bundle per Device SKU: MICloud Silver Per Device	$3.00	$36.00	MobileIron Cloud EMM Silver Bundle per User SKU: MICloud Silver Per User	$4.50	$54.00
Gold	MobileIron Cloud EMM Gold Bundle per Device SKU: MICloud Gold Per Device	$4.50	$54.00	MobileIron Cloud EMM Gold Bundle per User SKU: MICloud Gold Per User	$6.75	$81.00
Platinum	MobileIron Cloud EMM Platinum Bundle per Device SKU: MICloud Platinum Per Device	$5.63	$67.50	MobileIron Cloud EMM Platinum Bundle per User SKU: MICloud Platinum Per User	$8.63	$103.50

PROFESSIONAL SERVICES

Cloud Installation[1]

Support and Maintenance Included

License Type	SKU	One-time Cost[2]
Silver	MICloud Silver Installation MI-PS-DEPLOY1-MICLOUD	$1,500.00
Gold	MICloud Gold Installation MI-PS-DEPLOY2-MICLOUD	$3,000.00
Platinum	MICloud Platinum Installation MI-PS-DEPLOY3-MICLOUD	$4,000.00
MobileIron Remote Technical Product Training[3]		
Remote Technical Product Training	Up to six (6) hours of training on the features of MobileIron software (e.g. customization, configuration and support) typically divided into three 2-hour sessions.	$1,500.00

Note. Customer must choose one License Type; selection cannot be mixed and/or matched. [1]A minimum of 25 MobileIron licenses are required for initial Cloud order for new MobileIron customers. [2]MICloud requires integration and setup with backend systems. Installation charges are prepackaged services providing access to a Professional Services Engineer to assist customer in installing/integrating the MobileIron platform. Pricing above applies to the installation of up to 5,000 MobileIron licenses. If Customer installation requires more than 5,000 MobileIron licenses, MobileIron Premium Implementation Services may apply which provides advisory services and an implementation engineer at a cost of $25,000.00 to manage large scale deployments; alternatively, Customer may use its own installation services. [3]Remote Technical Product Training ("Training") does NOT include any installation or setup activities, project management of the Customer deployment, or roll out or implementation of Software. If Customer should need additional product training hours, additional charges apply. Training must be scheduled within 90 days of MobileIron license and services purchase and must be completed within 180 days of purchase ("Term"). Training costs are nonrefundable.

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MobileIron Enterprise Mobility Management: Government Subscribers On-Premise and Cloud Managed Service Features

All features are available on both On-premise and Cloud managed installations. Included features are determined by MobileIron License Type

Feature	Functionality	Included Features by License		
		Silver	Gold	Platinum
Apple DEP	Supports Apple DEP (for iOS devices)	✓	✓	✓
Android for Work	Supports AFW (on AFW enabled devices)	×	✓	✓
Samsung KNOX	Integrates with Samsung KNOX (KNOX sold separately)	×	✓	✓
Email Access	Secure Active Sync (all bundles) Divide PM (Gold/Platinum bundles for additional fee)	✓	✓	✓
Secure Enterprise Gateway (Sentry)	In-line gateway that manages, encrypts, and secures traffic between the mobile device and back-end enterprise systems. (Requires user setup/installation)	✓	✓	✓
Apps@Work	Enterprise App Store Basic Container	✓	✓	✓
Content Catalog	Secure Doc catalog and publishing (basic content repository)	25 files/ 2MB each	50 files/ 25MB each	
Docs@Work	Access, annotate and share documents from email, and on-premise management repositories	×	✓	✓
AppConnect	Containerization of Application at Rest App wrapping AppConnect ecosystem (3rd Party applications already compatible with MobileIron container)	×	✓	✓
Web@Work	Secure Browser Secure data in motion No VPN required	×	✓	✓
Tunnel	iOS per App VPN native functionality	×	×	✓
Help@Work	Customizable app that enables screen sharing on device for trouble shooting for internal customer trouble shooting	×	×	✓
Identity@Work	MobileIron's ability to proxy Kerberos allows iOS devices that are not on the corporate network to use iOS 7 SSO without needing to expose the Kerberos Key Distribution Center (KDC)	×	×	✓
Service Connect Integrations	ServiceNow integration to streamline IT workflows	×	×	✓

Notes. Customer may purchase MobileIron, Inc. ("MobileIron") licenses and services ("MobileIron Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the MobileIron Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. MobileIron Services are manufactured by MobileIron, Inc. Any license for MobileIron Services must be obtained directly from MobileIron either upon purchase or installation of the MobileIron Services. MobileIron Services are subject to MobileIron's terms and conditions attached hereto. Verizon Wireless will direct MobileIron to fulfill Customer's MobileIron Services order. Customer support for MobileIron Services must be obtained directly from MobileIron, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to MobileIron Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate MobileIron representatives.

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MobileIron Enterprise Mobility Management Remote Technical Product Training: Government Subscribers

MobileIron Remote Technical Product Training services are not eligible for discounts

Includes up to six (6) hours of MobileIron software training

Common Training Project Activities

Session	Activity	Description
Administrative Training Session 1	**Administrative Training – Session 1:** 1. MobileIron Architecture 2. Installation/Setup Review 3. MobileIron Admin Portal* 4. System Portal 5. User Management 6. Sentry Overview 7. High Availability Overview (if applicable)	• Walk-through of the overall Software architecture • Review installation basics (review only - no installation activity) • Provide a deep dive into the administration portal features and functionality • Provide deployment and configuration set up best practices • Provide policy configuration guidance for common security, sync, and application control policies • Review setup options for Sentry and Core High Availability
Administrative Training Session 2	**Administrative Training – Session 2:** 1. Device Registration/Management Details* 2. Common Troubleshooting Steps	• Provide a deep dive into registering users and the user management tools • Review the most common troubleshooting tips and tricks MobileIron administrators and help-desk staff members encounter during the operational rollout
Help Desk Training	**Help Desk Training:** 1. MobileIron Architecture 2. UI Basics 3. MobileIron Policies 4. User Management 5. Device Registration/Management Details*	• The same topics as above, but covered for the help desk audience supporting, rather than administering, the MobileIron application

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Canvas

Canvas is a service that helps you replace paper forms and processes with efficient mobile business apps and forms to save money and time on data collection. Canvas offers 3 plans: Startup Business and Professional. Customers can only select one of the plans at a time (e.g. cannot mix plans on the same account.) Monthly or annual subscription available.

Item Name	Canvas Startup	Canvas Business	Canvas Professional
Number of Users Supported	1 - 5	Unlimited	Unlimited
Monthly Service Fee	$15.00	$25.00	$35.00
Annual Service Fee	$156.00	$264.00	$372.00

Canvas Features

Features	Startup	Business	Professional
Form Submissions	Unlimited	Unlimited	Unlimited
3rd Party Cloud Integration	✓	✓	✓
App Builder	✓	✓	✓
PDF Designer	✓	✓	✓
Email/Chat Support	✓	✓	✓
Mobile and Web Editing		✓	✓
Phone Support		✓	✓
Dispatch		✓	✓
Submission Status		✓	✓
HIPPA Compliance		✓	✓
Dedicated Support Representative			✓
Dispatch Scheduling			✓
Advanced Password Management			✓
Webservices			✓
Work flow			✓
Canvas Connect			✓

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SAMSUNG Knox FOR ENTERPRISE

Samsung Knox Premium

Knox Premium is a cloud-based cross-platform enterprise mobility management solution combined with an on-device secure container for Samsung devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	$0.75	$9.00	$18.00
SKU#	Knox Premium EMM - Monthly	Knox Premium EMM - 1-Year	Knox Premium EMM - 2-Year

Samsung Knox Workspace

Knox Workspace is an on-device container that isolates business applications and data from personal ones with government-grade security. Knox Workspace also provides enhanced granular controls over device features to enterprise IT administrators. Requires an additional MDM/EMM (like Knox Premium) to manage the container. Manage the container by integrating Knox IT policies with your existing MDM solution. Only available for Samsung Devices.

Subscription	Monthly (Month to month)	1 – Year Term (Paid in advance)	2 – Year Term (Paid in advance)
License Fee	$2.70	$32.40	$64.80
SKU#	Knox Workspace - Monthly	Knox Workspace - 1-Year	Knox Workspace - 2-Year

Knox Customization

Knox Customization is a comprehensive set of tools and services that allow businesses to customize and deploy end-to-end mobile solutions. Transform Samsung devices into purpose-built solutions for any industry. *Requires upfront proof of device ownership.

One Time Charge	$3.00/per license

Samsung Knox Solutions

Knox™ is Samsung's mobile device defense-grade security platform. The Knox Platform services multiple user segments through three separate offerings.

Samsung Knox Premium is cloud-based device management that allows users to securely manage the business side of corporate devices. **Samsung Knox Workspace**, another offering, is an enterprise device container that acts as a secure and productive environment for work data and apps.

	Package Name	Samsung Knox Premium	Samsung Knox Workspace
	Target Audience	SMB & Enterprise with basic security needs	Enterprise, Government & Regulated Industries
Components	End-to-end secure mobile platform bundled with Samsung cloud EMM for device management	✓	
	Works on both Android and iOS ecosystems	✓	
	Knox container with essential policy controls	✓	✓

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	Knox Workspace container with expanded and advanced policy controls		✓
	IT Admin management of employee devices		✓
	Enterprise can black list/white list apps within the Knox Workspace container		✓
	Can manage VPN profiles in Knox Workspace container		✓

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IBM® MaaS360® Enterprise Mobility Management (EMM)

Unified Endpoint Management (UEM)

IBM MaaS360 Unified Endpoint Management License Fees

A discount has been applied. IBM MaaS360 UEM Licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Subscription License Bundle: **per Device** (One (1) license per device)				Subscription License Bundle: **per User** (One (1) license per single user with multiple devices)		
License Type	**Description/SKU**	**Monthly Cost**	**Annual Cost**	**Description/SKU**	**Monthly Cost**	**Annual Cost**
Essential	EMM Essentials Suite Per Device License SKU: D1P3GLL (Monthly/Annual)	$2.25	$27.00	EMM Essentials Suite Per User SKU: D1P3ILL (Monthly/Annual)	$4.50	$54.00
Deluxe	EMM Deluxe Suite Per Device License SKU: D1P3LLL (Monthly/Annual)	$3.75	$45.00	EMM Deluxe Suite Per User License SKU: D1P3NLL (Monthly/Annual)	$7.50	$90.00
Premiere	EMM Premier Suite Per Device SKU: D1P3RLL (Monthly/Annual)	$4.69	$56.25	EMM Premier Suite Per User License SKU: D1P3TLL (Monthly/Annual)	$9.38	$112.50
Enterprise	EMM Enterprise Suite Per Device	$6.75	$81.00	EMM Enterprise Suite Per User License SKU: D1P3YLL	$13.50	$162.00

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	SKU: D1P3WLL (Monthly/Annual)			(Monthly/Annual)		

Additional UEM License Options			
License Type	**Description/SKU**	**Monthly Cost**	**Annual Cost**
Laptop Location	Laptop Location SKU: D1AM8LL (Monthly/Annual)	$0.38	$4.50

IBM MaaS360 UEM Service Features

Included features are determined by IBM MaaS360 UEM License Type

Feature	Functionality	Included Features by License			
		Essential	Deluxe	Premier	Enterprise
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✓	✓	✓	✓
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✓	✓	✓	✓
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✓	✓	✓	✓
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✓	✓	✓	✓
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✓	✓	✓	✓
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✓	✓	✓	✓
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✓	✓	✓	✓
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	×	✓	✓	✓
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	×	✓	✓	✓
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	×	×	✓	✓
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	×	×	✓	✓
Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	×	×	✓	✓

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Content Management	Enforce authentication, copy/paste & view-only restrictions	×	×	✓	✓
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	×	×	✓	✓
App Security	Enforce authentication & copy/paste restrictions	×	×	✓	✓
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	×	×	✓	✓
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	×	×	×	✓
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	×	×	×	✓
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices over-the-air	×	×	×	✓

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Networkfleet Service Options for State of Florida

The Service Options below have been discounted. No additional discounts apply.

Service Options	Purchase Cost
5200-GPS Only	**$17.00**
5500-Diagnostics + GPS	**$19.00**
H6100 Expressfleet	**$13.86**
AssetGuard BX Non-Powered Asset Tracking	**$13.00**
Connect	**$2.95**
Customizable Update Rates ("CUR") 1 Minute	**$0.00**
Customizable Update Rates ("CUR") 45 Seconds	**$1.00**
Customizable Update Rates ("CUR") 30 Seconds	**$2.00**
Customizable Update Rates ("CUR") 15 Seconds	**$3.00**
Satellite	**$34.95**
Data Services	**$0.00**

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.

Customizable Update Rates (CUR). Authorized registered user may change a device update rate through the Self Service Portal (SSP) to 60 seconds at no additional cost. Please note, if the device update rate is changed to a 45 (CUR45), 30 (CUR30), or 15 (CUR15) second update rate, an additional charge per device would apply per the CUR list price for the selected rate.

Networkfleet Device/Hardware Options for State of Florida

The Devices/Hardware Options below have been discounted. No additional discounts apply.

Device/Hardware Options	Purchase Cost
5200-GPS Only	**$85.00**
5500-Diagnostics + GPS	**$85.00**
1009N2VD-6100 Expressfleet	**$55.00**
AssetGuard BX Non-Powered Asset Tracking	**$150.00**

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Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.

Item Number	Accessory	Price
PARTS030	Reinstallation Kit	$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	$50.00
PARTS032	Combination Antenna A (standard)	$30.00
PARTS037	AT-1400 Replacement Battery	$45.00
PARTS039	AT-1400 Bracket	$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	$35.00
PARTS041	Sensor Input Harness (5500/5200)	$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	$35.00
PARTS045	9-pin Heavy Duty Harness with “D” Mount (5500/5200)	$35.00
PARTS069	OBD Harness Extension	$10.00
PARTS070	16-Pin Heavy Duty Harness	$35.00
PARTS046	Universal Harness (5200)	$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	$35.00
PARTS090	Alternate Power/Ground Adapter (5200/5500)	$20.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	$145.95
PARTS054	Garmin FMI Modified Cable	$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15’ Universal Harness	$74.95
A-PEM001	PEM Port Expansion Module	$140.00
PARTS059	Quick Install Harness	$10.00
A-SAT001	Satellite Modem	$550.00
PARTSS063	Satellite Antenna	$50.00
PARTSS064	Satellite Harness	$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	$650.00
PARTS065	Asset Guard BX Replacement Batter (1)	$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	$75.00
PARTS095	ID Reader Adapter Install Kit	$30.00
PARTS060	Driver ID Reader	$15.00
PARTS061	Driver ID Key	$3.50
PARTS087	Audible Driver ID Alert	$15.00
PARTS071	Bluetooth Extension	$0.00
PARTS093	Universal Harness (6100)	$10.00
PARTS058	Universal Harness	$10.00
PARTS097	5000 9-Pin “D” Mount Harness Type 2	$35.00
PARTS098	5000 9-Pin Square Harness Type 2	$35.00
PARTS111	USM 9-Pin “D” Mount Harness Type 2 Pins F-G	$35.00
PARTS112	USM 9-Pin Square Harness Type 2 Pins F-G	$35.00

Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	**$65.00**	Base Installation includes 1 Device and 1 Harness
D-INSTALL-UNIT	Limited Lifetime Base Installation	**$2.00**	Monthly Service Fee
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	**$35.00**	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	**$65.00**	Sensor Install is $65.00 PER SENSOR
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	**$65.00**	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	**$35.00**	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	**$35.00**	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	**$35.00**	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	**$35.00**	

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I-INSTALL –BTE	Add-On to Base Installation (Bluetooth)	$35.00	
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	$1.00	Monthly Service Fee
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	$1.00	Monthly Service Fee
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	$1.00	
D-INSTALL-AG	Limited Lifetime Add-On to Base Installation (AssetGuard BX/PW)	$2.00	
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	$1.00	Monthly Service Fee
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	$1.00	Monthly Service Fee
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	$1.00	Monthly Service Fee
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	$1.00	Monthly Service Fee
I-SWAP-UNIT	Device Swap	$65.00	
I-TRANSFER-UNIT	Device Transfer	$65.00	
I-REMOVAL-UNIT	Removal	$65.00	Removal of device.
I-NOSHOW	No Show	$75.00	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT-UNIT	Troubleshoot; Mileage	$65.00	Per Trip
TRAINING-HALF	½ Day Installation Training	$150.00	
TRAINING-FULL	Full Day Installation Training	$300.00	

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One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a business telephone system that combines landline and mobile phone capabilities into a fully integrated mobile and office solution providing **a single telephone number ("Mobile Data Number/MDN")** with the same mobile and landline features.

One Talk Solution: Desk Phone/Mobile Client

Price Plan Type	**Line Level Plans**
One Talk Primary MDN	Monthly Access
One Talk Price Plan (100 MB Data)	$10.00
One Talk Feature	$15.00
One Talk Line Access Charge	N/A

One Talk Solution: Auto Receptionist (AR)

Auto Receptionist

Price Plan Type	**Line Level Plans**
One Talk Primary MDN	Monthly Access
One Talk AR Price Plan (100 MB Data)	$10.00
One Talk AR Feature	$10.00
One Talk AR Line Access Charge	N/A

One Talk Solution: Hunt Group (HG)

Hunt Group - Every ECPD profile will be allowed to activate two Hunt Groups by default; additional Hunt Groups can be purchased as long as the ratio of active One Talk lines to Hunt Groups is 3:1 respectively

Price Plan Type	**Line Level Plans**
One Talk Primary MDN	Monthly Access
One Talk HG Price Plan (100 MB Data)	$0.00
One Talk HG Feature	$0.00
One Talk HG Line Access Charge	N/A

Optional Features

One Talk Premium Visual Voicemail for Android Smartphone	$2.99
One Talk Premium Visual Voicemail for Desk Phone & Mobile Client	$2.99
One Talk Voicemail Talk To Text for iOS Smartphones	$2.99
One Talk Caller Name ID	$2.99

Additional Devices

For MDN's activated on a Smartphone, Desk Phone, Mobile Client, a maximum of up to eight (8) devices can be shared with the MDN as follows: 1 Smartphone, up to 2 desk phones and up to 5 mobile clients.

Smartphone Device	**Desk Phone1**	**Mobile Client2** (Includes Smartphones and Tablets)	**Auto Receptionist/ Hunt Group**
Additional devices (endpoint) incur a $10.00 monthly access	$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	$0.00 for additional devices (excluding Smartphone devices with One Talk Basic Dialer)	N/A

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. Additional information regarding One Talk is attached hereto

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4G Business Unlimited One Talk Auto Receptionist Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (99319)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only One Talk Auto Receptionist Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

4G Business Unlimited One Talk Mobile Client/Desk Phone Plan Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00 (99320)
Voice Minutes Allowance	Unlimited
Data Allowance[1]	Unlimited

Notes: Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Only One Talk Desk Phone Devices can be activated on this plan.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 512 MB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

One Talk Call Queue Government Subscribers Only No Domestic Roaming or Long Distance Charges This plan is NOT eligible for monthly access fee discounts.		
Monthly Access Fee	$25.00	$45.00
Calls in Queue	10 calls held in queue	25 calls held in queue
Monthly Call Queue Agent Feature	$1.00 per line/per month*	

Notes: One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices. One Talk **is not** compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls drop if either party leaves Verizon 4G LTE coverage. When outside of the 4G LTE coverage area and without 3G or WiFi service, the device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user. Mobile client is the One Talk client. [1]One (1) additional Desk Phone can be added as an additional device per MDN. [2]Mobile Client eligible devices (includes devices from other carriers); Smartphones (without One Talk Basic Dialer), wireless and WiFi tablets; limit five (5) total per MDN (including primary device. Installing the One Talk Mobile client consumes an estimated 50MB of data. For additional information regarding One Talk please refer to the One Talk documents attached hereto.

1. Call queue has a maximum limit of 40 agents per call queue setup.
2. Dial MDN direct or be routed through Auto Receptionist

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NETMOTION

These products Do Not qualify for additional discounts

Service Item	Software Plan ID	SKU	Frequency/ Payment Plan	Price	Function
"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	651968	NMSVZW-GOV-SILVER-Monthly: MONTHLY	Monthly	$4.33	"Mobility VPN" (Virtual Private Network for wireless connections) An encrypted, secure tunnel for mobile devices -- Works with Android, iOS, Windows and Mac devices -- Criminal Justice Information Systems (CJIS) Compliance
	651969	NMSVZW-GOV-SILVER-Annual: ANNUAL	Annual	$52.00	
"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	651970	NMSVZW-GOV-GOLD-Monthly: MONTHLY	Monthly	$6.93	All features of the Mobility VPN base product, plus the Policy, Network Access Control (NAC) and Mobile Analysis Modules
	651971	NMSVZW-GOV-GOLD-Annual: ANNUAL	Annual	$83.20	
"Mobility VPN" + "Modules" + "Diagnostics" which includes connectivity problem identification, security reinforcement, improved end user productivity and powerful reporting.	651972	NMSVZW-GOV-PLATINUM-Monthly: MONTHLY	Monthly	$8.67	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics
	651973	NMSVZW-GOV-PLATINUM-Annual: ANNUAL	Annual	$104.00	
Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	651974	NMSVZW-GOV-DIAMOND-Monthly: MONTHLY	Monthly	$13.00	All features of the Mobility VPN base product and the Policy, Network Access Control (NAC) and Mobile Analysis Modules, Plus Diagnostics + MobileIQ
	651975	NMSVZW-GOV-DIAMOND-Annual: ANNUAL	Annual	$156.00	
Comprehensive data collection and root cause detection software (add-on feature)	651976	NMSVZW-GOV-DIAGS-Monthly: MONTHLY	Monthly	$4.33	Comprehensive data collection and root cause detection software
	651977	NMSVZW-GOV-DIAGS-Annual: ANNUAL	Annual	$52.00	
Visual troubleshooting, analytics and alerting dashboards (add-on feature)	651978	NMSVZW-GOV-MIQ-Monthly: MONTHLY	Monthly	$4.33	Visual troubleshooting, analytics and alerting dashboards
	651979	NMSVZW-GOV-MIQ-Annual: ANNUAL	Annual	$52.00	
Professional Services - Up to 8 Hours	651980	11NMPS-GOV-8HR-S - One Time: ONE TIME	One-Time	$2,000.00	Off-site Services
Professional Services - Up to 4 Hours	651981	11NMPS-GOV-4HR-S - One Time: ONE TIME	One-Time	$1,000.00	Off-site Services

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Mobility Certification Training	651982	11NMTR-GOV-C - One Time: ONE TIME	One-Time	$2,295.00	Off-site Services
Elite Technical Service (0 - 4,999 licenses)	651983	11NMETS-GOV - One Time: ONE TIME	One-Time	$30,000.00	Off-site Services
Elite Technical Service (5,000+ licenses)	651984	11NMETS5K-GOV - One Time: ONE TIME	One-Time	$50,000.00	Off-site Services
Dedicated Technical Account Manager (1 year)	651985	11NMPS-GOV-TAM - One Time: ONE TIME	One-Time	$40,000.00	Off-site Services

Note: Customer may purchase NetMotion Software, Inc. ("NetMotion") licenses and services ("NetMotion Services") at the prices listed above. NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other NetMotion Licenses or Services. Verizon Wireless is not the licensor of the NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. NetMotion Services are manufactured by NetMotion. NetMotion Software is subject to a separate End User License Agreement (EULA) with NetMotion attached hereto,. Use of the NetMotion licenses or NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA. Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

A.

Verizon Wireless will direct NetMotion to fulfill Customer's NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for NetMotion Services must be obtained directly from NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate NetMotion representatives.

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Asavie Moda is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75
[2]Asavie Moda Global (OTT) Gov Customers	ModaGLOBAL	677969 (Annual) 677968 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.
[2]Asavie Moda Global (OTT) Gov Customers – ***Does not*** require Private Network.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditionsattached hereto.. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

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Asavie IoT Connect® provides Private Network connectivity on demand for remote sites and IoT devices. Provides direct, enterprise-grade connection that bypasses the public Internet, helping to reduce exposure to possible cyber threats.

Asavie IoT Connect® Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Name	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
IoT MPN **25 MB**	IOTCMPN25MBG	677959 (Annual) 677958 (Monthly)	1-199	$24.22	$2.24
			200-499	$20.59	$1.91
			500-999	$18.16	$1.68
			1000-2499	$15.74	$1.46
			2500-9999	$14.53	$1.35
			10000+	$12.11	$1.12

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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Asavie IoT Connect® with Cloud Connect Government Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
IoT MPN **25 MB CC**	IOTCMPN25MBCCG	677953 (Annual) 677952 (Monthly)	1-199	31.46	2.99
			200-499	26.74	2.54
			500-999	23.59	2.24
			1000-2499	20.45	1.95
			2500-9999	18.87	1.80
			10000+	15.73	1.5
IoT MPN **150 MB**	IOTCMPN150MBG	677957 (Annual) 677956 (Monthly)	1-199	$40.42	$3.74
			200-499	$34.36	$3.18
			500-999	$30.31	$2.81
			1000-2499	$26.27	$2.43
			2500-9999	$24.25	$2.25
			10000+	$20.21	$1.87
IoT MPN **150+ MB**	IOTCMPN150MBPLUSG	677955 (Annual) 677954 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.78	$6.37
			500-999	$60.69	$5.62
			1000-2499	$52.60	$4.87
			2500-9999	$48.55	$4.50
			10000+	$40.46	$3.75

Notes. Asavie IoT Connect runs over Verizon's secure Private Network.

[1] Requires customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

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Verizon Secure Cloud Gateway
Powered by iboss

Secure Cloud Gateway is a cloud-based secure web gateway service that provides security for web traffic and protects users from internet-threats through enforcement of internet policy compliance. Built for the cloud and the modern, distributed organization, Secure Cloud Gateway helps meet the cybersecurity needs of today's organizations who are challenged with enforcing internet policy and security across decentralized networks, branch offices, and remote and mobile users. The Secure Cloud Gateway service is powered by iboss, a leading web security company.

These licenses are not eligible for monthly access discounts.

SKU	Price Plan ID	Description	Frequency	Cost
CF-WIRELESS-NNI-SLED	Price plan ID 699515	Core Gateway	Monthly	$2.72
MDF-WIRELESS-NNI-SLED	Price Plan ID 699514	Malware Defense	Monthly	$4.17

Note: Secure Cloud Gateway powered by iboss solution requires a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent. *A minimum quantity of 100 user licenses per order is required. Licenses bill in full monthly increments with no prorations with a one year line term.

*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE enabled tablets, phones and laptops

[1]These SKUs are mutually exclusive and cannot be combined.

Verizon Secure Cloud Gateway Core Package: Web Gateway	Verizon Secure Cloud Gateway Plus Package: Malware Defense
Core Package delivers compliance based web gateway features to all devices	**Plus Package** delivers all Core Package features **and** advanced malware defense
• Web and Content Filtering • Protection for outdated browsers and Operating System (OS) • Secured Socket Layer (SSL) visibility and traffic management • Single pane of glass management • Cloud apps and social media controls • Advanced, near real-time reporting • Flexible data traffic re-direction for devices, virtually everywhere	• Advanced malware detection and prevention for polymorphic threats. • Command and Control (CnC) callback monitoring across enterprise ports and protocols. • Signature based intrusion detection and prevention. • Protection across all devices and locations including HQ, remote offices, mobile and Bring Your Own Device (BYOD). • Behavioral Malware Sandboxing
Note: Pricing includes 24/7 Mission Critical Support and Basic Implementation Support (8 hours of policy setup and dashboard help).	

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Lookout Mobile Endpoint Security

These products do not qualify for further discounts.

Lookout Mobile Endpoint Security helps organizations prevent data loss and leakage through mobile devices by delivering advanced security and comprehensive policy-based protection against the spectrum of mobile risk.

SKU	Description	Term	Price
MES-GOV-C-P-U1Y-PU	GOV Comprehensive - User w Phishing	Annual	$75.60
MES-GOV-C-P-U1Y-PD	GOV Comprehensive/Dev w Phishing	Annual	$54.00
GOV-SPT-MES-PRMPLS-U1Y-PD	GOV Prem Plus Support/Device	Annual	$8.10
GOV-SPT-MES-PRMPLS-U1Y-PU	GOV Prem Plus Support/User	Annual	$11.34
GOV-SPT-MES-PRM-U1Y-PD	GOV Premium Support/Device	Annual	$4.50
GOV-SPT-MES-PRM-U1Y-PU	GOV Premium Support/User	Annual	$6.75

Note: In order to be able to purchase Lookout Mobile Endpoint Security, Customer is required to maintain a minimum of one (1) active and billing Verizon Wireless line of service. Additionally, Customer is required to provide an active corporate email address to complete the activation process.

Verizon provides support for ordering Lookout Mobile Endpoint Security licenses, billing, and will provide Tier one (1) customer support for Lookout.

Lookout will provide Tier two (2) when required through a Verizon Wireless call transfer.

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LTE Vehicle Internet

These hardware Sku bundles are not eligible for further discounts.

The LTE Vehicle Internet solution supports in-Vehicle connectivity providing ruggedized routers and cloud-managed services. Services are designed to allow departments to deploy, configure, manage and scale quickly and in real time. Devices support dual carrier with SIM-based Auto-Carrier Selection, Public Safety and Data plans, and are available on many public-sector contract vehicles.

SKU#	Description	OEM P/N	Price
5642701	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA1-900F120B-XFA	$1,097.10
5642703	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR900 FIPS router with WiFi (1000Mbps modem)	MA5-900F120B-XFA	$1,853.10
5642698	1-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA1-170F120B-XFA	$1,574.10
5642700	5-yr NetCloud Mobile FIPS Essentials and Advanced Plans and IBR1700 FIPS router with WiFi (1200Mbps modem)	MA5-170F120B-XFA	$2,330.10
5642692	1-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA1-0900120B-NNA	$899.10
5642694	5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem)	MA5-0900120B-NNA	$1,358.10
5584528	1-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA1-1700120B-NNA	$1,448.10
5642691	5-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem)	MA5-1700120B-NNA	$1,943.10
5691111	3-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB3-600C150M-NNN	$458.10
5691112	5-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem), North America	TB5-600C150M-NNN	$512.10
5642722	1-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA1-2200120B-NNN	$1,412.10
5642723	3-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA3-2200120B-NNN	$1,655.10
5642724	5-yr NetCloud Branch Essentials Plan with AER2200 router with WiFi (1200Mbps modem), North America	BA5-2200120B-NNN	$1,916.10
5691113	3-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB3-020010M-VNN	$278.10
5691114	5-yr NetCloud IoT Gateway Essentials Plan and IBR200 router with WiFi (10 Mbps modem) for Verizon	TB5-020010M-VNN	$332.10
5642707	LTE Advanced Pro (1200Mbps) modem upgrade for Mobile.	MA-MC400-1200M-B	$539.99

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	Includes IBR1700 & COR Dock doors, no antennas		
5584526	3-yr NetCloud Mobile Essentials Plan and IBR1700 router with WiFi (1200Mbps modem), no AC power supply or antennas, North America	MA3-17001200-NNA	$1,682.10
5642693	3-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	MA3-09001200-NNA	$1,123.20

Note: NetCloud functions vary for FIPS Hardware enabled devices. Consult the Cradlepoint website for specifics. .
Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. These hardware bundles can be used with 4G Mobile Broadband, Machine to Machine, and Public Safety Mobile Broadband Price Plans. A data plan is required for each modem purchase. There are no returns or exchanges and no Proration's. Reference Cradlepoint terms of service attached hereto.

LTE Vehicle Internet

These Accessories Sku's are not eligible for further discounts.

SKU#	Description	OEM P/N	Price
4765224	COR IBR1700, IBR900 power supply North America	170716-000	$22.49
3715571	Dual-band 2.4/5.0 GHz external WiFi antenna for AER3100, AER2100, IBR900, IBR1100 (1X)	170628-000	$13.49
5427545	Black, Universal 600MHz-6GHz 3G/4G/LTE 2dBi/3dBi 6 in antenna with SMA connector (1x)	170760-000	$13.49
3774498	Vehicle power adapter for COR	170635-000	$22.49
5503087	3 meter power and GPIO cable (direct wire) for IBR1700, IBR9x0	170585-001	$13.04
4381062	Serial DB9 to GPIO cable, 3 meters	170676-000	$16.19
4979362	Panorama antenna 5IN1 Blk dome 2LTE 2WIFI 1GPS	LP-IN1958-B	$283.78
4979363	Panorama antenna 5IN1 Wht dome 2LTE 2WIFI 1GPS	LP-IN1958-W	$283.78
5166824	Panorama antenna 9IN1 Blk dome 4LTE 4WIFI 1GPS	LG-IN2293-B	$461.83
5166826	Panorama antenna 9IN1 Wht dome 4LTE 4WIFI 1GPS	LG-IN2293-W	$461.83

Note: There are no returns or exchanges. Accessories can be purchased separately from hardware bundles. Reference Panorama Antenna terms attached hereto.

LTE Business Internet 10 Mbps Speed Tier Machine-to-Machine Plans*

These plans are eligible for monthly access fee discounts.

Monthly Access Fee[1]	$70.00 (41121)	$90.00 (41135)	$140.00 (41205)	$190.00 (41212)
Speed Tier Limit (Up to)[2]	10 Mbps	10 Mbps	10 Mbps	10 Mbps
Data Deprioritization Threshold[3]	25 GB	50 GB	100 GB	150 GB
Data Throughput Limit Threshold[4]	50 GB	100 GB	200 GB	300 GB
Throttled Speed (Up to)	600 Kbps	600 Kbps	600 Kbps	600 Kbps

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Notes: These plans are restricted to the Verizon Wireless 4G network (domestic and international roaming are not available). Only select Customer-provided 4G data routers can be activated on these plans. [1]The monthly access fee will not be pro-rated when moving to a higher speed tier plan during a billing cycle (the higher access fee will be billed); a line cannot move to a lower speed tier during a billing cycle. [2]Speeds represent the maximum speed but may be lower in the event of network congestion. [3]After the data deprioritization threshold is met on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. [4]If the data throughput limit threshold is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage to the applicable throttled speed. Voice calls cannot be placed or received on these plans other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls. Text messages cannot be sent or received on these plans. If the text message block feature is removed, there will be a $0.20 per message charge for messages sent or received. These plans can be used for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, web hosting, and public/guest Wi-Fi systems without prior approval from Verizon Wireless. *These plans are for machine-to-machine service ("M2M Service"). "M2M Service" refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Single Basic Phone Unlimited Talk Plus 500MB Plan **Government Subscribers Only** **No Domestic Roaming or Long Distance Charges** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$30.00
Monthly Anytime Minutes	Unlimited
BPC Data Rate 500 MB	$10.00 per GB
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. *May only be activated on a Verizon Wireless Home Phone Approved Device (BPC100). This is not a Home Phone Service. This service is generally utilized to replace POTS lines.	

Custom wireless Home Phone Connect Plan **Government Subscribers Only** **No Domestic Roaming or Long Distance Charges** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$20.00
Monthly Anytime Minutes	Unlimited
Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Activation on this phone requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. *May only be activated on a Verizon Wireless Home Phone Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines. Wireless Home Phone is not compatible with any data applications.	

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PUBLIC SAFETY CUSTOM PLANS

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.	
Monthly Access Fee	**$39.99**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance(1)	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	$5.00 additional per month
Push-to-Talk	$2.00 additional per month

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event a user consumes more than 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16807)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

This Public Safety Plan does not provide a Mission Critical service standard.

Monthly Access Fee	**$22.99**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	$10.00 per GB

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16810)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Custom Unlimited Push to Talk Only Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

This Public Safety Plan does not provide a Mission Critical service standard.

Monthly Access Fee	**$17.99**
Monthly Push to Talk Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#96625/4G Only – PP#96625 3G/4G)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

Mission Critical

Monthly Access Fee	**$0.00**

Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP#86124)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

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Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only.
This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.	
Monthly Access Fee	**$36.05**
Domestic Data Allowance(1)	Unlimited

Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Data usage on this plan is restricted to Verizon Wireless network use only; roaming is not available. (1) Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and Internet of Things ("IoT") devices* are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes**: (PP# 20664)

621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Internet of Things ("IoT") devices. Devices other than smartphones, aircards, jetpacks, modems, and tablets that transfer data over the network (e.g. M2M).
**Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders

Government Liable Subscribers Only,

Mission Critical

Monthly Access Fee Per MDN	**$0.00**

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes: (PP# 86428 Basic/Smart Phone and 86433 Non-Phone)

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

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Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

Mission Critical

Monthly Access Fee	**$0.00**

Verizon Wireless Private Responder Core Service for National Security, Public Safety, and Emergency Preparedness ("Private Core"): Private Core extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). This service is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*:

National Security/ First Responders / Public Safety
- 621910 Ambulance Service
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order and Safety Activities
- 928110 National Security
- 921190 Other General Government Support
- 921110 Executive Offices

921150 American Indian/Alaska Native Tribal Governments

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation
- 926120 Regulation and Administration of Transportation Programs

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management
- 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
- 621112 Health Care Practitioners
- 923120 Public Health Programs

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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4G LTE Private Network Traffic Management (PNTM) Private IP Only (fixed WAN)
Government Subscribers Only

Metered Data Pricing only. Not compatible with Unlimited Data Plans.

Mission Critical

The plans below reflect any applicable discount. No additional discounts apply.

Class of service ("CoS")	Customer can allocate bandwidth for applications into the Mission Critical CoS according to the PNTM Service Option selected.
Mission Critical CoS Applications	Recommended for video, Voice over IP, interactive services, and other mission critical applications.
Best Effort CoS Applications	Suitable for best effort applications (e.g. email, web browsing)

PNTM Service Options:	**Enhanced (Entry Level)**	**Premium (Mid Level)**	**Public Safety (Highest Level)** (Qualifying Public Safety NAICS Only)
Monthly Access Fee (per line)	Waived - $0.00	Waived - $0.00	Waived - $0.00
Mission Critical CoS Speeds	Mapped Up to 0.5 Mbps	Mapped Up to 2 Mbps	Mapped Up to 2 Mbps
Best Effort CoS Applications Speeds	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth	Remaining available 4G LTE bandwidth
RF Priority on access network	N/A	N/A	During heavy network usage periods

Qualifying Public Safety NAICS: Public Safety Subscribers classified with the following NAICS codes*, performing First Responder responsibilities only. The Public Safety PNTM service option is not an on demand service. The Public Safety PNTM must be provisioned on the account prior to use in the event of an emergency situation.

621910 Ambulance Services
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order, and Safety Activities
928110 National Security
926120 Regulation and Administration of Transportation Programs
926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
921150 American Indian/Alaska Native Tribal Governments
921190 Other General Government Support
921110 Executive Offices

Notes. 4G LTE Private Network subscribers with unlimited data plans are ineligible for Private Network Traffic Management. This service is only available while on Verizon Wireless' 4G network and is not available while roaming. VZ Private IP (MPLS) connectivity required. PNTM relies on customer's applications (VoIP, video, etc.) to appropriately mark IP sessions in order to prioritize their application over the 4G LTE Private Network using Internet Protocol Differentiated Services Code Point (IP DSCP). PNTM 4G LTE device must be certified for use on the Verizon Wireless network (e.g. Open Development/Open Access certified, validated for Private Network and Private Network Traffic Management.)

* North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

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DNS Safeguard Plus Feature for Public Safety
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

These features are not eligible for access discounts.

DNS Safeguard Plus Feature for Public Safety is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87898	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	$0.00
87901	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$0.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety

- 485111 Mixed Mode Transit Systems (Rail & Buses)
- 485112 Commuter Rail Systems
- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922150 Parole Offices and Probation Offices
- 922160 Fire Protection (except private)
- 922190 Other Justice, Public Order, and Safety Activities
- 923120 Administration of Public Health Programs
- 928110 National Security
- 926120 Regulation and Administration of Transportation Programs
- 926150 Regulation, Licensing, and Inspection of Commercial Sectors
- 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
- 921150 American Indian and Alaska Native Tribal Governments
- 921190 Other General Government Support
- 921110 Executive Offices

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DNS Safeguard Plus Feature for Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Plus Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87896	DNS Safe Guard Plus RPC PS	Android and other OS devices only (Non-Apple).Provisions PSINTERNET and DNS Security Plus	$1.25
87900	DNS Safe Guard Plus RPC PS APPLE	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Plus.	$1.25

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Plus features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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DNS Safeguard Advance Feature for Public Safety and Public Sector
National Security, Public Safety, and First Responders
Government Liable Subscribers Only

Mission Critical

DNS Safeguard Advance Feature for Public Sector is a network feature that will provide enhanced Domain Name Service (DNS) security for Responder Private Core customers to proactively detect and prevent cyberattacks.

Code	Description	Device Provisioning	Monthly Access Fee
87897	DNS Safe Guard Adv RPC	Android and Other OS Devices only (Non-Apple) Smartphones, Tablets, Routers, Modems, etc. Provisions PSINTERNET and DNS Security Advanced.	$2.00
87899	DNS Safe Guard Adv RPC APPL	Apple Devices only (Smartphones and tablets). Provisions PSINTERNET and DNS Security Advanced.	$2.00

Note: These features are stacked with Responder Private Core Internet Access Core as a mandatory feature. The DNS Safeguard Advance features are not compatible with Wireless Private Network, Private Network Traffic Management, or One Talk. These features are open to all plans and devices as allowed with Responder Private Core Internet Access Core.
These features are available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:

National Security/ First Responders / Public Safety
621910 Ambulance Service
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order and Safety Activities
928110 National Security
921190 Other General Government Support
921110 Executive Offices
921150 American Indian/Alaska Native Tribal Governments
Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems
Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
926120 Transportation Administration
491110 Postal Service
Public Transportation
926120 Regulation and Administration of Transportation Programs
485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems
Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and Consulting
239210 Pharmaceutical
Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless **Telecommunications**
238210, 334290 and 561620 Alarm Systems
Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction
236220 Construction
Management
926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors
Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal
Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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Push To Talk Responder Public Safety Mission Critical			
Product Description	**Monthly Access**		**Notes**
Push to Talk Responder Service Voice Only [1] (87911)	$12.00 per month		Calls will not be rated
Optional Feature Must be added with above if selected			
Push to Talk Responder with Interoperability [2] (87694)	$10.00 per month		Calls will not be rated
Software			
Push to Talk Responder licenses are not eligible for any further discounts.			
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones. **^Lines will need to add the Responder Private Core Internet APN Feature code to be on Push to Talk Responder.**

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service voice only can be added to any Smartphone plan as a stand-alone feature.

Public Safety NAICS Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)
485112 Commuter Rail Systems
621910 Ambulance Services
922110 Courts
922120 Police Protection
922130 Legal Counsel and Prosecution
922140 Correctional Institutions
922150 Parole Offices and Probation Offices
922160 Fire Protection (except private)
922190 Other Justice, Public Order, and Safety Activities
923120 Administration of Public Health Programs
928110 National Security
926120 Regulation and Administration of Transportation Programs
926150 Regulation, Licensing, and Inspection of Commercial Sectors
926130 Regulation and Administration of Comms, Electric, Gas, Utilities
921150 American Indian and Alaska Native Tribal Governments
921190 Other General Government Support
921110 Executive Offices

****These features cannot be used with any other Push to Talk Plus plans or features****

Push To Talk Responder Public Sector Customers (extended NAICS Codes) Mission Critical		
Product Description	**Monthly Access**	**Notes**
Push to Talk Responder Service Voice Only [1]	$15.00 per month	Calls will not be rated
Optional Feature Must be added with above if selected		

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Push to Talk Responder with Interoperability [2]		$10.00 per month	Calls will not be rated
Software			
Push to Talk Responder license are not eligible for any further discounts.			
Dispatch SW License	VZMCPTTDISPCLSW	$3,000 per chair	One time charge

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States Is not supported. Lines activating on these plans must be on 4G HD voice-capable smartphones.

^ As a condition for accessing and using Push to Talk Responder, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Push to Talk Responder users have the capability to make PTT calls, video calls, send and receive message and send/receive data files via the Push to Talk Responder application. Push to Talk Responder services will be charged based on the type of services the user is using as follows:

1. Push to Talk Responder service w/o video can be added to any Smartphone plan as a stand-alone feature.
2. Push to Talk Responder Interoperability calls cannot be stand-alone features with any Smartphone plan. They must be added with the Push to Talk Responder service w/o video.

****These features cannot be used with any other Push to Talk Plus plans or features****

Customers must be on the below qualifying NAICS Codes:

Water
- 924110 Water Infrastructure
- 221320 Sewage Treatment Facilities
- 221310 Water Supply and Irrigation Systems

Transportation
- 482111 Railway Transportation
- 481111 Passenger Air Transportation
- 481112 Freight Air Transportation
- 483111 Shipping Transportation
- 926120 Transportation Administration
- 491110 Postal Service
- 926120 Public Transportation

Information Technology
- 541512 Computer Integration
- 541519 Computer Disaster Recovery

Healthcare and Public Health
- 621112 Health Care Practitioners

Chemical
- 561612 Protective Services
- 541330, 541690 Chemical Engineering and Consulting
- 239210 Pharmaceutical

Communications
- 517110 Telecommunications, Wired
- 517212 Cellular and other Wireless Telecommunications
- 238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
- 237310 Highway, Street and Bridge Construction
- 811310 Industry Equipment Repair
- 236210 Industrial Building Construction
- 211113 Extraction; 236220 Construction Management

Energy
- 333611 Wind Turbine
- 221111 Hydroelectric Power Generation
- 221122 Electric Power Distribution
- 221118 Other Electric Power Generation
- 221210 Natural Gas Distribution
- 221113 Nuclear Electric Power Generation
- 562211 Hazardous Waste Treatment and Disposal

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Group First Response provides the next tier, in terms of Push To Talk features. Specifically it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets "LMR like" features

Group First Response for
National Security, Public Safety, and First Responders
Government Subscribers Only

Mission Critical

Features $25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$35.00
Push to Talk Plus Video[1, 2]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response.**

[2]Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

National Security/ First Responders / Public Safety	• 928110 National Security
• 485111 Mixed Mode Transit Systems (Rail & Buses)	• 926120 Regulation and Administration of Transportation Programs
• 485112 Commuter Rail Systems	• 926150 Regulation, Licensing, and Inspection of Commercial Sectors
• 621910 Ambulance Services	• 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
• 922110 Courts	• 921150 American Indian and Alaska Native Tribal **Governments**
• 922120 Police Protection	• 921190 Other General Government Support
• 922130 Legal Counsel and Prosecution	• 921110 Executive Offices
• 922140 Correctional Institutions	
• 922150 Parole Offices and Probation Offices	
• 922160 Fire Protection (except private)	
• 922190 Other Justice, Public Order, and Safety **Activities**	
• 923120 Administration of Public Health Programs	

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Group First Response for Non Public Sector Customers

Mission Critical

Features $25.00 and above are eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$35.00
Push to Talk Plus Video[1, 2]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response.**

[2]Customers must have the Group First Response feature enabled to be eligible for the Push To Talk Plush Video bolt-on feature.

^Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
481111 Passenger Air Transportation
481112 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

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517212 Cellular and other Wireless	

Group First Response Dispatch and Video Bundles
National Security, Public Safety, and First Responders
Government Subscribers Only

Mission Critical

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	$281.00
Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	$230.00

Note: Is there a note for the Sku's?? I can state that these are licenses that the customers can cancel at any time. Is there anything else you want to state? Command and advanced had paragraphs on how they worked etc. where is that for these?

All lines must have a Group First Response compatible device with an active Push to Talk Plus feature to be eligible to purchase Group First Response Dispatch and Video Bundles. These features are available to National Security, Public Safety, and First Responder customers only as defined by the NAICS (formerly SIC) codes.

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Interoperability

Mission Critical

Interoperability licenses are not eligible for any further discounts.

Software Sku's

Sku	Sku Description	Pricing Frequency	Price
U960-985-005-GOV	Public Safety IWS Edge Clients[1]	Monthly	$139.95
U960-991-001-GOV	Public Safety Multimedia PTT Clients[2]	Monthly	$7.95
U960-610-001-GOV	Public Safety Radio Gateway Interconnection[3]	Monthly	$39.95
U960-240-001-GOV	Public Safety Video Gateway Interconnection[4]	Monthly	$46.95
U960-260-001-GOV	Public Safety Telephone Interconnection[5]	Monthly	$19.98
U961-985-001-GOV	Public Safety Soft Panic SW[6]	Monthly	$112.50

Hardware Sku's One time charge

Sku	Sku Description	Pricing Frequency	Price
U980-100-001	All Network provisioning	One time	$795.00
U990-800-001	All Staging Testing	One time	$300.00
U500-614-001	4 PORT HW RADIO GATEWAY	One Time	$3,000.00
U500-612-001	2 PORT HW RADIO GATEWAY	One Time	$2,400.00
U500-610-001	1 PORT HW RADIO GATEWAY	One Time	$1,995.00
M840-475	VIDEO STREAMING DEVICE	One Time	$2,100.00
M400-351	SMART CABLE FOR VIDEO SCARPING	One Time	$399.00

Note: Coverage includes the Verizon Wireless 4G network only. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 4G HD voice-capable smartphones.

Mutualink solution provides the interoperability required when an active incident occurs (robbery, shooting etc.), and there is a need for different public safety agencies, schools, or commercial establishments to work together. Specifically allow all parties to exchange video, files (e.g. floor plans), messages, in addition to instant Push To Talk for voice communication.

Interoperability – Mutualink solution improves collaboration (Audio, Video, Data) during emergencies in real-time. Overcome silos by enabling you to share information, between first responders, schools, and private security personnel, when you need it.

1. IWS Edge Client – Has a way of allowing drag and drop of participants and creating an active incident. Sharing audio/video data.
2. Multimedia PTT Client – Group communication to share audio/video data.
3. Radio Gateway Interconnection – Monthly charge for connecting the radio gateway to the hosted solution
4. Video Gateway Interconnection - Monthly charge for connecting the radio gateway to the hosted solution
5. Telephone Interconnection - Monthly charge for connecting the radio gateway to the hosted solution (Wireline)
6. Soft Panic SW – Allows customer to create an incident with predefined participants automatically

**** The above Sku's are mutually exclusive from one another. They cannot be used on the same MDN at the same time****

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Local Network Command – National Security, Public Safety, and First Responders

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for First Responders (88112)	$0.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:

**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

National Security/ First Responders / Public Safety	
• 485111 Mixed Mode Transit Systems (Rail & Buses)	• 928110 National Security
• 485112 Commuter Rail Systems	• 926120 Regulation and Administration of Transportation Programs
• 621910 Ambulance Services	• 926150 Regulation, Licensing, and Inspection of Commercial Sectors
• 922110 Courts	• 926130 Regulation and Administration of Comms, Electric, Gas, Utilities
• 922120 Police Protection	• 921150 American Indian and Alaska Native Tribal Governments
• 922130 Legal Counsel and Prosecution	• 921190 Other General Government Support
• 922140 Correctional Institutions	• 921110 Executive Offices
• 922150 Parole Offices and Probation Offices	
• 922160 Fire Protection (except private)	
• 922190 Other Justice, Public Order, and Safety Activities	
• 923120 Administration of Public Health Programs	

Local Network Command – Government Subscribers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Government Agencies (88111)	$1.00	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:

**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water	**Telecommunications**
924110 Water Infrastructure	238210, 334290 and 561620 Alarm Systems
221320 Sewage Treatment Facilities	
221310 Water Supply and Irrigation Systems	**Critical Manufacturing**
	237310 Highway, Street and Bridge Construction
Transportation	811310 Industry Equipment Repair
482111 Railway Transportation	236210 Industrial Building Construction
481111 Passenger Air Transportation	211113 Extraction;
481112 Freight Air Transportation	236220 Construction Management
483111 Shipping Transportation	
491110 Postal Service	**Energy**
	333611 Wind Turbine
Information Technology	221111 Hydroelectric Power Generation
541512 Computer Integration	221122 Electric Power Distribution
541519 Computer Disaster Recovery	221118 Other Electric Power Generation
	221210 Natural Gas Distribution
Chemical	221113 Nuclear Electric Power Generation

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561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

Local Network Command – Enterprise Customers

This feature is NOT eligible for monthly access fee discounts.

Mission Critical

Monthly Access Fee for Enterprise/B2B Customers (NAICS Qualified) (8776)	$2.50	Customers may process an uplift that may auto renew within a 23 hr. period

Notes: Local Network Command (LNC) is a tool that provides on-demand local control of pre-selected users' network quality of service enhancement on a temporary basis. LNC requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature. Below are the eligible NAICS codes:
**Uplift will renew up to three (3) times after original uplift request, based on the length of time of the original uplift. Total uplift time (original and renewed) cannot exceed 23 hours.

Water 924110 Water Infrastructure 221320 Sewage Treatment Facilities 221310 Water Supply and Irrigation Systems **Transportation** 482111 Railway Transportation 481111 Passenger Air Transportation 481112 Freight Air Transportation 483111 Shipping Transportation 491110 Postal Service **Information Technology** 541512 Computer Integration 541519 Computer Disaster Recovery **Chemical** 561612 Protective Services 541330, 541690 Chemical Engineering and **Consulting** 239210 Pharmaceutical **Communications** 517110 Telecommunications, Wired 517212 Cellular and other Wireless	**Telecommunications** 238210, 334290 and 561620 Alarm Systems **Critical Manufacturing** 237310 Highway, Street and Bridge Construction 811310 Industry Equipment Repair 236210 Industrial Building Construction 211113 Extraction; 236220 Construction Management **Energy** 333611 Wind Turbine 221111 Hydroelectric Power Generation 221122 Electric Power Distribution 221118 Other Electric Power Generation 221210 Natural Gas Distribution 221113 Nuclear Electric Power Generation 562211 Hazardous Waste Treatment and Disposal **Healthcare and Public Health** 621112 Health Care Practitioners 923120 Public Health Programs

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WIRELESS EQUIPMENT

Equipment Pricing (NEW)
One (1) Basic voice device at no charge on rate plans with a monthly access fee of $14.99 or higher per 24 months/ per line. Make and model at Verizon Wireless sole discretion, subject to availability.
SOFL Approved Government Equipment Matrix devices. Verizon Wireless Government 10K 2yr matrix pricing only.
All devices shall include an AC charger at no additional cost with the initial purchase. Additional or replacement AC chargers may be purchased
Enterprise Network Extender at 25% off retail. 25% discount applies to the non-discounted, full retail price only of qualifying equipment.
Notes: Verizon Wireless reserves the right to add or discontinue models. Equipment is subject to availability. Verizon Wireless' Government Equipment Matrix is updated at a minimum quarterly based upon equipment availability, changes in technology, and market conditions. Not eligible for any other promotional pricing offers. Equipment becomes eligible for upgrade after 24 months in service.

Accessory Discount
Government Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.

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Other Services and Fees

Non-recurring Verizon Wireless Fees	
Insufficient Funds Check	Waived
Bill Reprint	Waived
Late Fee	Waived
Record Change/Upgrade Fee	Waived

Fulfillment/Shipping	
Standard: 2-day (orders received before 4PM)	Waived
Urgent: Priority Overnight (delivery by 10:30 AM) (orders received before 4PM)	$14.99
Saturday: (shipping by noon)	$19.99

Directory Assistance: 411 Search℠	
Our wireless 411 Search℠ is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call or text.	
Voice call	$1.99 (subject to change) per call plus applicable airtime, toll, wireless long distance and landline charges
Message Sent via text	With messaging bundle: $1.99 plus airtime for the call, and the message will be subtracted from the monthly allowance
	Per text message: $1.99 plus airtime for the call and $0.20 for the text message

Block all calls except local calls (as defined by call plan): This is not permissible, but Flexible Business Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply.

Block spam and robocalls: Verizon Call Filter helps you avoid unwanted callers with spam protection, and allows you to set up a spam filter by level of risk, preventing unsolicited calls by sending them directly to voicemail. The basics (spam detection, blocking and reporting) are available at no charge.

Block inbound/outbound text messages: Inbound and outbound text messaging can be blocked, including both at the same time at no charge.

Block international calls to and from North America only: International Services Enabled (ISE) is required to permit calls to Mexico. Blocking is available within the North America dialing pattern, which includes the U.S. and Canada. Toll charges may apply. Incoming calls can originate anywhere in the world.

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Feature	Basic Voicemail	Basic Visual Voicemail	iPhone Visual Voicemail	Voicemail to Text for iPhone	Premium Visual Voicemail
Monthly Access Fee	Free	Free + Data	Free + Data	$2.99 + Data	$2.99 + Data
Storage Capacity (Messages)	20	20	40	40	40
Message Duration	3 minutes	3 Minutes	3 Minutes	3 Minutes	5 Minutes
Transcription	NA	NA	NA	X	X
Distribution Lists	15	15	NA	NA	20
Distribution Members	10	10	NA	NA	50
Call Return	NA	X	X	X	X
Save Voicemails to device	NA	X	NA	NA	X
Caller Dependent Greetings	NA	NA	NA	NA	20
Caller Dependent Greeting Members per group	NA	NA	NA	NA	50
Reply by Text and E-Mail	NA	X	X	X*	X
Forward by Text and E-Mail	NA	NA	NA	NA	X
Voicemail to Text	NA	NA	NA	X	X
Mobile Application**	NA	X	X	X	X
Reply by FaceTime**	NA	NA	X	X	NA

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Legacy Pricing

LEGACY: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Tier Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			Conventional (Basic) Device Plan	Smartphone Device Feature
2B.1 *through* 2B.18 (PTT+ 94976)	$10.00	1 - 8,999	0	Per selected voice calling plan requirements
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			
PTT Plus service requires PTT Plus enabled device and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

Legacy: Custom State of Florida Nationwide Push to Talk Plus (PTT) Per Line Calling Plan or Feature (INTEROPERABILITY)				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
Conventional (Basic) Device Plan		Smartphone Device Feature		
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Anytime PTT Plus Lines Per Month	Domestic Anytime Voice Allowance Minutes Per Month	
			As a plan: 0	As a feature: Per the voice calling plan
2B.1 *through* 2B.18 (PTT+ 94976)	$10.00	1 - 8,999		
Mobile to Mobile Calling	Unlimited			
Data Sent/Received	Per the data package selected or Per the voice calling plan.			
PTT Plus service requires PTT Plus enabled device and coverage. PTT Plus Interoperability requires an Interoperability Gateway, PTT Plus enabled device, and coverage. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

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LEGACY: Custom State of Florida SMS Per Message Feature				
The calling features below reflect the monthly access charge discount. No additional discounts apply.				
SMS (Text Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3.1 *through* 3.13 (77847)	$0.00	0	1 - 450,999	$0.02
SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received see attached International services pricing for further details... Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

LEGACY: Custom State of Florida MMS Per Message Feature				
The calling features below reflect the monthly access charge discount. No additional discounts apply.				
MMS (Picture and Video Messaging)				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per MMS Message Rate (Sent/Received)
3.1 *through* 3.25 (77848)	$0.00	0	1 - 1,608,999	$0.05
Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

LEGACY: Custom State of Florida SMS Broadcast Per Message Feature				
The calling features below reflect the monthly access charge discount. No additional discounts apply.				
SMS Broadcast (Text) Messaging				
SOFL Plan Number	Monthly Access Charge	Domestic Message Allowance	Domestic Messages Per Month	Per SMS Message Rate (Sent/Received)
3B.1 through 3B.25 (77847)	$0.00	0	1 – 130,999	$0.02
SMS (Text) Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Pricing is based on the current State of Florida, Department of Management Services' quarterly commitment selection and is subject to change. Please refer to the Mobile Communication Services (MCS) Contract DMS-10/11-008C for further details.				

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LEGACY: Custom State of Florida Voice Calling Plans				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
Unlimited Night & Weekend Minutes				
SOFL Plan Number	Domestic Anytime Minutes	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.1a (86192)	250	$20.60	$0.041	$0.103
6.4a (86193)	600	$30.90	$0.041	$0.103
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.				

LEGACY: Custom State of Florida Unlimited Voice Calling Plan				
The calling plan below reflects the monthly access charge discount. No additional discounts apply.				
No Domestic Long Distance Charges				
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Domestic Voice Roaming (Outside Florida)
6.6a(86194)	Unlimited	$41.20	N/A	$0.103 (includes PTT+)
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.				

LEGACY: Custom State of Florida Unlimited Nationwide Voice Calling Plan				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
SOFL Plan Number	Domestic Anytime Allowance Minutes*	Conventional and Smartphone Devices Monthly Access Charge	Overage Rate	Voice Roaming (Canada and Mexico)
6.6a (86197)	Unlimited	$51.50	N/A	$0.69 (includes PTT+)
Data Sent or Received		$1.99 per MB or per Data Package		
Optional Feature				
Domestic Push-to-Talk Plus		$0.00		
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. *Overage Rate applies after allowance. 3G/4G Smartphones and 3G/4G Multimedia Phones require a data package. 4G service requires 4G equipment and 4G coverage. PTT Plus service requires PTT Plus enabled device and coverage.				

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LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices

SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	Domestic Tethering Allowance	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d(86768-3G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida All Inclusive Unlimited Nationwide Voice & Messaging Plan (Hotspot)

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Conventional and Smartphone/BlackBerry Devices

SOFL Plan Number	Monthly Access Charge Per Line	Nationwide Voice Allowance	4G Domestic Hotspot/Tethering	Overate Rate	Unlimited Text, Picture, Video Messaging and Data
6.1d (86769-4G)	$51.00	Unlimited	5GB	$10.30/GB	Included

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage.

LEGACY: Custom State of Florida BlackBerry Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS Messaging
6.10b(77294 and 79789)	$15.45	500MB	$0.00849per MB	Included*
6.11b(77295 and 79790)	$20.60	1,000MB		
Exhibit 6B(79740 and 79791)	$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. 4G service requires 4G equipment and 4G coverage. *Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida BlackBerry Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for BlackBerry devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Text and MMS messaging and tethering
6.12b(79407-4G and 79409-3G), (79781-4G and 79780-3G	$32.96	Unlimited*	N/A	Included**

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G equipment and 4G coverage. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be

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reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice **Not available when bundled with the State of Florida Nationwide Custom Pooled Voice Services Plans

LEGACY: Custom State of Florida Mobile Broadband Connect Feature			
The calling feature below reflects the monthly access charge discount. No additional discounts apply.			
With a Mobile Broadband Connect capable Smartphone/BlackBerry devices only			
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Per Minute Rate and Long distance
6.1f (76404-4G, 76405-3G)	$10.00	Unlimited*	Per the Voice Plan

Notes: See attached Plan and Feature Details for important information about plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. Feature may only be added onto an eligible plan coupled with a Custom State of Florida Smartphone or BlackBerry Data Feature Package (SOFL Plans 6.6b, 6.7b, 6.10b, 6.11b and Exhibit 6B). Per Minute Rate applies to voice calls and other data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice

LEGACY: Custom 4G Unlimited Smartphone Plan for Public Sector State of Florida - Government Subscribers Only **This plan is not eligible for additional monthly access fee discounts.**	
Monthly Access Fee	**$50.00**
Data Allowance[1]	Unlimited
Mobile Hotspot[2]	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic Long Distance Toll Free	Included
Domestic and International Messaging Allowance[3]	Unlimited

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing see attached International services pricing for further details.. Only a 4G smartphone can be activated on this plan.

[1]After 10 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

[2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 10 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[3]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. See attached International services pricing for further details.

The "Custom 4G Unlimited Smartphone Plan for Public Sector – State of Florida Government" is eligible to use Travel Pass SPO code 383.

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Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. . Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States,
(ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Push to Talk Plus: Push to Talk Plus capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party.. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. . In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take

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the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please refer to the attached One Talk terms of service.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries.

International Roaming Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. International rates and destinations are subject to change without notice. You must add International Eligibility to your account to roam in many destinations. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Ask your account manager for the most current list of participating foreign carriers.

Data Services

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please refer to the Network Performance attachment. .

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please refer to the Network Performance attachment.. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

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Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders, "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See the attached Verizon Full Privacy Policy]**

Unlimited Data Plans and Features (such as Mobile Broadband, and Push to Talk Plus) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited , Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited Mobile BroadbandAccess and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited Mobile BroadbandAccess services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited Mobile BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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Data Roaming: International Eligibility is needed to roam in many destinations. See attached International services pricing for further details.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a Mobile BroadbandAccess PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming: International eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Please refer to the attached international services pricing for additional details.

M2M Data Plan Share Options:

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (e.g. Low Usage and High Usage plans cannot share with each other). Unused allowance will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their allowance during the same monthly billing period. At the end of each bill cycle any unused allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile Share: Customer may activate one (1) share group per profile (e.g. Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Profile Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

One Talk℠ and Message+ from Verizon - Government Terms of Service

One Talk from Verizon, together with its related devices, software and applications ("Service" or "One Talk"), is a commercially available business telephone solution that brings together the functions of office phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features. Please refer to the One Talk Features as attached hereto for a listing of features currently available with the Service.)

The following terms of service apply to the One Talk Service. "Customer" means the eligible entity purchasing the One Talk service under the Contract along with any Customer end users using the Service.

1. **Customer Agreement.** Customer's use of the Service is subject to all Contract terms. This applies regardless of whether the end user device is on the Customer's account or paid for by the end user (e.g. a Bring Your Own Device arrangement between Customer and end user).

2. **How the Service Works.** For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared with up to eight (8) devices (which can include one (1)

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smartphone using One Talk in Basic Dialer mode (if available), five (5) smartphones and/or tablets using the One Talk Mobile App, and two (2) desk phones. (Note that desk phones are not required for the Service.) You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

Customer is solely responsible for managing its end user access to the One Talk Service, management of end user devices and management of information transmitted via the Service. Addition of devices and associated Service features is managed and administered by the Customer through Verizon Wireless' web portal.

A. One Talk Components

One Talk Basic Dialer. If available, the One Talk Basic Dialer adds various business features to a compatible device's native dialer, which on a compatible smartphones.) With One Talk in Basic Dialer mode, Customer's One Talk phone number will be the same as its Verizon Wireless phone number. Other devices that you select will share the same One Talk phone number.

One Talk Mobile App. The One Talk Mobile App is available for smartphone and tablets either from the Google Play™ Store for devices with Android™ 5.0 or higher or from the Apple® App Store for devices with iOS 9.0 or higher. To use the Service, Customer must add a One Talk phone number to the Mobile App and end users must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, the device will have two phone numbers – one for its original native dialer (if available), and the other for the One Talk number. Other associated devices will share the same One Talk number. Users may install the One Talk Mobile App on a compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be Verizon Wireless subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers. In order to use messaging through the One Talk Mobile App, the customer also must add the Message + App.

Message+ App. The Message+ App provides an integrated and customized messaging experience across an end user's mobile phone, tablet, PC, and other devices, and an integrated calling experience across a user's mobile phone and tablet. (Note that integrated calling is not part of the One Talk Service.) An end user can also send group, location and other multimedia messages ("MMS") in addition to traditional text messages. The Message+ App includes an Integrated Messaging feature that lets users send and receive text and multimedia messages on an end user's smartphone, tablet, computer or the web using a user's Verizon One Talk mobile telephone number. The service syncs up to 90 days of messages across an end user's devices.

One Talk Desk Phones. One Talk desk phones are Voice-over-Internet Protocol (VoIP) devices that must be purchased from Verizon Wireless. At your location, you will need separate broadband service (from Verizon or another ISP), either Ethernet or Wi-Fi connectivity, and AC power. Check with your Verizon Wireless sales representative for the availability of desk phones under the Contract.

Auto Receptionist: Hunt Group. In order to utilize either of these features, Customer must activate a new Verizon Wireless line or port in a line from another carrier. The settings for the line must be configured using the One Talk section of the My Business web portal.

B. Charges

For each One Talk line, you will be charged a monthly recurring fee for the Service, in addition to the charges for data, voice, and messaging based on your service plan. Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

Desk Phones. Voice and video calls to and from One Talk desk phones will consume data on your existing broadband, cellular, or Wi-Fi connection. The following applies if you use the VZW network to connect to the Service:

One Talk Basic Dialer. Adding the One Talk feature to a smartphone does not consume any data. If you have a device that supports video calling, the voice portion will be billed as minutes of use and the video portion will be billed as data. Voice calls will be billed as minutes of use only.

One Talk Mobile App. Your download of the One Talk Mobile App will consume approximately 30 MB of data. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data.

Auto Receptionist; Hunt Group. You will be charged a monthly recurring fee for each Auto Receptionist and Hunt Group line in your company's profile.

3. **Integrated Calling Charges (Message+).** Integrated Calling does not have a separate monthly service fee, but data usage charges will be incurred in accordance with Customer's service plan. If a call is transferred among connected devices, each transfer will be billed as a separate call. Also, depending on the service address, Customer may be assessed an additional 911 charge if required by law. Any call made from a tablet to a U.S. number will be treated as a domestic call, no matter where the call originates. Any call made from a tablet to a non-U.S. number will be treated as an international long distance call that originates in the U.S., which is subject to U.S. taxes, fees and Verizon surcharges, no matter where the call actually originates. These calls will be billed in accordance with Customer's international calling plan and/or international Contract rates.

4. **Emergency 911 Calls.** End users can make a 911 call over a Wi-Fi connection when using the Service, but whenever possible, end users

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should avoid doing so because 911 calls over a WiFi connection will not work if there is a failure of your broadband connection or electrical power, or if the 911 system doesn't recognize the address. In addition, when using a One Talk desk phone, voice functionality (including the ability to make and receive 911 calls) will not be available during a power outage, broadband connection failure or other service disruption. Before any desk phone can be activated or the Service can be activated on any device, Customer must enter the U.S. address where Customer wants emergency services to be sent if end users call 911. It is not necessary to use the same address for all devices. It is very important that Customer updates its 911 address whenever Customer changes its location for any of these devices because this is the location that will be given to emergency services when end users dial 911. End users can go to their mobile device's Settings and change their 911 address at any time. Customer can change the 911 address for a desk phone on the One Talk section of the My Business web portal. (Note: With a smartphone using the One Talk Mobile App, emergency services will use the 911 address only if you use Wi-Fi to make the 911 call. If end users are using the Verizon Wireless Network, their smartphone's built-in capabilities will provide the location of the end user's device.)

5. **Integrated Messaging Text Message Feature.** To send and receive SMS messages, Mobile devices associated with either One Talk Basic Dialer (if available) or One Talk Mobile App must download the Message+ App to the device. The Integrated Messaging functionality of Message+ enables you to synchronize messages across multiple devices, including smartphones, tablets and the web. Text messages sent and received while using the Service are separate from the native texting app (dual numbers) and are only temporarily retained on the One Talk message platform in the cloud. End users with access to the Service on a Smartphone or the Mobile Client can retrieve/download any text message sent or received using the Service.

6. **HIPAA**. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information One Talk Verizon Messages terms of service.. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

7. **Service Limitations.** The Service is not compatible with fax machines, credit card machines or certain security systems. Your Verizon Wireless representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

8. **Important Service Disclosures**. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS CUSTOMER MAY HAVE. CUSTOMER AGREES TO USE THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICES IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON VERIZON WIRELESS, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

CUSTOMER IS ON NOTICE THAT ANY TEXT MESSAGES DELIVERED TO A DEVICE USING THE SERVICE WILL REMAIN ON THAT DEVICE, EVEN AFTER THE MESSAGING FEATURE IS REMOVED OR END USER IS DEREGISTERED AND NO LONGER HAS ACCESS TO THE SERVICE. END USERS CONTROL THE DELETION OF MESSAGES RECEIVED ON THEIR DEVICES.

9. **Software**. In connection with the Service, Verizon Wireless will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). Verizon Wireless may update the Software from time to time and Customer and/or end user failure to install any update may affect Customer's Service and/or use of the Software. Customer may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

Verizon Wireless grants Customer a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by Verizon Wireless and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code; which are available for review in the One Talk attachments.

Software was developed solely at private expense, and Customer has no other rights in software than those set forth herein. As such, customer may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). Customer also agrees to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

10. **Disclaimer of Warranty.** THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "VERIZON PARTIES"), INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON- INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE

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OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Networkfleet Terms and Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

“Customer Website Pages” means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

“Network Fleet” is a wholely owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the “Contractor” under the Verizon Wireless State of Florida Contract DMS-10/11-008C

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. NETWORKFLEET LICENSE. During the time that Customer is entitled to receive Networkfleet Services hereunder, the Customer shall have a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Networkfleet’s Installation Policy, located at in the Networkfleet attachements., as it may be amended from time to time, which is available at the Networkfleet Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle’s location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended though the same period of time as the Customer has continuously paid for Networkfleet Services for the Device;
(b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery.
(c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment,
(d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty

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installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service.
(e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's current applicable warranty policy as attached hereto. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.
(f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Networkfleet Website or to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Service Partners and suppliers, and that Networkfleet, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website and grant such Customers a limited license for purposes of utilizing the services for the purposed outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to the Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) reverse engineer, translate, convert, decompile the Networkfleet Services; (d) remove or alter any proprietary notices in the Networkfleet Services;(e) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (g) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement reference Networkfleet MAXAR DigitalGlobe attached hereto.

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10. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided such changes do not materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

11. DATA. Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Networkfleet, and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Networkfleet, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

Call Filter Service Attachment to Verizon Wireless Agreement: Government Terms of Service

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description**. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in the Call Filter Plus Service Fees exhibit attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. . Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter

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utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application**. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges**. Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in the Call Filter Plus Service Fees exhibit.

8. **Privacy**. Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, please refer to the attached Verizon Full Privacy Policy. . In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

9. **Licenses and Restrictions**. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use**. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

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11. **Branding**. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. **User Content**. For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

13. **Digital Millennium Copyright Act Notice**. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

    Verizon Copyright Department
    1320 North Courthouse Road, Floor 9
    Arlington, Virginia 22201, U.S.A.
    Fax 703.351.3669
    Email DMCA@verizon.com

    NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

    1. Signature of copyright owner or person authorized to act on behalf of the owner;
    2. Identification of copyrighted work claimed to be infringed;
    3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
    4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
    5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
    6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses**. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service. Please refer to the Call Filter open source licenses attached hereto. :
    - [This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.
    -
    - This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.

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15. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES**. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULLNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDLENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY**. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN ($10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control**. Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety**. Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Verizon Push to Talk Responder (PTT Responder) Terms and Conditions

This Agreement is between you, as our Customer or End User, and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT Responder, a mission-critical push to talk solution (also known as the "Service"). By using or accessing PTT Responder, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time as permitted by applicable law. By continuing to use the Service after VZW has notified you of changes, you are accepting those changes.

1. **Customer Agreement.** For business customers, PTT Responder is subject to your company's major account agreement with VZW.

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2. **How the Service Works**. You can access PTT Responder in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT Responder service features are available through all access methods.

3. **Charges.** Your download of PTT Responder will be billed according to the applicable data plan. Your use of PTT Responder will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please see the Public Safety Services document attached

4. **Privacy.** VZW may use information about your activity in PTT Responder, subject to our Privacy Policy and applicable law attached hereto. .

5. **Licenses.** Mobile App, Computer Client, or any other executable associated with your access or use of PTT Responder is referred as "PTT Responder Software". You have a limited, non-exclusive, non-transferable license to use PTT Responder in the U.S. and the object code version of PTT Responder Software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers and, for the sake of clarity, is not for resale and is not sublicensable. The PTT Responder Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available in the attached Open Source document. . Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.

6. **Maps.** If you are using PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP Integration as standalone products (not in conjunction with Push to Talk Plus), such use will require use of OpenStreetMap (© OpenStreetMap contributors). Use of OpenStreetMap within PTT Responder is subject to the Open Data Commons Open Database License (ODbL) licensed by the OpenStreetMap Foundation (OSMF). Please refer to the attached Open Street map document. . The ODbL may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the ODbL including all limitations and restrictions therein as may be updated by OpenStreetMap from time to time, you may not use PTT Responder. Your use of the OpenStreetMap service within PTT Responder will constitute your acceptance of the ODbL. If there is a conflict between these Terms and that license, the ODbL license terms will control.

7. **Consent to Share Location Information.** PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP require sharing of your "Location Information" (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT Responder). With your consent, your Location Information will be shared with your employer, for business purposes only.

8. **Additional Terms for Device Call Logging and Recording.** For PTT Responder, the Device Call Logging and Recording feature within PTT Responder permits your employer to log and record your calls while you are using a mobile device with PTT Responder. By using PTT Responder, you consent to calls on your mobile device being logged and recorded by your employer, and you consent to any person authorized by your employer listening to your conversation(s) for training and other legitimate business purposes. Employers shall restrict access to the Device Call Logging and Recording feature of PTT Responder to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.

9. **Restrictions on Use.** You may not, or allow others to (i) transfer, assign or sublicense its license rights to any other person or entity or use the PTT Responder Software on any equipment other than the equipment on which it was originally installed, and You acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the PTT Responder Software, create derivative works based upon the PTT Responder Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the PTT Responder Software to human-readable form or attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the PTT Responder Software, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the PTT Responder Software to be used to perform services for third parties, whether on a service bureau or time-sharing basis or otherwise, without the express written authorization of Verizon; (v) remove or obscure any proprietary notices from the PTT Responder Software, documentation or other materials furnished or made available hereunder; (vi) disclose, provide, or otherwise make available trade secrets contained within the PTT Responder Software and documentation in any form to any third party without the prior written

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consent of Verizon; (vii) enable any PTT Responder Software features or capacity (e.g., additional storage hours, agents, ports or mailboxes) which is licensed as separate products without Verizon's prior written consent; and/or (viii) permit or encourage any third party to do any of the foregoing. Customer shall implement reasonable security measures to protect such trade secrets.

10. **Termination**. VZW may terminate or discontinue PTT Responder at any time without notice, including if you breach these Terms and Conditions, subject to the applicable contracts disputes act if you are a government entity.

11. **Disclaimer of Warranty; Limitation on Liability.** PTT RESPONDER AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

12. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT Responder in violation of any such restrictions, laws or regulations. By downloading or using PTT Responder, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.

13. **Safety.** Please do not endanger yourself and others by using PTT Responder while driving or engaging in any other activity that requires your full attention.

Verizon Local Network Command Terms and Conditions

1. GENERAL
1.1 Service Definition
1.2 Service Availability
2. SUPPLEMENTAL TERMS
2.1 Customer Agreement
2.2 Privacy
2.3 Licenses
2.4 Consent to Share Location Information
2.5 Disclaimer of Warranty; Limitation of Liability
3. CUSTOMER RESPONSIBILITIES
3.1 Restrictions on Use
4. FINANCIAL TERMS
4.1 Responsibility for Charges

1. GENERAL

1.1 **Service Definition.** Local Network Command is a local control solution allowing for temporary uplift of mobile devices to enhanced network performance (also known as the "Service").

1.2 **Service Availability**. You can access the Service through a web-based tool hosted at the VZW MyBiz portal. The account single point of contact (SPOC) must preselect the users for uplift through the Service. The account SPOC can preselect users individually or as part of a group. The account SPOC must also create and designate specific users as Incident Commanders. Incident Commanders will have the ability to create incidents using the Service and uplift preselected users during an incident.

2. SUPPLEMENTAL TERMS

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2.1 **Customer Agreement**. For enterprise customers, the Service is subject to your organization's major account agreement with VZW.

2.2 **Privacy**. VZW may use information about your activity in using the Service, subject to our Privacy Policy and applicable law, which are attached hereto

2.3 **Licenses**. You have a limited, non-exclusive, non-transferable license to use the Service solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers.

For Location Information (defined below), the Service requires use of MapQuest. Use of MapQuest within the Service is subject to:

- the MapQuest Terms of Service attached hereto
- the MapQuest 3rd Party Notices and Licenses MapQuest Attributions attached hereto.,
- the Mapbox Notices MapQuest Mapbox as attached hereto, and
- the MapQuest Privacy Policy MapQuest System1 Privacy Policy as attached hereto

The MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices or MapQuest Privacy Policy, including all limitations and restrictions therein as may be updated by MapQuest from time to time, you may not use the Service. Your use of MapQuest within the Service will constitute your acceptance of the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy

2.4 **Consent to Share Location Information**. The Service will require sharing of "Location Information" (data that can be used to describe, determine or identify the location of all mobile devices subject to the Service). In using the Service, you represent and warrant that you have obtained all necessary consent(s) from individual users whose mobile devices will be subject to the Service, and that VZW has no responsibility to obtain such consent(s).

2.5 **Disclaimer of Warranty; Limitation of Liability**. THE SERVICE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

3. **CUSTOMER RESPONSIBILITIES**

3.1 **Restrictions on Use**. You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of the Service. The Service is intended for those devices with a clear need for temporary uplift to enhanced network improvement. You agree not to abuse the Service as determined by the sole discretion of Verizon. "Abuse" may include, but not be limited to, the indiscriminate uplift of all devices within a specific geographic area where such action adversely affects the Verizon wireless network.

4. **FINANCIAL TERMS**

4.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan

VERIZON DNS SAFEGUARD for PUBLIC SAFETY

1. GENERAL

1.1 Service Definition

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1.2 Service Features for DNS Service Plus

1.3 Service Features for DNS Service Advanced

2. SUPPLEMENTAL TERMS

2.1 Service Activation and Implementation

2.2 Services Agreement Flow Down Terms

2.3 Customer Responsibilities

2.4 Warranties

2.5 Use of Data

2.6 Term and Termination

3. FINANCIAL TERMS

3.1 General

4. DEFINITIONS

1. GENERAL

1.1 **Service Definition.** Verizon DNS Safeguard for Public Safety (DNS Service) is a cloud-based security platform intended to provide a first line of defense against threats on the Internet by detecting and blocking inappropriate and malicious sites and content before the Internet Protocol (IP) connections are established. DNS Service is enhanced with threat intelligence feeds from the Verizon Threat Research Advisory Center which, learning from internet activity patterns, automatically uncovers current and emerging threats to continually keep the network safe.

The DNS Service platform operates as a DNS resolver that converts domain names to IP addresses which allows the platform to prevent IP connections to known malicious sites. When a legitimate domain is resolved, the DNS Service returns the actual IP address.

The DNS Service consists of two offerings: DNS Service Plus and DNS Service Advanced.

1.2 **Service Features for DNS Service Plus.** The following service features are included with DNS Service Plus:

1.2.1 **DNS Layer of Breach Protection.** DNS Service is able to detect and block malicious sites and content before they reach the network as a DNS request is made before IP connections are established. Malware, ransomware, phishing, spyware, botnets, and command & control call-backs are blocked over any port or protocol before such threats can reach users and network.

1.3 **Service Features for DNS Service Advanced.** The following service features are included with DNS Service Advanced.

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1.3.1 **Premium Threat Feeds.** DNS Service Advanced includes the Basic Threat Feeds described in the DNS Service Plus and additional threat feeds from the Verizon Threat Research Advisory Center's display of threat analytics and intelligence it gathers from third party proprietary and open source data.

2. **SUPPLEMENTAL TERMS**

2.1 **Service Activation and Implementation**

2.1.1 **Service Activation**. The DNS Service will begin Activation Date is 10 Business Days following the Order Confirmation Date.

2.1.2 **Offshore Support**. Customer agrees that the DNS Service may be provided by, and all related information (including data) accessed and/or stored by, resources located within and outside the United States. Customer consents to such performance of services, including access and storage of data, from outside the United States.

2.2 **Services Agreement Flow Down Terms**

2.2.1 **Acceptance of Terms.** From time to time, Verizon may update the functionality, add new features to the DNS Service, and/or change the access configuration for the DNS Services. In such event, these terms shall also apply to any upgrades or updates subsequently provided by Verizon for the DNS Services.

2.2.2 **Use of the DNS Services.** Customer accepts the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the DNS Service only as authorized in this Agreement and related documentation for the duration of the Service Commitment and for the number of licenses purchased by and allocated to Customer.

2.3 **Customer Responsibilities**

2.3.1 **Internet Access.** Customer must have wireless internet access in place to use DNS Service. **Customer must have a subscription to Verizon's Responder Private Core in place to use DNS Service.**

2.3.2 **Prohibited Use.** Customer will not: (i) use the Services for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Verizon may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; or (iv) use Customer's account or the Services to infringe any intellectual property or other right of any other third party. Verizon may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to Verizon's Privacy Policy, Verizon reserves the right at all times to disclose any information as Verizon deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Verizon's sole discretion.

2.4 **Warranties**

2.4.1 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that any network, computer systems, or any portions thereof, are secure. Verizon does not warrant that use of DNS Service will be uninterrupted or error-free or that any defect in DNS Service will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security

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cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access. Verizon does not warrant the accuracy of information provided to Customer hereunder.

CUSTOMER'S USE OF THE DNS SERVICES IS AT CUSTOMER'S SOLE RISK. ALL DNS SERVICES ARE PROVIDED ON AN AS IS OR AS AVAILABLE BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW,VERIZON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

2.4.2 **Customer Warranty.** Customer represents and warrants that Customer (a) will use the DNS Safeguard services, including all reporting, deliverables, documentation, and other information provided in connection with DNS Service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, documentation or information for any other purposes; and (b) will comply with all applicable laws and regulations.

2.4.3 **Third Party Warranties.** For any third party products and/or services incorporated as part of Service, Customer will receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

2.5 **Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (i) Network Data, (ii) User Data and/or Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Services.

2.5.1 **User Data**. Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

2.5.2 **Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (i) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (ii) any information that Verizon learns in evaluating Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

2.5.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

2.6 **Term and Termination**

2.6.1 **Service Commitment.** The Service Commitment is for the terms specified in the Customer's purchase order as accepted by Verizon.

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2.6.2 **Service Cancellation**. If Customer requests cancellation of Service, or Verizon cancels Service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision such Service, Customer will pay any set-up fees and other amounts accrued for such Service through the date of such termination, plus an amount equal to any applicable annual third party license fee, which Customer acknowledges are liquidated damages reflecting a reasonable measurable of actual damages and not a penalty. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

3. **FINANCIAL TERMS**

3.1 **Responsibility for Charges**. Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan.

Verizon Wireless Private Network Terms and Conditions

1. Verizon Wireless Private Network Service ("Private Network"): Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.

2. Customer Minimum Line Requirement: Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.

3. Connection to Verizon Wireless Facility: Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.

4. Customer Provided Equipment ("CPE"): Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.

5. IP Addresses: Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.

6. Dynamic Mobile Network Routing ("DMNR"): DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.

7. Service Based Access ("SBA"): SBA is an optional configuration of Private Network that enables customers to access Verizon's Visual Voice Mail; multimedia messaging services; and 3G location-based services assisted Global Positioning System. Customer is responsible for any charges associated with the customization of its CPE to support SBA.

Verizon Wireless Private Network Traffic Management

8. Private Network Traffic Management (PNTM): PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

a. PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following Qualifying Public Safety NAICS codes a) 621910 Ambulance Services; b) 922110 Courts; c) 22120 Police Protection; d) 922130 Legal Counsel and Prosecution; e) 922140 Correctional Institutions; f)

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922150 Parole Offices and Probation Offices; g) Fire Protection; h) 922190 Other Justice, Public Order, and Safety Activities or i) National Security.

9. Customer Private Network Contact: Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.

10. Private Network Implementation and Testing: Verizon Wireless will implement Customer's Private Network, which requires Customer to a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to compete the Private Network Connectivity Form; b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.

11. Wireless Devices/Network Access: Customer must use Private Network-compatible end-user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification. Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

12. Permitted Use/Fraud: Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

13. Maintenance/Service Changes/Termination of Private Network Service: Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.

14. No Warranties: Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.

15. NO RESELLING: Customer cannot resell Private Network /Private Network Traffic Management service(s) or allow third parties to use Private Network/Private Network Traffic Management service(s) or access Private Network/Private Network Traffic Management service(s) without prior written permission from Verizon Wireless.

16. Subject to the Customer's Government Agreement: The terms of this Addendum supplement the Customer's Government Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Customer's Government Agreement, the terms of this Addendum shall control with respect to Private Network.

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Revision History		
Version	Date	Description
1.0	2/12/21	Pricing Offer
2.0	5/14/21	Best and Final Offer

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Employee Discount Supplement

It is Verizon's intent to continue offering its Employee Program consistent with the terms and conditions provided under the current DMS 1011-008C contract, Exhibit 7.

Individual-Liable Service Pricing Discount	
Category	**% Discount**
Equipment	0
Services	19
Accessories	25*
Activation Fees	Waived
*Individual-Liable Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.	

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State of Florida Contract Pricing

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State of Florida DMS 10/11-008C Price Plans

CODES	DESCRIPTION	ACCESS	GUIDELINES & OPTIONAL PLAN FEATURES
	Nationwide Per Minute		
86680	$.049 Per Minute **Nationwide** Voice Plan-includes 600 M2M and 600 N&W	**$0.00**	**N/A on feature codes 77294, 77295, and 79740, 79407, and 72409. Must use 79789, 79790, 79791, 79780, or 79781. Please see smartphone feature codes below**
80245	200 Text/Pix/Flix Messages-**Optional on price plan 86680 only**	**$0.00**	
94976 (All current PTT	Unlimited Push to Talk w/ Unlimited Mobile 2 Mobile .049 per min rate	**$10.00**	**PTT Plus-** (auto attaches-81814)
	Smartphone Standalone Nationwide Per Minute		
93445	Unlimited Nationwide Blackberry/ Smartphone Data / Unlimited Domestic Text.Pix, Flix Messaging, Unlimited Mobile 2 Mobile & Nights/Weekends ($.052 Per Minute Nationwide Voice Plan)/Mobile Hotspot-5GB)	**$35.99**	**Mobile Hotspot (5 GB auto attached)-** 76404 and 79048 **Block Mobile Hotspot-**78485 **Optional-PTT Plus-**$5 (80598 for all smartphones, 80590 for Kyocera Brigadier) **TXT Block -** 73572
	Smartphone All Inclusive Nationwide Price Plan		
86769	Unlimited Nationwide Calling w/ Unlimited Domestic Text/Pix/Flix Messaging; Email and Data, 5GB of data hotspot/Tethering	**$51.00**	**4G Smartphone -$0 Hotspot-** 76065 (auto attached built into the price plan) **Optional-PTT Plus-**$5 (80598 for all smartphones, 80590 for Kyocera Brigadier)
	Nationwide		
86195	Nationwide 250 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	**$25.75**	**PTT Plus-** (auto attaches-81814)
86196	Nationwide 600 Anytime Min ($.052 per min overage rate) w/ Unlimited Mobile 2 Mobile, Push 2 Talk, Nights/Weekends	**$36.05**	**PTT Plus-** (auto attaches-81814)
86197	Unlimited Nationwide Calling w/ Unlimited Push 2 Talk	**$51.50**	**PTT Plus-** (auto attaches-81814)
22901	4G Custom Nationwide Unlimited Mins+Msg Unlimited Data +Email MHS	**$50.00**	**TravelPass compatible.**
	Features		
	Smartphone Data Features		
77294	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text/Pix/Flix Messaging	**$15.45**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79789	500 MB Data allowance ($.00849 per MB overage rate)	**$15.45**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
77295	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$20.60**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79790	1000 MB Data allowance ($.00849 per MB overage rate)	**$20.60**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79740	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$23.69**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79791	2000 MB Data allowance ($.00849 per MB overage rate)	**$23.69**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
79407	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	**$32.96**	Cannot be used with 86680 $.049 plan. Required to be used with a minimum $9.99 access
79781	Unlimited MBB Data Plan	**$32.96**	Avl on all plans. Does not include Txt, Pix, or Flix. Use block code 54307 to block SMS
	Messaging Features		
77847/77848	$0.02 Per SMS messaging rate/$0.05 Per MMS messaging rate	**$0.00**	
77328	300 SMS/MMS Messages (.05 Per Message overage rate)	**$2.00**	
77341	500 SMS/MMS Messages (.05 Per Message overage rate)	**$3.00**	
77329	Unlimited SMS/MMS Messages	**$7.00**	
	Aircard/Tablet Data Packages		
86226	500 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text	**$20.60**	
86227	1,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$25.75**	
86228	2,000 MB Data allowance ($.00849 per MB overage rate) Unlimited Domestic Text Messaging	**$30.90**	
86229	Unlimited MBB Data Plan w/ Unlimited Domestic Text Messaging	**$36.05**	$0 Text Messaging code 47309 is avl to add if needed
90237	5GB Public Sector Mobile Broadband Share Plan	**$34.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90240	10GB Public Sector Mobile Broadband Share Plan	**$59.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.

90241	20GB Public Sector Mobile Broadband Share Plan	**$99.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
Machine to Machine			
86693	$.099 Per MB data rate for Machine to Machine or Customer provided equipment	**$0.00**	**Do not offer for note books, tablets, ipads, etc. Must be CPE certified device or Jetpack/MiFi at MTM pricing in Equip Guide
87640	1MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$5.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87641	5MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$7.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87642	25MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$10.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87643	50MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$15.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87644	150MB Machine to Machine Share ($1.00 per MB overage rate) Tier 1	**$18.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87645	250MB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**$20.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87646	1GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**$25.00**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87647	5GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**38.50 (25%)**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
87648	10GB Machine to Machine Share ($.015 per MB overage rate) Tier 2	**61.60 (25%)**	If using a tablet for this plan, finance approval must be obtained and special price plan codes must be conditioned for profile (non standard device has to have non standard plan)
90231	5GB Public Sector M2M Share Plans	**$34.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90234	10GB Public Sector M2M Share Plans	**$59.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
90235	20GB Public Sector M2M Share Plans	**$99.99**	$8.00 per GB overage charge and $.002 per kilobyte National Access Roaming. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account, beginning with the line with the lowest overage need.
86847 (3G)	25MB Machine to Machine 3G Backup Router Plan 25MB $10/GB $10	**$10.00**	Overage rate is $10 per GB
86848 (4G)	25MB Machine to Machine 4G Backup Router Plan 25MB $10/GB $10	**$10.00**	Overage rate is $10 per GB

***If you are on the $35.99 (93445) plan or (86769) $51.00 plan with unl Text, Pix, Flix, you can block text with code 73572. If you remove block later, add code 73502 to re-add unlimited

Disclaimer: Information contained in this document is provided for review purposes only and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this document. In the event of any ambiguities or inconsistencies between the information in this spreadsheet and the pricing contained in the Verizon Price Sheet for State of Florida DMS-10/11-008C, the latter shall prevail.

verizon

SOFL Equipment Matrix-Smartphones

Samsung Galaxy

													
Model	**A42 5G**	**A51**	**XCover Pro**	**A71 5G UW**	**S10e**	**Note20 5G**	**Note20 Ultra 5G**	**Samsung Galaxy S20 FE 5G UW**	**Samsung Galaxy Z Fold2 5G UW**	**Galaxy S21 5G**	**Galaxy S21+ 5G**	**Galaxy S21 Ultra 5G**	
SKU	**(128GB)** SMA426U2KV	SMA515UZKVZ / **5G UW** (SMA516V2BVZ)	SMG715UZKVZ	SMA716VTKVZ	**128GB** (SMG970UZKAM)	SMN981UZAV	**128GB** (SMN986UZKV) / **512GB** (SMN986UZKFV)	SMG781VZBV	SMF916UZKV	**128GB** (SMG991UZAV) / **256GB** (SMG991UZAEV)	**128GB** (SMG996UZKV) / **256GB** (SMG996UZKEV)	**128GB** (SMG998UZKV) / **256GB** (SMG998UZKEV) / **512GB** (SMG998UZKFV)	
Retail Price	$399.99	$399.99 / $549.99	$499.99	$649.99	$529.99	$999.99	$1,299.99 / $1,449.99	$699.99	$1,999.99	$799.99 / $849.99	$999.99 / $1,049.99	$1199.99 / $1,249.99 / $1,379.99	
Contract Price	$159.99	$149.99 / $249.99	$199.99	$299.99	$69.99	$499.99	$799.99 / $949.99	$329.99	$1,499.99	$319.99 / $369.99	$499.99 / $549.99	$699.99 / $749.99 / $879.99	
Operating System	Android 11	Android 10	Android 10	Android 10	Android 9.0 Pie	Android 10	Android 10	Android 10	Android 10	Android 11	Android 11	Android 11	
Camera	48MP/13MP Front	48MP/32MP front	25MP/13MP font	64MP/ No Front	12 MP/10 MP Frong	64MP/10MP front f2.2	108MP/10MP front f2.2	12MP / 32MP front	12MP / 10MP front	64MP / 10MP front	64MP / 10MP front	64MP / 10MP front	
Removable Memory	1TB capable	512GB capable	512GB capable		512 GB capable	N/A	1 TB capable	1TB capable	None-Int Only	None-Int Only	None-Int Only	None-Int Only	
Hearing Aid Compatible	M3/T3	M4/T4	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M3/T3	
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	
Field Force Manager	N/A	N/A	N/A	N/A	N/A	N/A	N	N/A	N/A	N/A	N/A	N/A	
Other Features	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x 4 / 1.8 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.3 GHz x 4 / 1.7 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.3 GHz x 4 / 1.7 GHz x 4 Octa core, Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor Quad Core Quad Core 2.4GHz / 2.2GHz / 1.8GHz Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	5.8 inch screen FIPS 140-2 compliant government grade encryption for Email, Calendar, and Contacts. All three models have dual rear cameras	Processor: Octa-Core (Dual Quad Core Processors)/Octa Core 3.1GHz / 2.4GHz / 1.8Ghz //Onboard Memory (Actual available/formatted amount may be less)+128 Gigabyte Onboard RAM Memory+8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 3.1GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Octa core 3.09GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octa Core 2.8GHz / 2.4GHz / 1.8GHz // Onboard Memory (Actual available/formatted amount may be less) 128 / 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	

Apple, Blackberry, Google & Sonim

														
Model	**iPhone SE (2020)**	**iPhone XR (2020)**	**iPhone 11 (2020)**	**iPhone 11 PRO**	**iPhone 11 PRO MAX**	**iPhone 12 Mini 5G**	**iPhone 12 5G**	**iPhone 12 Pro 5G**	**iPhone 12 Pro Max 5G**	**Blackberry KEY2 LE**	**Google Pixel 4a 5G UW**	**Google Pixel 4a**	**Google Pixel 4**	**Google Pixel 5 5G UW**	**Sonim XP8 64GB**
SKU	**64GB** (MHG43LL/A) / **128GB** (MHG73LL/A) / **256GB** (MHGA3LL/A)	**64GB** (MH6S3LL/A) / **128GB** (MH6S3LL/A) / **256GB** (MT3D2LL/A)	**64GB** (MHC43LL/A) / **128GB** (MHC43LL/A) / **256GB** (MHCH3LL/A)	**64GB** (MWAM2LL/A) / **256GB** (MWAT2LL/A) / **512 GB** (MWAX2LL/A)	**64GB** (MWGF2LL/A) / **256GB** (MWGK2LL/A) / **512GB** (MWGP2LL/A)	**64GB** (MG6G3LL/A) / **128GB** (MG6M3LL/A) / **256GB** (MG6U3LL/A)	**64GB** (MGF43LL/A) / **128GB** (MGF93LL/A) / **256GB** (MGFF3LL/A)	**128GB** (MGK43LL/A) / **256GB** (MGX93LL/A) / **512GB** (MGKF3LL/A)	**128GB** (MG9A3LL/A) / **256GB** (MG9F3LL/A) / **512GB** (MG9K3LL/A)	BBKEY2LE-VZW	GA01945-US	GA01738-US	**64GB** (GA01242-US) / **128GB** (GA00678-US)	GA01955-US	999000343
Retail Price	$399.99 / $449.99 / $549.99	$499.99 / $549.99 / $749.99	$599.99 / $649.99 / $749.99	$999.99 / $1149.99 / $1,349.99	$1,099.00 / $1249.99 / $1,449.99	$699.99 / $749.99 / $1,449.99	$799.99 / $849.99 / $949.99	$999.99 / $1,099.99 / $1,299.99	$1,099.99 / $1,199.99 / $1,399.99	$449.99	$599.99	$379.99	$799.99 - $899.99	$699.99	$648.00
Contract Price	$0.99 / $49.99 / $99.99	$49.99 / $99.99 / $299.99	$149.99 / $199.99 / $299.99	$549.99 / $699.99 / $899.99	$649.99 / $799.99 / $999.99	$249.99 / $299.99 / $399.99	$349.99 / $399.99 / $499.99	$549.99 / $649.99 / $849.99	$649.99 / $749.99 / $949.99	$99.99	$279.99	$79.99	$349.99 / $449.99	$349.99	$249.99
Operating System	iOS 13	iOS 13	iOS 12	iOS 12	iOS 12	iOS 14	iOS 14	iOS 14	iOS 14	Android 8.1 Oreo	Android 11	Android 10	Android 10	Android 10	Android 8.1 Oreo
Camera	12MP / 7MP front	12MP/ 12MP front	12MP / 7MP front	12MP / 7MP front	12MP / 7MP front	12MP / 12MP front	12MP / 12MP front	12MP / 12MP front	12MP / 12MP front	13 MP / 8.0 front	12.2MP / 8MP front	12.2MP / 8MP front	16 MP/ 8MP front	12.2MP/ 8MP front	12 MP/ 8 MP Front
Removable Memory	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	None-Int Only	256GB capable	Internal only	Internal only	Internal only	Internal only	64GB
Hearing Aid Compatible	M4/T3	M4/T3	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M3/T4	M4/T3	M4/T4	M4/T4	M4/T4	M4/T3	M4/T3
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**
Field Force Manager	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other Features	Processor Dual Core, Apple A13 Bionic 64 bit / M11 Motion Core Processor 4.7" Liquid Retina HD Display. Offering Haptic Touch, Display Zoom, and True Tone display/Wireless Charging / *No charging block or earbuds*	Apple A13 Bionic 64 bit Quad Core. The dual camera system captures highest quality video in a smartphone. *No charging block or earbuds*	Apple A13 Bionic 64 bit Quad Core. A transformative triple camera system that adds tons of capability without complexity.	All-new Liquid Retina display - the most advanced LCD in the industry. **6.1 inch screen size.**	All-new Liquid Retina display - the most advanced LCD in the industry. **6.1 inch screen size.**	Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Processor Hexa-Core A14 Bionic chip with 64bit architecture Neural Engine // Onboard RAM Memory 4 Gigabyte RAM	Octa-Core (Dual Quad Core Processors) 1.8GHz (KyroGold) + 1.6GHz (KyroSilver) Type C charging port Gorilla Glass 3	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 GHz x4 Octa core /Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 GHz x4 Octa core /Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor Octa-Core 2.84 Ghz x 1 / 2.42 Ghz x 3 / 1.8 Ghz x 4 // Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors), 2.2 GHz Octa core, Push-to-Talk Plus (PTT+)

LG, Motorola & Kyocera

										
Model	**LG K51**	**LG V60 ThinQ 5G**	**LG Wing (5G)**	**moto g power**	**moto g stylus**	**Motorola one 5G UW**	**Motorola edge+ 5G**	**Motorola razr**	**DuraForce Ultra 5G**	**DuraForce Pro 2**
SKU	LM-K500UMT	LM-V600VML	LM-F100VMY	MOTXT20417	MOTXT20435	MOTXT20751	MOTXT20811	MOTXT20001	KYOE711G	KYOE691G
Retail Price	$168.00	$949.99	$999.99	$249.99	$299.99	$549.99	$999.99	$999.99	$899.99	$444.00
SOFL Contract Price	$59.99	$449.99	$549.99	$59.99	$79.99	$229.99	$499.99	$549.99	$399.99	$179.99
Operating System	Android 10	Android 10	Android 10	Android 10	Android 10	Android 10	Android 10	9.0 - Android Pie & Android 10	Android 10	Android 10
Camera	13 MP front only	64MP /10MP front	64MP /32MP front	13 MP/ 5.0 front	48 MP/ 16 front	48 MP / 16 front	108 MP / 25 front	16MP / 5MP front	24 MP / 8M front	13 MP / 5M front
Removable Memory	2TB capable	2TB capable	2TB capable	512GB capable	512GB capbable	1TB capable	Internal only	N/A	1TB capable	512 capable
Hearing Aid Compatible	M3/T3	M4/T3	M4/T3	M3/T3	M3/T3	M3/T3	M3/T3	N/A	M3/T4	M3/T4
Mode	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global 5G ULTRAWIDE BAND**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global & 5G**	All Digital (Quad Band) **Global**	All Digital (Quad Band) **Global**
Field Force Manager	x	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	X
Other Features	Processor: Octa-Core (Dual Quad Core Processors) Quad 2.0 GHz / Quad 1.5 GHz / Onboard Memory (Actual available/formatted amount may be less) 32 Gigabyte USB Mass Storage Onboard RAM Memory 3 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo core 1.8 Ghz (3 x 2.4 GHz / 1 x 2.8 GHz / 4 x 1.8 GHz) // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core // Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 8 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 1.8 GHz Octa core, Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte Onboard RAM Memory	Processor: Octa-Core (Dual Quad Core Processors) 2.0 GHz Octa core, Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM	Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 4 Gigabyte RAM //	Onboard Memory (Actual available/formatted amount may be less) 256 Gigabyte Onboard RAM Memory 12 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz Octa core// Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) 2.4 GHz x 1 / 2.2 GHz x 1 /1.8 Ghz x 6 Octa Core MIL-Standard 810H	Processor: Octa-Core (Dual Quad Core Processors) 2.2 GHz x4 / 1.8 Ghz x4 Octa core MIL-Standard 810H Shock/Dust/Water Resistant

verizon

*Click Verizon logo from any page to return to table of contents

SOFL Equipment Matrix- Tablets & Internet Devices

Tablets & Books

											
Make & Model	**Samsung Galaxy Tab A 8.4 32GB**	**Samsung Galaxy Tab S5e 64GB**	**Samsung Galaxy Tab S7 5G UW**	**Samsung Galaxy Tab S7+ 5G UW**	**Apple iPad Mini 7.9**	**Apple iPad 10.2 (8th Gen)**	**iPad Air 10.9 (4th Gen)**	**iPad Pro 11 Inch (2nd Gen)**	**Apple iPad Pro 12.9 (4th Gen)**	**iPad Pro 11 Inch (3rd Gen 2021) 5G**	**iPad Pro 12.9 Inch(5th Gen 2021) 5G**
SKU	SMT307UZNA	SMT727VZSA	SMT878UZKA	SMT978UZKA	**64GB:** MUY12LL/A / **256GB:** MUY82LL/A	**32GB:** MYMP2LL/A / **128 GB:** MYMT2LL/A	**64GB:** MYH82LL/A / **256GB:** MV1T2LL/A	**128GB:** MY2X2LL/A **256GB:** MXED2LL/A **512GB:** MXEF2LL/A **1TB:** MXEH2LL/A	**128GB:** MY3F2LL/A **256GB:** MXFF2LL/A **512GB:** MXFH2LL/A **1TB:** MXFK2LL/A	**128GB:** MHMT3LL/A **256GB:** MHMV3LL/A **512GB:** MHMX3LL/A **1TB:** MHN03LL/A **2TB:** MHN23LL/A	**128GB:** MHNR3LL/A **256GB:** MHNW3LL/A **512GB:** MHNY3LL/A **1TB:** MHP13LL/A **2TB:** MHP43LL/A
Retail Price	$279.99	$479.99	$849.99	$1,049.99	$529.99 / $679.99	$459.99 / $559.99	$729.99 / $879.99	$949.99 / $1,049.99 / $1,249.99 / $1,449.99	$1,149.99 / $1,249.99 / $1,449.99 / $1,699.99	$999.99/ $1,099.99/ $1,299.99/ $1,699.99/ $2,099.99	$1299.99/ $1,399.99/ $1,599.99/ $1,999.99/ $2,399.99
Contract Price (2yr)	$279.99	$479.99	$849.99	$1,049.99	$529.99 / $679.99	$459.99 / $559.99	$729.99 / $879.99	$949.99 / $1,049.99 / $1,249.99 / $1,449.99	$1,149.99 / $1,249.99 / $1,449.99 / $1,699.99	$899.99/ $999.99/ $1,199.99/ $1,599.99/ $1,999.99	$1199.99/ $1,299.99/ $1,499.99/ $1,899.99/ $2,299.99
Operating System	Android 9.0 Pie	Android 8.1 Oreo	Android 10	Android 10	iPadOS 13 / 14	iPadOS 14	iPadOS 14	iOS 13	iOS 13	iPadOS 14	iPadOS 14
Camera	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (13 MP) and front facing (8.0MP)	Rear (8 MP) and front facing (7.0MP)	Rear (8.0MP) and front facing (1.2MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (7.0MP)	Rear (12 MP) and front facing (12MP Ultra Wide)	Rear (12 MP) and front facing (12MP Ultra Wide)
Removable Memory	Up to 400 GB	Up to 400 GB	Up to 512GB	Up to 512GB	Internal only	Internal only	Internal only	Internal only	Internal only	Internal only	Internal only
Other Features	Processor: Octa-Core (Dual Quad Core Processors) 1.8 GHz x 2 / 1.6 GHz x 6 Octa core // Onboard Memory (Actual available/formatted amount may be less) 32 Gigabyte Onboard RAM Memory 3 Gigabyte RAM	Processor Hexa-Core 2.0 Ghz x 2 / 1.7 Ghz x 6 Hexa-Core CPU // Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte USB Mass Storage Onboard RAM Memory 4 Gigabyte RAM	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 3.09Ghz x1 / 2.4Ghz x3 / 1.8Ghz x4 // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory 6 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Octo Core 3.09Ghz x1 / 2.4Ghz x3 / 1.8Ghz x4 // Onboard Memory (Actual available/formatted amount may be less) 128 Gigabyte USB Mass Storage Onboard RAM Memory 6 Gigabyte	Processor Dual Core Apple A12 Bionic 64 bit neural engine with Embedded M12 coprocessor	Processor Dual Core Apple A12 Bionic 64 bit neural engine with Embedded M12 coprocessor	Onboard Memory (Actual available/formatted amount may be less) 64 Gigabyte	Processor: Octa-Core (Dual Quad Core Processors) Apple A12Z Bionic chip with 64-bit architecture Embedded M12 coprocessor	Dual core processor: Apple A12X Bionic 64 bit neural engine with Embedded M12 coprocessor	Processor: Octa-Core (Dual Quad Core Processors) Apple M1 8 Core CPU 4 performance cores/ 4 efficincy cores	Processor: Octa-Core (Dual Quad Core Processors) Apple M1 8 Core CPU 4 performance cores/ 4 efficincy cores

Internet Devices

							
Make & Model	**5G MiFi M1000**	**MiFi 8800L**	**Ellipsis Jetpack 900LS**	**USB730L**	**Orbic Speed**	**Inseego MiFi M2100 5G UW**	**Skyus 160**
SKU	INSGM1000	MIFI8800L	MHS900LS	USB730L	ORB400LBVZRT	INSGM2100	SK160-VZ
Retail Price	$649.99	$199.99	$79.99	$249.99	$99.99	$399.99	$249.99
Contract Price	$499.99	$99.99	$29.99	$79.99	$99.99	$249.99	$99.99
4G LTE	5G	X	X	X	X	5G	X
Rev A	No	X	No	No	No	No	No
Form Factor	Hotspot	Hotspot	Hotspot	Aircard	Hotspot	Hotspot	Router
Mac Compatible	X	X	X	X	X	X	
External Antenna		No	No	No	No	No	N/A
Vista Compatible	No	No	X	No	No	No	N/A
Mode	All Digital (Ultra Wide Band XLTE Band 13)	All Digital (Quad Band) **Global**	4G LTE	All Digital (Quad Band) **Global**	4G LTE / XLTE Band 13 / 4 (700/1700 MHz)	All Digital (Ultra Wide Band XLTE Band 13)	4G LTE
Other Features	**5G Mobile Hotspot up to 15 devices** VPN Client Capable USB 3.0 Support **•Ultra Wide Band (UWB): n261 (27.5-28.35 GHz); n260 (37-40 GHz)**	**4G Mobile Hotspot up to 15 devices** VPN Client Capable **Battery life up to 24 hours**	**4G Mobile Hotspot up to 8 devices** VPN Capable 1.4 GHz Dual Core Processor **Battery life up to 24 hours**	**One Step Access** Easy to adjust **Type A USB Port compatibility**	Processor Quad Core 1.3 GHz Quad-Core Processor // Onboard Memory (Actual available/formatted amount may be less) 512 Megabyte Onboard RAM Memory 256 Megabyte RAM	**5G Mobile Hotspot up to 15 devices** VPN Client Capable USB 3.0 Support **•Ultra Wide Band (UWB): n261 (27.5-28.35 GHz); n260 (37-40 GHz)**	Processor: Qualcomm MDM9230 // Onboard Memory (Actual available/formatted amount may be less) 8 Gigabyte Onboard RAM Memory 1 Gigabyte RAM

verizon

*Click Verizon logo from any page to return to table of contents

SOFL Equipment Matrix - Basic & One Talk Phones

One Talk Desk phones

										
Yealink Deskphone	**T41S IP**	**T41SW IP**	**T42S IP**	**T46S IP**	**T46SW IP**	**T49G IP**	**VZP59 IP**	**W60 DECT**	**CP920 IP Conference Phone**	**CP960 IP Conference Phone**
SKU	T41S	T41SW	T42S	T46S	T46SW	T49G	VZP59	W60	CP920	CP960
Retail Price	$85.00	$115.00	$115.00	$145.00	$170.00	$349.00	$399.00	$169.00	$395.00	$499.00
Number of contacts	1000	1000	1000	1000	Memory Dependent	1000	1000	1000	1000	1000
Accessibility	PoE support 6 Way conferencing support	PoE support 6 Way conferencing support	PoE support 6 Way conferencing support	Multi-Language 6 Way conferencing support	Multi-Language 6 Way conferencing support	6 Way conferencing support	6 Way conferencing support	Indoor Range 150 Feet / Outdoor range 900 Feet Tactile-discernible number, feature, and navigation keys	Multi-Language Supports conection to a mobile phone or PC for conference calls 6 Way conferencing support	Multi-Language Supports conection to a mobile phone or PC for conference calls 6 Way conferencing support
Form Factor	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port 1 x USB 2.0 port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 2 x RJ45 10/100M Ethernet Ports 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), Class 2 1XRJ12 (6P6C) EHS port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port Desk Phone	Integrated stand with 2 adjustable angles Wall Mountable Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port Desk Phone 10 line keys can be programmed up to27 paperless DSS keys (3-page view)	HDMI Port Integrated stand with 2 adjustable angles HDMI output for connection to Monitor/Storage Applications Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port 1 x USB 2.0 port Desk Phone	HDMI Port Integrated stand with 2 adjustable angles HDMI output for connection to Monitor/Storage Applications Message Waiting Indicator (MWI) 1xRJ9 (4P4C) handset port 1xRJ9 (4P4C) headset port 1 x USB 2.0 port Desk Phone	Headphone Port 3.5mm Wall Mountable Message Waiting Indicator (MWI) Power over Ethernet (IEEE 802.3af), Class 2 Desk Phone	1 x RJ45 10/100M Ethernet port Power over Ethernet (IEEE 802.3af), class 0 1 x USB 2.0 port 1x Mobile phone/PC port: 3.5mm Desk Phone 20 feet and 360 degree voice pickup	Headphone Port 3.5mm 1 x RJ45 10/100M Ethernet port Power over Ethernet (IEEE 802.3af), class 0 1x Mobile phone/PC port: 3.5mm Desk Phone 20 feet and 360 degree voice pickup Built-in three-microphone array Available expansion microphones (wired or wireless sold seperatly)
Technology	Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IP assignment: static/DHCP USB 2.0 Supported	Yealink Optima HD voice Dual Port Gigabit Ethernet PoE(802.3af) class support Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls IPv6 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE	Wi-Fi 802.11 b/g/n 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice Dual Port Gigabit Ethernet PoE(802.3af) class support Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 2.0 Supported	Wi-Fi 802.11 a/b/g/n 802.11 n - 2.4 and 5GHz only Yealink Optima HD voice Up to 16 SIP accounts Dual Port Gigabit Ethernet Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 3.0 Supported	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 a/b/g/n/ac Yealink Optima HD voice Up to 16 SIP accounts Dual Port Gigabit Ethernet Supports Bridging that allows T41P, T46G, T46GW and T49G to monitor incoming calls SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 OpenVPN, IEEE802.1X IP assignment: Static / DHCP / PPPoE USB 3.0 Supported USB 2.0 Supported Noise Proof Technology	Auto Answer Function Yealink Optima HD voice SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 SRTP security encryption Noise Reduction System SIP SIP v1 (RFC2543) SIP v2 (RFC3261) UDP/TCP/TLS Out-of-band DTMF(RFC 2833) In-band DTMF SIP INFO DTMF Rport (RFC3581) Digest/basic authentication Peer-to-peer SIP link mode Loose routing and strict routing support PRACK (RFC3262) Error-information support Reliability of provisional responses (RFC3262) Offer/answer (RFC3264) Message Waiting Indication (RFC3842) Subscription for MWI events (RFC3265) Dialog-state monitoring(RFC 4235) Event list subscription support (RFC4662) REFER (RFC3515)	SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 IP assignment: static/DHCP OpenVPN, IEEE802.1X Background Noise Suppression Call Recording via local USB	Wi-Fi 802.11 n - 2.4 and 5GHz only 802.11 b/g/n/ac SIP v1 (RFC2543), v2 (RFC3261) Transport Layer Security (TLS) IPv6 IPv4 IP assignment: static/DHCP OpenVPN, IEEE802.1X Background Noise Suppression Call Recording via local USB USB 2.0 Supported Noise Proof Technology Five-way conference call capability

Standard Voice & PTT devices

						
Make & Model	**Alcatel Go Flip V**	**Orbic Journey V**	**Kazuna eTalk**	**Sonim XP5s**	**Sonim XP3**	**DuraXV Extreme**
SKU	ALCATEL-4051S	ORB2200LBVZ	KAZF119VWQ	999000144	999000389	KYOE4810
Retail Price	$99.99	$99.99	$79.99	$288 - $648	$199.99	$240.00
Contract Price	$49.99	$49.99	$29.99	$149.99	$0.99	$99.99
Camera	2.0 MP	2.0 MP	2.0 MP	5.0 MP	5.0 MP	5.0 MP
Bluetooth	X	X	X	X	X	X
Removable Memory	Up to 32GB	2.0 MP	Up to 32GB	Up to 64GB	Up to 128GB	Up to 512GB
Hearing Aid Compatible	X (M3/T3)	X (M3/T3)	X (M4/T4)	X (M3/T4)	X (M3/T4)	X (M3/T4)
Mode	All Digital (Quad Band) **Global**		All Digital (Quad Band) **Global**	All Digital (Quad Band)	All Digital (Quad Band)	
Field Force Manager	X	X	X	X	X	X
Other Features	1.1 Ghz Quad Core Processor **HD Voice capable** 2.8 Inches LCD display and large keys **Not CDMA compatible**	**Processor Quad Core** 1.1 Ghz Quad CoreScreen **Resolution** TFT QVGA 320 x 240 / 142.8 PPI **Screen Size** 2.8 Inches	1.1 Ghz Quad Core Processor **HD Voice capable** 2.8 Inches display and large keys **Not CDMA compatible**	3-year warranty **Gorilla Glass 3 by Corning** 1.2 Ghz Quad Core Processor **PTT compatible** Meets Mil-Standard 810G standards for Dust, Shock, Water Resistance.	Processor Quad Core 1.1 Ghz Quad Core, HD Voice capable Push-to-Talk Plus (PTT+)	**Screen Resolution:** QVGA TFT (240 x 320 pixels) / **Screen Size:** 2.6 Inches/ 1. G102 Ghz Quad Core / Push-to-Talk Plus (PTT+)

For specific product functionality and features, device and calling plan/feature compatibility, and for the latest equipment pricing, see your Verizon Government Account Manager. The above Equipment prices are effective as of 04-01-19 and are subject to change. Customer may purchase at the then current State of Florida Government Equipment Matrix pricing or Government promotional pricing, whichever is less at the time of purchase. Verizon may make certain equipment available at no charge; however, Verizon does not guarantee that we will always be able to offer equipment at no charge through the term of the resulting agreement. Government Subscriber Equipment Pricing listed in this matrix is not available for activations or upgrades on Verizon Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Verizon's Government Equipment matrix is updated at a minimum quarterly, based upon equipment availability, changes in technology and market conditions. Equipment is promotional and subject to availability, Verizon reserves the right to add or discontinue models. Pricing above is at the 2 yr price point. Existing customers can upgrade at this price 20 months into their current contract.

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STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

ITN NO: DMS-19/20-006 MOBILE COMMUNICATION SERVICES (MCS-2)

REQUEST FOR BEST AND FINAL OFFER

DUE: May 14, 2021 BY 11:59 PM ET

INTRODUCTION

Pursuant to the Mobile Communication Services ITN Sections 4.4.3., Revised Replies and Best and Final Offers, and 4.4.4, Other Department Rights During Negotiations, the Department requests a Best and Final Offer. Please submit the Best and Final Offer by 11:59 PM ET on May 14, 2021, to the Procurement Officer, Caitlen Boles, at Caitlen.Boles@dms.fl.gov

Respondents must email the Best and Final Offer with files attached as a .pdf or in their native format (.docx or .xlsx where applicable) to the Procurement Officer. If the Best and Final Offer exceeds the file limit to submit via email, the Respondent must submit its Best and Final Offer on a thumb drive to the Procurement Officer by the above-stated deadline.

Best and Final Offers are expressly understood to be for the provision of services and features with no minimum guaranteed purchase of services or features.

All revisions made by the Department to the attachments provided with this Request for Best and Final Offer are reflected in track changes; track changes reflect changes made to the original documents posted with the ITN, and as modified by Addendum No. 2. Any Respondent-proposed edits not reflected in the attachments were deemed not acceptable to the Department. Do not make any changes, revisions, exceptions, or deviations to the Department's language in the provided documents.

BEST AND FINAL OFFER SUBMISSION

The Best and Final Offer must include the following requested documents:

A. ATTACHMENT A – FINAL STATEMENT OF WORK

Please submit a response to each subsection in Attachment A – Final Statement of Work where a response is requested, including Section 4 Public Safety if the Respondent is proposing public safety services. Identify all modifications and/or revisions, if any, to the responses provided in the Statement of Work from Respondent's initial ITN Reply via track changes.

B. ATTACHMENT B – FINAL CONTRACT

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment B – Final Contract, as is; ***do not make any changes, revisions, exceptions, or deviations.***

C. ATTACHMENT C – FINAL SERVICE LEVEL AGREEMENTS

By submitting a Best and Final Offer, the Respondent confirms acceptance of Attachment C – Final Service Level Agreements, as is; ***do not make any changes, revisions, exceptions, or deviations***.

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D. FINAL VENDOR'S DEVICE LIST AND VENDOR'S SERVICES AND DISCOUNTS PRICING (EUPL)

Please submit Vendor's Device List and Vendor's Services and Discounts Pricing. If the Respondent is proposing public safety plans and devices, these shall be included within these documents.

The Respondent is required to submit a Vendor's Device List and Vendor's Services and Discounts Pricing that includes the Respondent's best pricing for the Department's consideration based on the revisions contained in the Request for Best and Final Offer and attachments. Given these revisions made by the Department, the Department is anticipating reductions in the Respondent's pricing.

The Vendor's Device List and Vendor's Services and Discounts Pricing must comply with ITN Section 3.10, Respondent's Pricing. Pricing in either document shall not include State of Florida and Federal Taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

E. WIRELESS SERVICE GUIDES

Please submit the plans and features government terms of service with the terms agreed upon in negotiations. If awarded a contract, the intent is for these terms to be incorporated into the EUPL.

SUPPLEMENTAL INFORMATION

The Best and Final Offer shall constitute the Respondent's final Reply to this ITN and should be reflective of all terms and conditions applicable to the Respondent's proposed services.

Should the Respondent's BAFO response contain website references, that are external to the documents, the information referenced on the website should be provided in the BAFO response. However, if the information has been previously supplied to the negotiation team in the information request in January and no changes have been made, it is not necessary to resubmit.

The Respondent is under no obligation to submit a Best and Final Offer; however, the Respondent will no longer be considered for an award if the Department does not receive a Best and Final Offer.

By the submission of its Best and Final Offer, the Respondent certifies that, if awarded a Contract, it will comply with all terms and conditions found in the aforementioned documents included with this Request for Best and Final Offer.

REDACTED COPY

If the Respondent considers any portion of the documents, data, or records submitted to the Department to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Respondent must provide the Department with a separate, electronic redacted copy of the Best and Final Offer in accordance with Section 3.8 of the ITN.

STATE OF FLORIDA EMPLOYEE DISCOUNTS

If the Respondent intends to offer any discounted pricing to State of Florida employees (including state agencies, OEUs, or their retirees), please provide the discount percentage in the Best and Final Offer.

Please note that the decision to offer discounted rates is wholly within the Respondent's discretion and will NOT be considered as part of the State's best value determination (see ITN Section 4.5, Final Selection and Notice of Intent to Award Contract).

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

INVITATION TO NEGOTIATE

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-9226312, or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES
Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Attachments:

Attachment A – Statement of Work
Attachment B – Draft Contract
Attachment C – Service Level Agreements
Attachment D – Business Case
Attachment E – Definitions and Acronyms

Forms:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 6 – BUSINESS EXPERIENCE

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida (State), Department of Management Services (Department or DMS) is seeking to establish, through this Invitation to Negotiate (ITN), a contract or contracts (Contract) for cellular voice and data services, secure access to MyFloridaNet (through cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories and features, collectively referred to herein as Mobile Communication Services (MCS). MCS is part of the DMS SUNCOM group of contracts providing voice and data services to SUNCOM Customers. The Department intends to award multiple Contracts but reserves the right to award to one Respondent or to make no award.

The resulting Contract(s), if any, will be used by State agencies and other authorized entities, collectively referred to as "Customers," in accordance with Chapter 282, Florida Statutes.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent" include the plural when applicable.

1.2 Background

Prior to issuance of this solicitation, the Department contracted with a private vendor to assist in the development of a business case for MCS, in accordance with section 287.0571, Florida Statutes. The business case examined options for the future path of MCS and recommended that the Department issue an ITN for the services. That Mobile Communication Services Business Case is attached to this procurement as Attachment D – Business Case for background informational purposes only and does not contain specifications for this solicitation.

The Department has estimated that the annual total enterprise expenditures on the Contract resulting from this solicitation will be approximately $85 million. This estimate is for informational purposes only. Under no circumstances should this estimate be construed as representing actual, guaranteed, or minimum spend under any new Contract.

1.3 Term

The term of the Contract will be five (5) years. Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part for up to five (5) additional years. Renewals are contingent upon satisfactory performance evaluations by the Department and are subject to the availability of funds (see section 287.057(13), Florida Statutes).

1.4 Questions Being Explored

a) What is the best model for delivery of cost-efficient and high-quality MCS, including nationwide coverage?
b) What service options meet a variety of Customer needs?
c) How we the Department maintain competitive pricing throughout the initial and renewal year of the Contract?
d) What is the best model for the Department to achieve the objectives state in Attachment A – Statement of Work (SOW), Subsection 1.3?

1.5 Goals of the ITN

The goals of this ITN are to establish:

a) The delivery of cost-efficient and high-quality MCS, including nationwide coverage;
b) Service options to meet a variety of Customers' needs;

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c) Competitive pricing throughout the initial and any renewal years of the Contract; and
d) The objectives stated in Attachment A - Statement of Work (SOW), Subsection 1.3.

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 or ADA.Coordinator@dms.fl.gov. Requests for accommodation for meetings must be made at least five (5) Business Days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this procurement. Direct all contact with the Department to the Procurement Officer in writing by email.

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.3Y
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: dms.purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER*****

If a Respondent is claiming that any portion of an email is trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or Federal Law, the Respondent is to place the word "Confidential" in the subject line. (See Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, of this ITN for more information on confidential information.)

Any contact with the Department by an affiliate, a person with a relevant business relationship with a Respondent, or an existing or prospective subcontractor to a Respondent is assumed to be on behalf of a Respondent unless shown otherwise.

1.8 Timeline of Events

The table below contains the anticipated Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check the VBS for any changes. The Respondent is responsible for ensuring the Department receives all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda).

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 9, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 23, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149	3:00 PM	November 23, 2020
Anticipated Evaluations Phase.		December 1, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477	10:00 AM	April 19, 2021

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477		
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), Florida Statutes. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the Timeline of Events.

The ITN process is divided into two (2) phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the assessment scale against all evaluation criteria to establish a competitive range of Replies reasonably susceptible of award. The Department then selects one (1) or more Respondents within the competitive range with which to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range, in accordance with this ITN. During this phase, the Department may request revised Replies and best and final offers (BAFOs) based on the negotiations.

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Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award Contract(s), identifying the responsive and responsible vendor(s) that provide the best value to the State based on the selection criteria set forth in Subsection 4.5, Final Selection and Notice of Intent to Award Contract, of the ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement.

2.2 Questions and Answers

Respondents will submit all questions during the Question and Answer period in writing to the Procurement Officer via email. The deadline for submission of questions is reflected in Subsection 1.8, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email and be submitted in the following format:

Question #	Respondent Name	Section	Page #	Question

Questions will not constitute a formal protest of the specifications of the solicitation. Department answers to written questions will be issued by addendum via the VBS.

2.3 Addenda to the Solicitation

The Department reserves the right to modify this solicitation by issuing addenda posted on the VBS. It is the responsibility of the Respondent to check the VBS for information and updates.

2.4 Receipt of Replies

2.4.1 Reply Deadline

The Respondent is responsible for ensuring the Department receives the Reply no later than the date and time provided in Subsection 1.8, Timeline of Events, of this ITN (or as revised by addenda). Address the Reply to the Procurement Officer at:

Caitlen Boles
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.1X
Tallahassee, FL 32399-0950
Phone: (850) 410-1423
Email: DMS.Purchasing@dms.myflorida.com

All methods of delivery or transmittal to the Procurement Officer are exclusively the responsibility of Respondents, and the risk of non-receipt or delayed receipt shall be borne exclusively by the Respondents.

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2.4.2 Clarifications to Replies

No changes, modifications, or additions to the Replies will be allowed after the Replies have been opened, except as negotiated during the negotiation phase. However, the Department reserves the right to seek clarifications from any Respondent at any time.

2.5 Respondent Firm Offer

The Department may enter into a Contract within three hundred and sixty-five (365) calendar days after the date the Notice of Intent to Award is posted, during which period Replies shall remain firm and shall not be withdrawn. If a Contract is not executed within three hundred and sixty-five (365) days, the Replies shall remain firm until either the Contract is executed or the Department receives from a Respondent written notice that the Reply is withdrawn.

SECTION 3. GENERAL INSTRUCTIONS

3.1 General Instructions to Respondents (PUR 1001 Form)

The PUR 1001 Form, General Instructions to Respondents, is incorporated by reference into this solicitation but is superseded to the extent set forth herein. The form can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

Sections 3, 5, 9, and 14 of the PUR 1001 Form are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Offers
Replies shall be submitted in accordance with Subsection 3.5, How to Submit a Reply.

Section 5. Questions
Submit questions in accordance with Subsection 2.2, Questions and Answers.

Section 9. Respondent's Representation and Authorization.
In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- The Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery,

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collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or a position involving the administration of funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one (1) or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.
- The commodities or contractual services offered by the Respondent will conform to the specifications without exception.
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Reply.
- The Respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees, against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's Reply.
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.
- If at any point during the course of the procurement, circumstances change so that any of the above acknowledgements are no longer true, the Respondent will notify the Procurement Officer as soon as practicable.

Section 14 – Firm Response
The offer will be held firm in accordance with Subsection 2.5, Respondent Firm Offer.

3.2 MFMP Registration

The awarded Respondent(s), if any, must have completed this process prior to Contract execution. For additional information, please visit: https://Respondent.myfloridamarketplace.com/.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Subsection 3.7, MyFloridaMarketPlace Transaction Fee, of Attachment B - Draft

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Contract, unless an exemption has been requested and approved pursuant to Rule 60A-1.031, Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

A State of Florida contractor ***must*** have registered and completed an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Respondents provide on the Form W-9.

For instructions on how to complete the Florida Substitute Form W-9, please visit: http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 Website References

Respondents should not incorporate or reference dynamic links that are external to the Reply documents. Provide screen shots in lieu of references to websites. References to dynamic links (Universal Resource Locators) will not be considered as part of the Respondent's Reply.

3.5 How to Submit a Reply

Respondents are responsible for submitting their Replies by the date and time specified in the Timeline of Events of this solicitation. Respondents are to submit the Reply in a sealed package containing the following:

3.5.1 One (1) hard copy of a cover letter as specified in Section 3.7, Contents of Reply.

3.5.2 One (1) electronic Reply in Adobe (.pdf) on a USB flash drive (CD/DVD format is also acceptable). Files are to be organized in accordance with Section 3.7, Contents of Reply. The Vendor's Device List; Vendor's Services and Discounts Pricing; and Vendor's Services and Discounts Pricing, Public Safety (if submitting), should be submitted in either Adobe (.pdf) or Microsoft Excel.

3.5.3 If applicable, one (1) electronic redacted copy of the entire Reply on a USB flash drive (CD/DVD format is also acceptable), as described in Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, of this ITN. Large files should be scanned as separate files.

All electronic documents are to be searchable to the fullest extent practicable.

Clearly mark on the outside of the sealed package the solicitation number, company name, and Procurement Officer name.

Submit Replies to the Procurement Officer at the address listed in Subsection 1.7, Procurement Officer.

Prepare Replies simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Reply should be on completeness and clarity of content.

Replies that are not timely submitted with all required information may be deemed nonresponsive. The risk of submitting a blank or unreadable USB flash drive or CD/DVD rests with the Respondent.

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3.6 Mandatory Responsiveness Requirements

The Department will not evaluate Replies that do not meet the minimum mandatory requirements listed below. Responses to the SOW will be scored at the evaluation phase. Responses to the SOW and evaluator scores will not be used to determine the responsiveness of the Replies.

The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State.

3.6.1 The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

The certifications required in Subsections 3.6.2 through 3.6.4 must be accomplished through the execution of Form 5, Mandatory Responsiveness Requirements, below. A Reply will be deemed nonresponsive if it fails to contain a signed Form 5.

3.6.2 The Respondent must certify that it is in compliance with Subsection 3.1, General Instructions to Respondents (PUR 1001 Form), of this ITN.

3.6.3 The Respondent must certify that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.

3.6.4 The Respondent must certify that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.

3.6.5 The Respondent must certify that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org

3.7 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply in one (1) sealed package to the Procurement Officer, organized as follows:

1. **A cover letter on the Respondent's letterhead with the following information:**

   a. Company name and physical address;
   b. Primary location from where the work will be performed;

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c. Contact information for primary point of contact, including phone number and email address; and
d. Federal Employer Identification (FEID) Number.

2. Completed forms:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION STATEMENT
FORM 4 – STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT
FORM 6 – BUSINESS EXPERIENCE

3. Mandatory Responsiveness Requirements:

A signed FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS.

4. Respondent's Reply to the Statement of Work (Technical Reply)
Respondent will provide a response to each subsection in the SOW, where it is requested, by either inserting a narrative in the response blocks below the text of the numbered subsection (preferred method) or by attaching a narrative with a reference to the corresponding SOW subsection.

Note: It is the Respondent's responsibility to ensure responses are properly aligned with the corresponding SOW sections. The Department will not be responsible for evaluating portions of responses that are improperly aligned with the SOW subsections. See also Subsection 1.1, Instructions for Response Blocks, of the SOW regarding SOW Reply instructions.

Provide responses to the SOW in a font color for narrative that is different than the SOW font color.

5. Respondent's Experience Reply
Respondent will provide an Experience Reply that provides all the information required by this section.

The Respondent will supply a brief narrative of Respondent's prior relevant experience and ability to provide the proposed Wireless Voice Services (WVS) and Wireless Data Services (WDS) described in Attachment A – Statement of Work, including, at a minimum, a description of:

a. Respondent's market penetration for WVS and WDS services.
b. Respondent's experience providing services of similar scope to other public sector clients comparable to the State of Florida.
c. Respondent's experience supporting devices and software systems of different manufacturers. List similar or like systems the Respondent has supported in the last three (3) years.
d. Respondent's experience providing Highly-available, Highly-reliable telecommunications infrastructures and services.

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e. Respondent's experience providing sufficient staffing levels, local staffing, and a quality staff driven to proactively address issues.
f. Proposed Key Staff – given the requirements in Sections 2.2 through 2.7 of Attachment A, Statement of Work:
   i. Describe in detail the proposed offering for key staff positions, addressing the minimum requirements listed in the Statement of Work.
   ii. Provide resumes for all persons being proposed for the key staff positions.
   iii. Provide a proposed Staffing Organizational Chart, including all staff (both key staff and non-key staff) that are anticipated to be assigned to the Contract, including names and titles (full-time and part-time).
   iv. Describe the proposed Customer Support Team model, including staffing levels, minimum qualifications, and average years of experience of the proposed team.

6. Letter of Bondability

A letter signed on or after October 1, 2020, from a surety company or bonding agent authorized to do business in the State and written on company letterhead indicating the Respondent's ability to obtain a performance bond in the amount of at least five hundred thousand dollars ($500,000). For additional information see Section 16, Performance Bond, of Attachment B – Draft Contract.

7. Pricing and Devices

Submit the following items in one (1) separate electronic file folder:

- Vendor's Services and Discounts Pricing
- Vendor's Services and Discounts Pricing, Public Safety, if the Respondent is proposing to provide services in accordance with SOW Section 4, Public Safety Service Plans and Devices
- Vendor's Device List

Note: The items submitted in this Pricing and Devices portion will not be evaluated or scored by the Department during the evaluation phase of the ITN, nor will these items be used to determine vendor responsiveness. The Department intends for these items to be utilized by the negotiation team to establish a baseline for service and pricing discussions with Respondents during the negotiation phase of the ITN.

3.8 Public Records, Respondent's Confidential Information, and Redacted Replies

The following subsections supplement Section 19, Public Records, of the PUR 1001 Form, General Instructions to Respondents. By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to mark material exempt, or fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce, in their entirety, all documents, data, or records submitted to the Department in answer to a public records request for these records.** However, no portion of a Reply will be produced in response to a public records request until such time as the Department provides notice of an intended decision with regard to this ITN or until thirty (30) days after opening the final Replies, whichever is earlier (see Section 3.8.3, Public Inspection, below, for additional information).

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3.8.1 Electronic and Written Communications

Unless exempted by law, all electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to Florida's broad Public Records Law, found in Chapter 119, Florida Statutes.

3.8.2 Replies

Unless exempted by law, all materials submitted as part of a Reply to this ITN will become a public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

3.8.3 Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Chapter 119, Florida Statutes. As noted above, a time-limited exemption from public inspection is provided for the contents of Replies pursuant to section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection, unless another exemption applies. Any claim of trade secret exemption for any information contained in Respondent's Reply will be waived upon submission of the Reply to the Department, unless the claimed trade secret information is submitted in accordance with Subsection 3.8.4, How to Claim Trade Secret or Other Exemptions, below. This waiver includes any information included in the Respondent's Reply outside of the separately bound document described below.

3.8.4 How to Claim Trade Secret or Other Exemptions

If a Respondent considers any portion of materials made or submitted in the course of replying to this ITN to be trade secret under section 812.081, Florida Statutes, or other applicable law, or otherwise confidential under Florida or federal law, in order to preserve the confidentiality of the material, the Respondent must clearly designate, in writing, that portion of the materials as "confidential" when submitted to the Department. The Respondent must submit all such information as a separately bound, *unredacted* document clearly labeled "Confidential, Unredacted Reply" together with a brief written description of the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

The Respondent is to also simultaneously provide the Department with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy is to contain the name of the Respondent, the ITN number, and redacted copy (e.g., Respondent Name DMS ITN _redacted copy.pdf). Prominently display the phrase "Redacted Copy" on the first page of the electronic redacted copy and each page on which information is redacted.

The redacted copy is to be submitted no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the Reply, further segregate it and separately bind or enclose and clearly label it as set forth above in addition to any other labeling required for the material.

Negotiation Meetings. If the Respondent is invited to negotiations, it will be incumbent upon the Respondent to identify, in real-time, portions of the Respondent's negotiation sessions that include references to materials and/or information the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret or otherwise not subject to

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disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records. The Respondent is responsible for defending its determination that the portions of the negotiation sessions are exempt and not subject to disclosure.

3.8.5 Public Records Request

If a Respondent fails to mark any materials submitted to the Department as confidential, or fails to submit a redacted copy as provided in this section, or fails to claim, in real-time, portions of the negotiations sessions as exempt, the Respondent **waives** the exemption, and the Department may produce all of the Respondent's documents, data, or records or the Department's recordings of negotiation sessions to any person requesting a copy under Chapter 119, Florida Statutes. The Respondent exclusively bears the burden of complying with Subsection 3.8, Public Records, Respondent's Confidential Information, and Redacted Replies, to ensure its exempt information is appropriately marked and protected. If a requestor asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent 's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent is responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

3.8.6 Department Not Obligated to Defend Respondent's Claims

The Department is not obligated to agree with a Respondent's claim of exemption and, by submitting a Reply, the Respondent agrees to defend its claim that each and every portion of the redacted material is exempt from inspection and copying under the Public Records Law. Further, by submitting a Reply, the Respondent agrees to protect, defend, indemnify and hold harmless the Department for any and all claims and litigation (including litigation initiated by the Department), including attorney's fees and costs, arising from or in any way relating to Respondent's assertion that the redacted portions of its Reply or portions of the negotiation sessions are trade secrets or otherwise exempt from public disclosure under Chapter 119, Florida Statutes. The Department may use counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Department's invoices for legal services on a monthly basis for all costs and expenses, including legal fees, incurred in defending such claims.

3.9 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

3.10 Respondent's Pricing

Respondents are to submit pricing at the time of their Reply. Pricing should be submitted as if the terms and conditions of Attachment B – Draft Contract are final. There is no guaranteed minimum spend from the Department or the Customers. Respondents are instructed to only submit pricing for services that are within the contemplated scope of this procurement, including additional options or features proposed by the Respondent that are in accordance with the SOW.

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If the proposed pricing includes services outside of the scope of the Contract, those services will not become part of the Contract and will neither be included in CSAB nor be offered to Customers.

Pricing must be uniform with no variation for geographic location of service delivery.

Respondents are encouraged to provide the best possible pricing at all times. Pricing submitted will be considered pricing for the initial and any renewal periods.

Respondents' proposed pricing is inclusive of all government sanctioned surcharges and fees (as provided in the SOW, Subsection 5.6, Taxes and Government Sanctioned Fees) necessary to deliver the proposed services, unless otherwise separately identified in the Reply. The only additional costs permitted will be reasonable costs for expedited orders.

3.10.1 Vendor's Device List

The Respondent should submit a Vendor's Device List of the Respondent's proposed devices and pricing, which will become part of the final Contract, as modified during negotiations. The Vendor's Device List should include all proposed devices, including, at a minimum, cellular phones, smartphones, tablets, broadband access devices (data-only), cellular mobile broadband devices (support for internet access), devices supporting secure access to MFN, and accessories. Devices may be shown with a variety of packages, with detailed pricing, and descriptions of associated services, devices and/or features. Any services, devices and/or features provided at no cost should be identified as $0.00. If the Respondent is proposing Public Safety services and devices, the Vendor's Device List may also include Public Safety wearables and other Public Safety wireless enabled devices.

For all items listed below, the Vendor's Device List should include: manufacturer and model, vendor's identification number (SKU), vendor's commercially advertised retail price as of the date the Reply is submitted to the Department, State purchase price, and any promotional pricing, as well as the following device-specific information:

1) Smartphones
   a. Operating system, camera, removable memory, hearing aid compatibility, mode, and other features.
   b. At least one unlocked iPhone and one unlocked Android smartphone.
2) Air Cards and hotspots
   a. Mode, compatibility with 4G LTE, compatibility with 5G, compatibility with Apple Operating Systems (iOS, Mac OS), compatibility with Microsoft Operating systems (Windows), external antenna, and other features.
3) Tablets
   a. Operating system, camera, removable memory, and other features.
4) Basic Phones
   a. At least one basic phone that is available to Customers at no charge, other than the cost of the purchased service plan.
5) Accessories
   a. May include phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.
6) Public Safety Wearables

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3.10.2 Vendor's Services and Discount Pricing

The Respondent should submit services and discount pricing, which will become part of the final Contract, as modified during negotiations. If bidding on the public safety portion of this procurement, the Respondent should also submit public safety-specific pricing. Respondents may mirror the formats of existing End User Price Lists (EUPLs), also referred to as User Rates, or create their own. The current EUPLs can be found on this DMS website: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services. Respondent's should state prices as monthly recurring charges (MRC) or non-recurring charges (NRC).

The Services and Discounts Pricing should include the following, at a minimum:

1) Non-pooled Plans

a. Pricing and details of all non-pooled plans, which may include:
   i. Voice per minute rate plans: usage based, limited
   ii. Unlimited plans: voice; voice and text; voice, text, and data; voice, data, messaging, and hotspot
   iii. Messaging plans: limited and unlimited
   iv. Data only device plans: per megabyte data plan, data plan with tethering, data plan without tethering, and unlimited data

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs, including the number of messages (SMS/MMS), minutes (anytime, nights, or weekends), data limits, and included features, such as call waiting.
   i. Detail how airtime and other measured usage are billed; for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, unanswered outgoing calls incurring airtime.
   ii. Description of billing for calls directly dialing or receiving from the same carrier.
   iii. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
   iv. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

2) Pooled Plans

a. Pricing and details of all pooled plans, which may include:
   i. Description of tiers, including the number of minutes included in the plans.

b. Relevant unit pricing, including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

c. Describe:
   i. how the minutes are aggregated and credits are applied;
   ii. how a Customer can have more than one pool;
   iii. rollover minutes;
   iv. pool limitations, e.g., limits to the number of users; and
   v. included features, such as call waiting.

3) Push-to-Talk

a. Pricing and details of all push-to-talk plans, which may include:
   i. Standalone push-to-talk and add-on push-to-talk plans.
   ii. Relevant unit pricing including price per minute, variation of price per minute for nights and weekends, monthly rollover of minutes or data.

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iii. Description of services included in the monthly recurring costs and included features
1. Detail how measured usage is billed, for example, in full-minute increments, rounded up to the next full increment at the end of each call for billing purposes, or unanswered outgoing calls incurring airtime.
2. If the pricing changes for nights and weekends, describe the times the carrier deems are nights and weekends and any changes to charges during this time.
3. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

4) Machine-to-Machine

a. Pricing and details of all machine-to-machine and internet of things service plans which may include:
i. Description of tiers, including the usage caps of each tier. One (1) MB to twenty (20) GB requested, at minimum.

b. Relevant unit pricing, including price per minute, variation of price per MB for nights and weekends, and monthly rollover of minutes or data.

c. Description of services included in the monthly recurring costs and included features.
i. Detail how measured usage is billed.
ii. Detail any prohibited activities, such as those prohibited for compliance with the law or to prevent interference with the network.

5) Discounts

a. All proposed discounts off accessories and devices.

b. State what published price the discount percentage applies to (MSRP, vendor published catalog, etc.).
i. Describe any additional proposed discounts, such as 100% discount off activation fees.
ii. Specific pricing for devices should be listed in the Vendor's Device List.

6) Additional Features, Fees, and Other Items

a. Respondents may describe and detail any additional offerings that are contemplated within the SOW.
i. These shall include surcharges and fees (see SOW Section 5.6, Taxes and Government Sanctioned Fees).
ii. These may include chargeable features, such as robo-call blocking, mobile device management, etc.
iii. Respondents may also suggest tiered pricing.
iv. Where applicable, Respondents should detail the plan name and type, monthly recurring cost, etc.

b. There will be no activation fees for services and devices purchased off the Contract. Current MCS contracts do not allow activation fees for services and devices.

SECTION 4. SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation (see section

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287.012, Florida Statutes). The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated.

The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Evaluation Process – General Overview

The Department will appoint an evaluation team for the evaluation and scoring of the Responsive Replies for the evaluation phase. Each evaluator will be provided a copy of each Respondent's Reply that is deemed Responsive.

The evaluators will score Replies against the evaluation criteria set forth in subsection 4.3, Evaluation of the Reply, in order to establish a competitive range of Replies reasonably susceptible of award. The Evaluation Summary Score Sheet Table, to be used by the Department to calculate evaluation scores, provides for the SOW sections that will be scored and the relative weights given to the scored sections.

See subsection 4.4, Negotiations, for information on the negotiation phase of the ITN. All Replies that meet the Mandatory Responsiveness Requirements will be evaluated as described in section 4, Selection Methodology.

4.3 Evaluation of the Reply

The evaluators will independently review and evaluate the Responsive Replies. Using the assessment scale below, the evaluators will assign scores zero (0) to four (4) based on the quality of each section of the Reply to the SOW. In determining the quality of a Reply, the evaluators will use the following guiding questions:

- How well does the Reply demonstrate an understanding of the services requested?
- How well does the Reply demonstrate the Respondent's ability to provide the services requested?
- How well does the Reply address the requested services?

Assessment	Evaluator Score
Unacceptable	0
Poor	1
Adequate	2
Good	3
Exceptional	4

4.3.1 Scoring

Scoring, for purposes of determining the competitive range, will be a total of the evaluator's weighted scores for each Respondent for all scored sections of the SOW.

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The table below demonstrates the calculations the Department will use to determine the Respondent's Final Weighted Score, based on the raw scores given by the Evaluation Team members while evaluating the Respondent's Reply.

The Raw Points scored for each section, by each evaluator, will be averaged together and then multiplied by the Weight Factor in the table below for each section. This calculation will render the Respondent's Weighted Scores for each section. The Respondent's Weighted Scores for each section will be added together to determine the Respondent's Final Weighted Score.

EVALUATION SUMMARY SCORE SHEET					
Section	**Maximum Possible Raw Score**		**Weight Factor**		**Maximum Possible Weighted Score**
1.6 Evolving Technology	4	X	50	=	200
2.1 Staffing Responsibilities	4	X	100	=	400
3.6 Wireless Data Services	4	X	75	=	300
3.10 State of Florida Coverage	4	X	50	=	200
3.12 Security	4	X	50	=	200
3.16 Highly Available and Highly Reliable Design Characteristics	4	X	25	=	100
3.17 Reports, Updates, and Notification Requirements	4	X	50	=	200
3.19 Customer Support	4	X	50	=	200
3.20 Contractor's MCS Portal	4	X	25	=	100
3.21 Devices	4	X	50	=	200
3.22 Cooperation with Other Contractors	4	X	25	=	100
3.23 Customer Migration	4	X	75	=	300
3.26 Project Management	4	X	25	=	100
Respondent's Experience Reply	4	X	300	=	1,200
Maximum Possible Final Weighted Score:					**3,800**

For additional instructions for replying to the SOW, see SOW subsection 1.1. For selection methodology, scoring, and weighting, see this ITN section 4, Selection Methodology.

4.3.2 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a Responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.4 Negotiations

4.4.1 Negotiations Process – General Overview

After the evaluation of Replies based on the criteria identified above, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one (1) or more Respondents within the competitive range to commence negotiations.

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The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of (an) award(s) to the Respondent(s) that will provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by evaluator scoring but may use the evaluator scoring as a reference tool during the negotiation process.

The Department will require the Respondent(s) to provide the Vendor's Services and Discounts Pricing; Vendor's Services and Discounts Pricing, Public Safety (if proposing public safety services); and Vendors Device List if they were not originally included in the Respondent's Reply.

All pricing submitted may be reduced during negotiations but cannot be raised unless the increase is reflected in the BAFO and is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN. During the negotiation process, the Department also reserves the right to negotiate a la carte services, categories, and components of services.

The format and content of any pricing submissions, including but not limited to BAFOs, may be amended during negotiations at the discretion of the negotiation team.

The Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional technical detail, diagrams, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiations and negotiation team strategy meetings will be subject to the provisions of section 286.0113, Florida Statutes.

Negotiation meetings will be conducted in Tallahassee, Florida, if conducted in-person, or using technology-based solutions, if conducted remotely. The Department reserves the right to schedule in-person negotiations at a different location in the State. The Department may distribute an agenda in advance of any negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time and proceed to Contract award.

4.4.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.4.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied

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that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was previously permissive. For example, the word 'should' may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

4.4.4 Other Department Rights During Negotiations

The Department has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions.

The Department reserves the right at any time during the negotiation process to**:**

a) Schedule additional negotiation sessions with any or all Respondents.
b) Require any or all Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms and conditions, or business references.
c) Require any or all Respondents to provide revised Replies and written BAFO(s).
d) Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.
e) Pursue a Contract with one (1) or more Respondents for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written Replies or request for BAFOs.
f) Pursue the division of Contracts between Respondents by type of service or geographic area, or both.
g) Finalize Contract terms and conditions with any Respondent at any time.
h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
i) Conclude negotiations at any time and proceed to Contract award.
j) Re-open negotiations with any responsive Respondent.
k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
m) Review and rely on relevant information contained in the Replies.
n) Request pricing options different from the initial pricing provided by the Respondent. This information may be used in negotiations.
o) Request business references and materials related to a reference check.
p) Contact Respondent's Customers, if any, or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

4.4.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, Florida Statutes, negotiations between the Department and Respondents are exempt from Chapter 286, Florida Statutes, and s. 24(b), Art. I of the State

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Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, Florida Statutes.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, Florida Statutes. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, so that the Department can make appropriate arrangements for the segregation of the recording.

4.5 Final Selection and Notice of Intent to Award Contract

4.5.1 Award Selection

Contract(s) will be awarded, if any award is made, to the responsive and responsible vendor(s) whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.5.2 Selection Criteria

The following award selection criteria will apply for this ITN:

a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
b) The Respondent's ability and approach to meeting the goals of the ITN, as stated in subsection 1.5, Goals of the ITN, and SOW subsection 1.3, MCS Objectives;
c) The Respondent's ability and approach to providing the services and associated devices sought in the SOW;
d) The Respondent's pricing.

4.5.3 Department's Negotiation Team Recommendation

The Department's negotiation team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Award a contract to one (1) or more Respondents for the services encompassed by this solicitation.
- Award a contract to one (1) or more Respondents, or no Respondents at all, for all or part of the work contemplated by this solicitation.
- Select one (1) or more Respondents by type of service, geographic area, and/or both.
- Award contracts for less than the entire geographic area.
- Award and contract with other Responsive Respondents in the event that the Department is unable to contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the solicitation and make no award.

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5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Replies, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Other Reserved Rights

- The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.
- The Department reserves the right, after posting a Notice of Intent to Award, to withdraw or cancel the procurement, or amend its Notice of Intent to Award and re-open negotiations with any Respondent at any time prior to execution of a Contract.

5.4 No Contract until Execution

A Notice of Intent to Award under this ITN shall not constitute or form any contract between the Department and a Respondent. No contract shall be formed until such time as a Respondent and the Department formally execute a contract with requisite written signatures.

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FORM 1 – CONTACT INFORMATION

	For solicitation purposes, the Respondent's contact person will be:	Should the Respondent be awarded the Contract, the Account Manager's contact information will be:
Name		
Title		
Company Name		
Address		
Telephone		
Fax		
E-mail		
FEID #		

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

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FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors, or agents and are currently employees of the State of Florida or one of its agencies:

_____ _____

_____ _____

_____ _____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____ _____

_____ _____

_____ _____

_____ _____

Name of Respondent's Organization Signature of Authorized Representative and Date

_____

Print Name

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FORM 3 - NON-COLLUSION STATEMENT

I state that I _____ of _____,
(Name and Title) (Name of Respondent)

am authorized to make this statement on behalf of my firm and its owner, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) submitted in response to this ITN and the preparation of the Reply. I state that:

1. The price(s) and amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, will be arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.

2. Neither the price(s) nor the amount(s) submitted in response to this ITN, and neither the approximate price(s) nor approximate amount(s) submitted in response to this ITN, either in the initial Reply or during negotiations, have been or will be disclosed to any other firm, vendor, Respondent, or potential Respondent, and they will not be disclosed before Reply opening.

3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Reply to this ITN, or to submit prices higher than the prices submitted in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.

4. The Reply of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Respondent)

   are not currently under investigation by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to a bid on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Reply is submitted. I understand, and my firm understands, that any misstatement in this statement is, and will be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract.

Dated this _____ day of _____

Name of Respondent: _____

Signed by: _____

Print Name _____

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FORM 4 - STATEMENT OF NO PRIOR DISQUALIFYING INVOLVEMENT

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (see below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

Section 287.057(17)(c), Florida Statutes: A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Respondent who responds to a request for information from being eligible to contract with an agency.

Name of Respondent's Organization	Signature of Authorized Representative and Date
	Print Name

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FORM 5 – MANDATORY RESPONSIVENESS REQUIREMENTS

The Respondent certifies that it is in compliance with Subsection 3.1, General Instructions to Vendors (PUR 1001 Form).
The Respondent certifies that neither it, nor its affiliates, is a convicted vendor or a discriminatory vendor as described in sections 287.133 and 287.134, Florida Statutes, respectively.
The Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and is not participating in a boycott of Israel.
The Respondent certifies that it is currently authorized to do business with the State, or will obtain authorization through the Department of State, Division of Corporations, should the Respondent be awarded the Contract, prior to Contract execution. Website: www.sunbiz.org
The Respondent must be, at the time of Reply submittal, a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population. A Respondent which has been determined by the Federal Communications Commission (FCC) to be a "nationwide service provider" in the Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement. A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements. The report is located here: https://docs.fcc.gov/public/attachvments/FCC-18-181A1.pdf

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf and certifies conformance with all Mandatory Responsiveness Requirements listed above.

_____
Name of Respondent's Organization

_____
Printed Name of Organization's Authorized Representative

_____ _____
Signature of Organization's Authorized Representative Date

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FORM 6 - BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate experience in providing the same or similar services sought in this procurement.

The experience cannot be from:

a. Current employees of DMS.
b. Former employees of DMS within the past three (3) years.
c. Persons currently or formerly employed by the Respondent's organization.
d. Board members of the Respondent's organization.
e. Relatives.
f. Corporations based solely in a foreign country.
g. Any person involved in the drafting of this ITN or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. The Department may also solely rely on the information stated below without contacting the entities state below.

Information	**Experience #1**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #2**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	

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Contract Period (contract start date to contract end date)	
Brief summary of services	

Information	**Experience #3**
Company Name	
Company Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief summary of services	

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT A – STATEMENT OF WORK

FOR

MOBILE COMMUNICATION SERVICES

ITN NO: DMS-19/20-006

INVITATION TO NEGOTIATE

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

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1. Statement of Work Introduction

This Attachment A – Statement of Work (SOW) describes cellular voice and data services, secure access to MyFloridaNet (cellular data-only devices), and other related telecommunication services, cellular phones, associated devices, accessories, and features, collectively referred to herein as Mobile Communication Services (MCS).

All requirements contained in this SOW are Contract requirements. Deliverables and associated financial consequences (hereinafter referred to as "Service Level Agreements" or "SLAs") are specified on Attachment C – Service Level Agreements.

The intent of this procurement is to establish one (1) or more multi-year Contract(s) that meet the goals of the ITN, as stated in Section 1.5, Goals of the ITN, of that document. Any contracted services will be available for use by State agencies and political subdivisions of the State, municipalities, and nonprofit corporations in accordance with Chapter 282, Florida Statutes (F.S.).

This SOW contains operational and administrative objectives for MCS that will form the requirements for implementation and on-going support under any Contract resulting from this ITN.

This SOW is intended to reflect the requested service components DMS is seeking the Respondent to offer for MCS. This SOW includes references to service components that "must," "shall," or "will" be delivered; however, these SOW references to "must," "shall," "will," and "minimum requirements" will not affect DMS's determination of a Respondent's responsiveness. DMS intends for these SOW references to become mandatory at the time of Contract execution (as reflected in DMS's Request for Best and Final Offer (BAFO)). However, these SOW references may be subject to negotiation during the procurement and will be resolved through the terms of DMS's Request for BAFO. The terms "will" and "shall" are used interchangeably.

The Request for BAFO may also provide for requirements in place of what may previously have been requests. For example, the word 'should' in this SOW may be replaced by the word 'must' in the final SOW attached to the Request for BAFO.

While the Department reserves the right to negotiate any term or condition during the negotiation process, the Contractor agrees that its Reply is based on the assumption that the terms and conditions of this SOW, as well as the Draft Contract (Attachment B to the ITN), apply as currently written.

If more than one (1) Contract is awarded, then the use of the terms "Contract," "Contractor," "Reply," and "Respondent," include the plural when applicable.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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1.1 Instructions for Response Blocks

The SOW contains response blocks where Respondents are to provide information. Respondents may attach additional narrative with a reference to the corresponding SOW response block subsection. Respondents should base responses on the information provided in the applicable subsections and response blocks regarding operational and administrative processes and other aspects of the proposed services.

Responses to the SOW will be scored and will not be used to determine responsiveness. Respondents should provide responses to all response blocks seeking a response in the SOW.

If the Respondent inserts "N/A" or leaves a response block blank, they will receive zero points for that subsection. Replies are to be submitted in accordance with the ITN. See Subsections 3.7, 4, of the ITN for additional instructions on submitting a Reply.

The response blocks may contain approximate word counts in brackets, e.g., [Enter the response here – XXX words]. The word counts are provided as guidance to the length of the expected response; the word counts are neither minimum nor maximum limits.

By submitting a Reply to this ITN, the Respondent affirms that it has read, understood, and will comply with all of the statements, terms, and conditions contained in this SOW.

Do not provide pricing information in any SOW response block. Respondent is to submit pricing information separate from the response to this SOW, in accordance with instructions in the ITN.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.2 Mobile Communication Services Portfolio

Mobile Communication Services are described below as well as in the public safety services in Section 4.

1.1.1 Wireless Voice Services (WVS), includes plans and cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices (cellular voice) and to traditional phones on the Public Switched Telephone Network (PSTN). This set of services also provides broadband access for email, internet browsing, texting, and numerous applications.

1.1.2. Wireless Data Services (WDS), includes a similar set of broadband services and devices as WVS but does not provide cellular voice and does not include PSTN voice connectivity. This set of services can provide secure data access into MyFloridaNet (for additional information, see Section 1.4, MyFloridaNet, below).

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Both sets of services include broadband data service plans governing the Customer's monthly allotment for broadband access.

1.1.3 Web portals for both WVS and WDS. Customers utilize the DMS Communications Service and Billing system (CSAB) to review all MCS offerings, which are found on the End User Price List (EUPL). Orders are either placed directly via MyFloridaMarketPlace (MFMP), CSAB, or direct with the Contractor. For additional information regarding the EUPL, see Section 5, Business Operations.

1.1.4. Accessories include, but are not limited to, antennas, phone cases, tablet cases, headphones and ear buds, chargers, screen protectors, foldable keyboards, belt clips, and hands-free kits.

1.1.5. Equipment includes, but is not limited to, smartphones, basic phones, air cards, hot spots, tablets, and public safety wearables (within the optional subsection on Public Safety Service Plans and Devices).

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.3 MCS Objectives

In accordance with the Department's objectives for MCS, the Contractor shall provide:

1. Services and devices that keep pace with rapidly evolving technologies and related service plans.
2. A range of rate plans with a wide variety of up-to-date features.
3. Customer support services, including the Contractor's MCS portal and superior staffing, with the best possible customer service.
4. Clearly articulated adoption of standards and designs in this SOW.
5. Complete and timely reporting on services to the Department and Customers.
6. Service strength with as much 4G/4G LTE or better service coverage as possible.
7. Highly-Available, Highly-Reliable (HA/HR) infrastructures.
8. Support for devices and software systems from different manufacturers.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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1.4 MyFloridaNet

MyFloridaNet (MFN) is the State's Multiprotocol Label Switching data network. MFN allows State agencies and other authorized users to communicate with each other. Information about MFN is available at:
https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/data_services/myfloridanet_2

No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

1.5 End User Price Lists and Vendor's Device List

This subsection applies to both WVS and WDS.

1.5.1 Creation of Initial EUPL and Vendor's Device List

Pricing information in the Contractor's BAFO will be used by the Contractor to create the EUPL and Vendor's Device List after Contract execution. The format of the EUPL and Vendor's Device List must be approved by the Department. The Contractor must have one (1) EUPL and one (1) Vendor's Device List that incorporate all offerings. The Department's current MCS EUPLs are available on the DMS website here:

https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services

1.5.2 Update Process to EUPL

Given the fast pace of technological progress, DMS anticipates that plans and devices will improve and undergo alterations, within the scope of the Contract, over the term of the Contract. Changes in service plans, features, devices, or technology offered by the Contractor in the same, alternative, or equivalent form and within the scope of the Contract are permissible updates. Updates may be prompted by the Contractor, DMS, or Customers. Some updates may be accomplished via the change request process described in Section 5.2, Change Request, of the Contract; however, at DMS's sole discretion, updates may require a Contract amendment.

Contractor-Requested Updates. The Contractor may request updates to its EUPL and Vendor's Device List throughout the Contract term. Such requests must be emailed to the DMS Contract Manager for review and approval. DMS has absolute discretion to approve or deny Contractor-requested updates.

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The Contractor shall not offer Customers changes in plans, features, devices, or technology prior to obtaining DMS's written approval. The Contractor shall not offer any updated prices or rate structures until changes have been approved by DMS and DMS has published an updated EUPL.

When requested by DMS, the Contractor shall provide documentation on the requested update, including, but not limited to, market research and service and device specifications. DMS may review the information from the Contractor and any other source.

DMS will not approve an update request until and unless the criteria below is met to its satisfaction. However, DMS reserves the right to deny an update request even if all of the criteria are met. The Contractor shall:

1. Substantially demonstrate the pricing is competitive to market rates, specifically that it is equal to or less than rates for similar offerings in the State of Texas, State of California, and State of New York;
2. Fully demonstrate the pricing is related to and is in line with currently offered pricing for similar services and equipment within the EUPL and/or the Vendor's Device List; and
3. Fully demonstrate the proposed pricing is in accordance with Contract Section 3.2.2, Preferred Pricing.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

1.6 Evolving Technology

This section is applicable to all services and equipment, including devices.

The Contractor shall ensure delivery of services and devices that keep pace with rapidly evolving technologies and related service plans. The Vendor's Device List and EUPL must be kept up-to-date, in accordance with the process detailed within SOW Subsection 1.5, End User Price Lists and Vendor's Device List, offering the latest generation of devices and related service plans.

The Contractor's IP infrastructure must provide evolving technologies and offer Customers the latest generation of telecommunications infrastructure and devices.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure delivery of services and devices that keep pace with rapidly evolving technology and related service plans.

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b. Describe the Respondent's commitment and plan to offer the latest generation of installed infrastructure supporting MCS (the Respondent's IP infrastructure).

[Enter response here – 1,500 words]

2. Contractor Staffing

This section is applicable to all services.

The terms “Contractor staff” and “staff” include all staff employed by the Contractor providing services under the Contract and by its subcontractors providing services under the Contract.

The Contractor shall provide sufficient, qualified staff to oversee and carry out the services of this Contract. The Contractor shall designate individuals in its organization to be contacts for DMS and its Customers in accordance with the following subsections.

2.1 Staffing Responsibilities

1. The Contractor staffing responsibilities include conducting all components of the Contract in a timely, efficient, productive, consistent, courteous, and professional manner.
2. The Contractor shall provide a sufficient number of Contractor staff to handle the workload projected for the start of the Contract and shall be scalable and flexible so staffing can be adapted as needed.
3. The Contractor shall devote the staffing time and resources necessary to successfully manage the Contract and provide the ongoing services, including having sufficient staff available for telephonic, email, and on-site consultations.
4. The Contractor shall provide each of its staff members orientation and training on all components of the Contract prior to allowing the staff member to work on any component of the Contract. The Contractor shall provide the DMS Contract Manager with documentation of this training upon request.
5. Key Staff.
    a. The Contractor shall initially fill all key staff positions and keep the key staff positions filled throughout the term of the Contract. Key staff positions will be filled within thirty (30) days from Contract execution. **Attachment C, SLA-A1(a).**
    b. The Contractor will only fill key staff positions with persons that fulfill the minimum job qualifications in accordance with this Section 2, Contractor Staffing.
    c. DMS reserves the right to review and approve candidates being considered by the Contractor for a key staff position described in this Contract.

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d. DMS reserves the right to require the replacement of any staff who serve in a key staff position or as part of the Customer Support Team, and the Contractor shall remove such staff no later than ninety (90) calendar days' from the date of DMS's notice to the Contractor.

e. Waiver. The Contractor may request a waiver of SLA-A1(b) from the DMS Contract Manager if it believes it has good cause to not fill a key staff position within the required timeframe. DMS will review any such requests on a case-by-case basis and respond within a reasonable timeframe. Determination of all waiver requests are at the sole discretion of DMS. SLA-A1(b) will be on hold while the Department is reviewing a request for waiver.

f. Vacancy.

i. It is understood and agreed that from time to time a vacancy may occur in key staff positions. For purposes of this Contract, a vacancy occurs when: the position is not initially filled; the position is not filled due to a resignation, retirement, termination, or reassignment; or the position is filled with a person who does not possess the minimum qualifications required to perform the job duties. A vacancy does not occur when: an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition, such as training. In the case of a vacancy, the Contractor may arrange for the job duties to be provided by another employee who meets the minimum job qualifications until this position is filled. However, a temporary assignment will not suspend any Contractor Staffing SLAs. Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement. **Attachment C, SLA-A1(b).**

ii. The Contractor shall notify DMS of all vacancies of key staff positions within fourteen (14) days of the vacancy. **Attachment C, SLA-A1(c).**

6. Staffing Organization Chart. The Contractor shall develop a Staffing Organizational Chart to be implemented throughout the Contract term. **Attachment C, SLA-A2.** The chart will include all staff resources assigned to all components of the Contract to be approved by DMS. The final Staffing Organizational Chart must contain names, titles, and number of staff (full-time and part-time) proposed to support the Contract. The Contractor's final Staffing Organizational Chart shall include a justification for the number of staff and the percentage of time each staff person will devote to the Contract.

7. Staffing Deficiencies. The Contractor is required to provide sufficient, competent, and capable staff to provide complete and timely services as required by the Contract. In the event DMS determines the Contractor has a staff deficiency, it will notify the Contractor in writing. A staff deficiency will include, at the Department's discretion, insufficient number of staff, or insufficient level of competency in staff, to provide complete and timely services under this Contract. A staffing deficiency will also include the retention of staff thirty (30) days past a Department Contract Manager's requirement to remove that staff member. The Contractor must remedy the identified staffing deficiencies by adding or replacing staff as required by the Department.

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Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Provide a detailed description of the following:
    a. How Respondent will ensure the dedication of its proposed key staff positions, including the proposed percent of time dedicated to DMS;
    b. How Respondent will be prepared at all times to recruit credentialed, appropriately licensed, and highly qualified staff and the recruitment process for staff that will be assigned to the Contract;
    c. Respondent's orientation and training for Respondent's staff assigned to the Contract;
    d. How Respondent will ensure it employs all required positions and that there are sufficient staff to complete all requirements initially and throughout the duration of the Contract.

[Enter response here – 1,500 words]

2.2 Key Staff Position - Account Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Account Manager as the primary contact for DMS, unless DMS determines an exclusive Account Manager is in DMS's best interest at any point during the Contract term, including renewals. This is a required key staff position.

The Contractor is required to provide a full-time Account Manager for all services under the Contract. The Account Manager will be the senior manager and primary contact with responsibility for all day-to-day MCS issues, including, but not limited to, coordination and resolution of all MCS activities. The Account Manager will be a senior staff member able to carry DMS concerns to the Contractor's management personnel. The Account Manager or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year.

The Account Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Account Manager shall possess the following minimum qualifications:

1. A minimum three (3) years' experience working with government clients in a government account management or sales role.
2. A knowledge of government business practices, including State practices and practices of Customers.
3. At least three (3) years' work experience in the telecommunications industry.

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4. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

If the Contractor is providing Public Safety Services, the Account Manager must have experience in the Public Safety proposed services.

2.3 Key Staff Position - Project Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Project Manager, unless DMS determines an exclusive Project Manager is in DMS's best interest. This is a required key staff position.

The Project Manager shall oversee and take on the responsibility for the success of all projects. This individual will be the point of contact to coordinate all implementation and migration with DMS. This individual will manage and direct the planning of the Contractor's staff and resources.

The Project Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Project Manager shall possess the following minimum qualifications:

1. The ability to be responsible for every aspect of all projects related to this Contract.
2. The ability to lead and direct teams to deliver projects within the constraints of schedule, budget, and resources.
3. Demonstrated knowledge and experience to appropriately apply a project management methodology to projects.
4. Experience using Microsoft Project and the ability to keep all projects updated frequently and accurately.
5. A current Project Management Professional certification from the Project Management Institute, Scrum Master Certification from Scrum Alliance, CompTIA Project+ certification from CompTIA, a Lean Six Sigma certification, or other equivalent project management certification approved in writing by DMS.

2.4 Key Staff Position - Business Operations Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Business Operations Manager, unless DMS determines an exclusive Business Operations Manager is in DMS's best interest. This is a required key staff position.

The Business Operations Manager shall oversee business operations, including billing, ordering, and related business operational procedures. The Business Operations Manager, acting as the DMS advocate, will be a Contractor senior staff member able to carry DMS concerns to the Contractor's management personnel. As the advocate, the individual must have the authority to direct the Contractor's staff to effect business operational procedures and related outcomes.

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The Business Operations Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Business Operations Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience working with government clients.
2. Knowledge of government business practices, including State practices and practices of Customers.
3. Strong verbal and written communication skills, including the ability to communicate effectively at all levels of an organization.

2.5 Key Staff Position - Engineering and Design Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Engineering and Design Manager, unless DMS determines an exclusive Engineering and Design Manager is in DMS's best interest. This is a required key staff position.

The Engineering and Design Manager shall function as the point of contact for all engineering and design issues. The individual will be responsible for directing all aspects of engineering and design concerns for the services. The individual must have the authority to direct the Contractor's staff. The individual or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year to manage and oversee restoration of services and to respond to State requests.

The Engineering and Design Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Engineering and Design Manager shall possess the following minimum qualifications:

1. A minimum of three (3) years' experience leading an engineering team responsible for services similar in size and scope to services available under MCS.
2. A Bachelor of Science degree or higher in an engineering discipline. Equivalent foreign degrees are also acceptable.
3. Five (5) years or more of engineering work experience.

2.6 Key Staff Position - Operations and Security Manager

The Contractor shall assign a dedicated, but not necessarily exclusive, Operations and Security Manager, unless the Department determines an exclusive Operations and Security Manager is in DMS's best interest. This is a required key staff position.

The Operations and Security Manager shall serve as the engineer capable of communicating with other engineers as needed to resolve day-to-day issues. The individual will communicate with DMS and engineers from other Contractors providing telecommunications to the State and, if applicable, subcontractors. The individual will function as the point of contact for the day-to-day networking, service, and security issues, typically those involving real-time concerns. The

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individual must have the authority to direct the Contractor's staff. The Operations and Security Manager, or a designated backup(s), must be available twenty-four (24) hours a day, 365 days of the year as required to manage operational and security concerns and respond to State requests.

The Operations and Security Manager is required to participate in the various workgroups to accomplish services available under MCS.

The Operations and Security Manager shall possess the following minimum qualifications:

1. A Bachelor of Science degree or higher in a computer science, information technology, engineering, or similar discipline. Equivalent foreign degrees are also acceptable. Equivalent work experience of five (5) years is acceptable.
2. Experience with business continuity and disaster recovery, including experience in development of disaster recovery plans.
3. Experience with information security architecture and security tools.
4. Knowledge of telecommunications industry best practices for service performance and security and applicable laws and regulations as they relate to security.
5. Knowledge of current technologies and processes used to establish and maintain networks with respect to security of MCS.

The Operations and Security Manager should possess the following minimum qualifications:

1. It is preferred, but not required, that the Operations and Security Manager be a Certified Information Security Manager, a Certified Information Systems Security Professional, or hold another current industry-recognized security certification.

2.7 Customer Support Team

The Contractor shall provide a Customer Support Team for this Contract. This team is not required to be full-time staff (part-time staff is acceptable) or exclusively dedicated to this Contract. However, the appropriate amount of staff at any given time (for example evening, weekend and holiday staffing may be less than weekday business hours) from the Customer Support team must be available twenty-four (24) hours a day, 365 days of the year. The Customer Support Team shall provide:

1. Timely Customer training in reaction to changes in services and features offered.
2. Timely resolution of service requests.
3. Full staffing for projects to implement new technologies, related services, and equipment features that are supported by the industry.
4. Timely closure for operational changes.
5. All applicable deliverables by the due dates as provided in the SLAs.

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The Customer Support Team shall include at least one (1) named individual to act as the CSAB Administrator, with responsibilities described in Subsection 5.7, User Access Privileges for the Contractor.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3. Services and Devices for Mobile Communication Services

3.1 Wireless Voice Services

This subsection is applicable only to WVS.

The Contractor must provide WVS using digital technology as the primary communication mode. WVS will include cellular phones, smart phones, tablets, and other similar devices capable of making voice calls to cellular devices and to traditional phones on the PSTN. WVS will also include broadband access for email, internet browsing, texting, and numerous applications, such as those providing real-time traffic information.

International calling must be disabled by default, but Customers will be permitted to place an order to enable international calling. The Contractor shall provide Customers with the option of having texting disabled. The Contractor will coordinate directly with the Customer regarding texting capabilities.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.2 Wireless Data Service

This subsection is applicable to only Wireless Data Service.

The Contractor must provide WDS. The Contractor will provide non-proprietary wireless broadband data communications. For State agencies, security policy requires the Contractor's broadband data access to terminate on MFN by default. There may be instances where the Department's policy will permit broadband data access to terminate directly on the internet.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.3 Wireless Data Service - IP Addresses

This subsection is applicable to only Wireless Data Services.

The following are minimum requirements:

1. DMS will provide the Contractor work orders containing IP addresses to be associated with wireless devices. The Contractor must configure MCS devices with IP address as part of the activation and setup for the device. The Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by DMS and Other Eligible Users. Since not all private IP address space is available for use on MFN, a mutually agreed upon private IP address allocation block assignment (or other agreed upon method) will be finalized within the negotiation process.
2. The Contractor is required to provide publicly routable IP addresses as needed to support all Customers.
3. The Contractor will associate a particular wireless device with its closed user group (if any). The Contractor will assign an IP address to each wireless device and update the work order in CSAB with the specific IP address assigned before the Contractor closes the work order. A record of each closed user group and the associated wireless devices (including the electronic identifier and IP addresses) is maintained in CSAB.
4. The IP address assigned to a particular wireless device must be permanently assigned unless and until a work order provides that the Contractor change the address. Static IP addressing is acceptable as long as the address is coded (hard or electronically) within the device permanently. A unique IP address dynamically assigned to the device is acceptable as long as the address remains permanently assigned to that particular device. The dynamic IP address assignment mechanism must permanently assign the same address to the same device from an IP address pool assigned to a particular closed user group.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.4 Wireless Data Service – Access Circuit

This subsection is applicable only to Wireless Data Services.

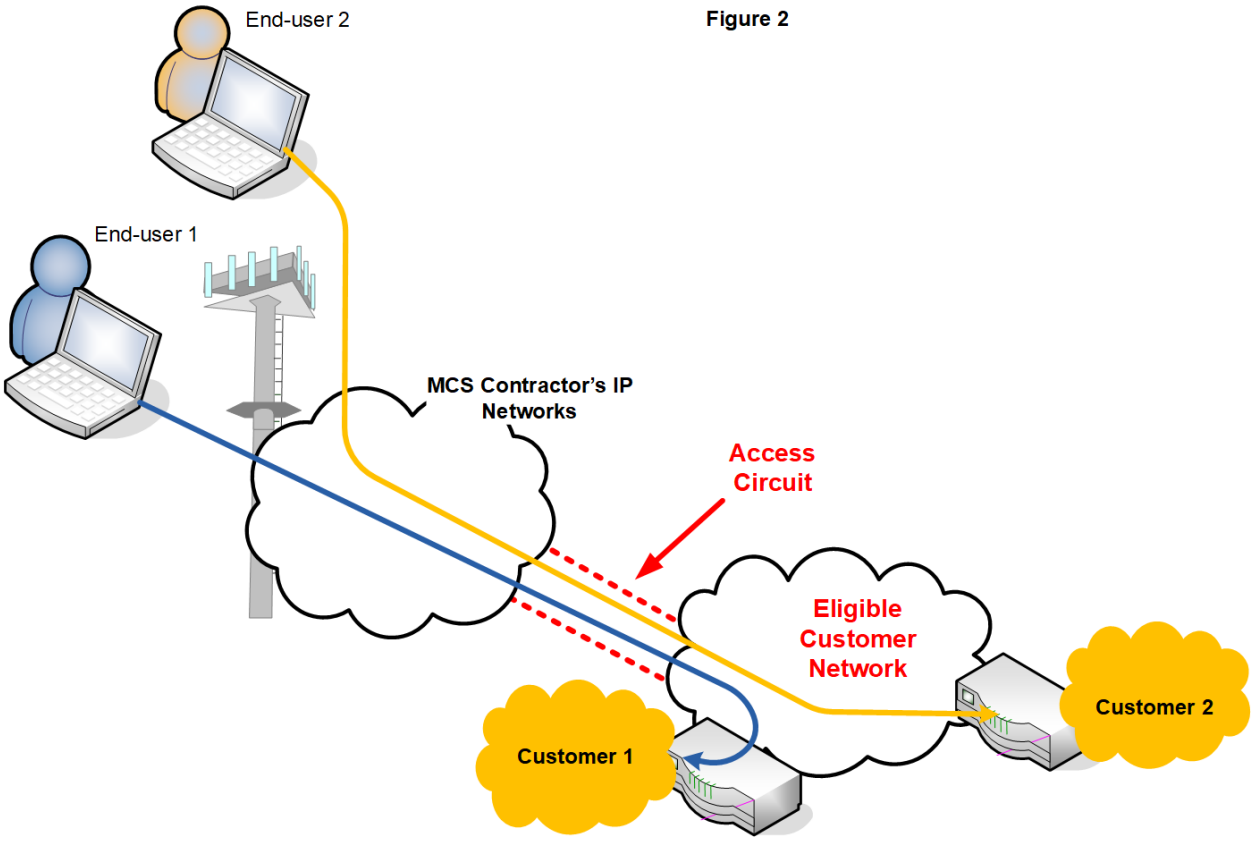
Where Customers have non-MFN networks (for example, non-State Agency Other Eligible Users), Contractors may utilize the Contract to provide their End-users with wireless connectivity into that Customer's network.

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This design requires an access circuit between the Contractor's IP networks and an Other Eligible User's (OEU's) network. These access circuits are not offered by DMS as a SUNCOM service. DMS is not involved in ordering, billing, provisioning, payment, network support, or other aspects of these circuits. OEUs utilize their organization's procurement procedures to purchase their access circuit. All aspects of this wireless connectivity access are the responsibility of the OEU's organization and the Contractor, not DMS.

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Access Circuit
Figure 2



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.5 Wireless Data Service - Closed User Groups

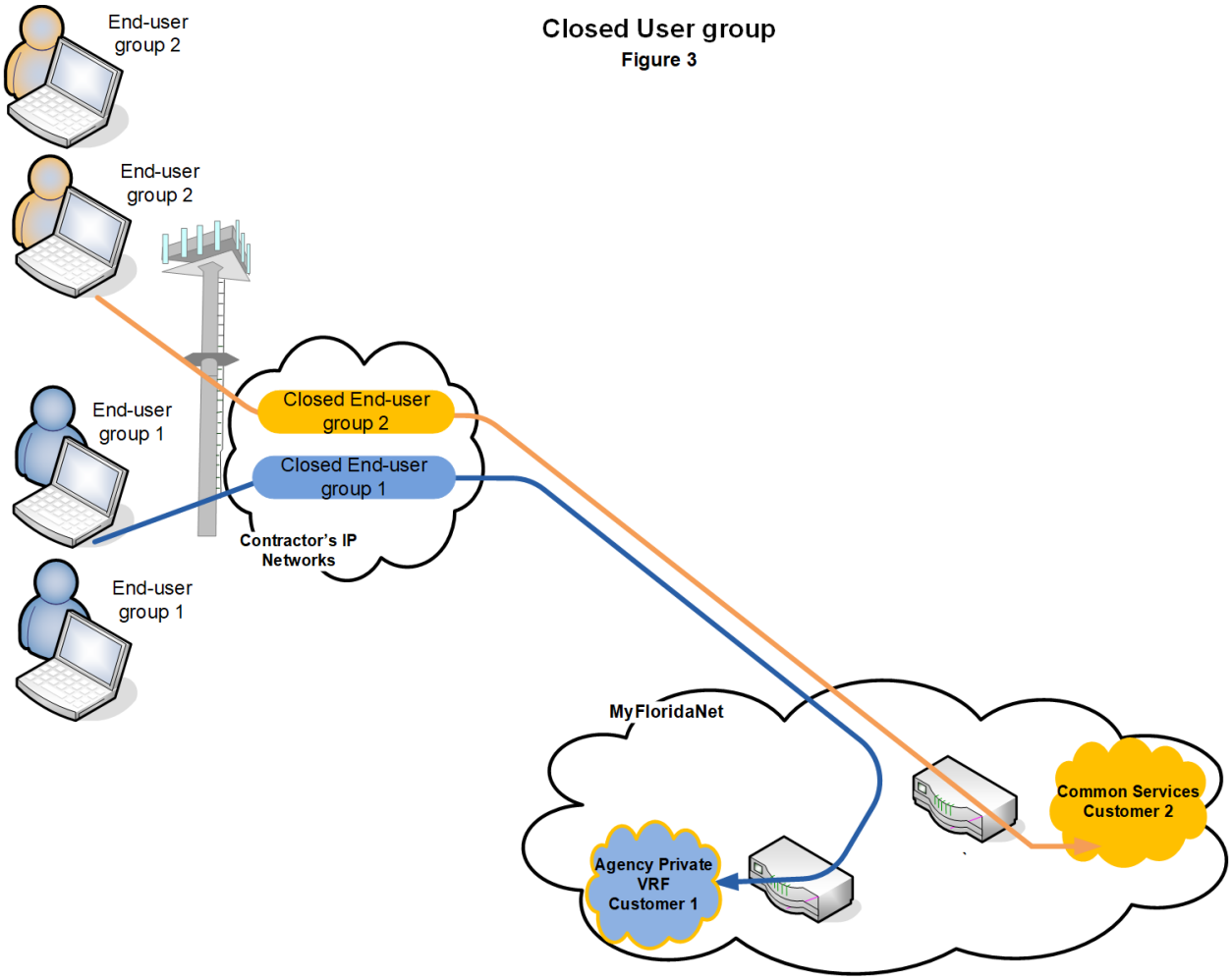
This subsection is applicable to only Wireless Data Services.

The Contractor must develop, implement, and maintain a closed user group isolation method for WDS. The design must result in the segregation of all IP traffic into individual closed user groups. DMS may consider a virtual circuit, Virtual Local Area Network, or Virtual Routing and Forwarding (VRF) to be an acceptable closed user group design configuration method. Other Contractor-provided isolation methods are acceptable as long as the isolation method provides equivalent isolation design outcomes, as determined by DMS. The Contractor-created and maintained isolation method is required to be in continuous operation providing separation of wireless data traffic into distinct closed user groups.

At all points between the wireless data device and MFN, Customer traffic must be isolated from all other traffic within the Contractor's IP networks. There must be no alternate paths into or out of the isolated environment and no means for other entities or devices to access the isolated environment.

The Contractor will place each device in the closed user group as defined by the CSAB work order. Customers will have the ability to have multiple closed user groups configured within the Contractor's IP networks. No IP communications will be permitted between closed user groups within the Contractor's IP networks.

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Closed User group
Figure 3

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.6 Wireless Data Service – Network-to-Network Interface Design

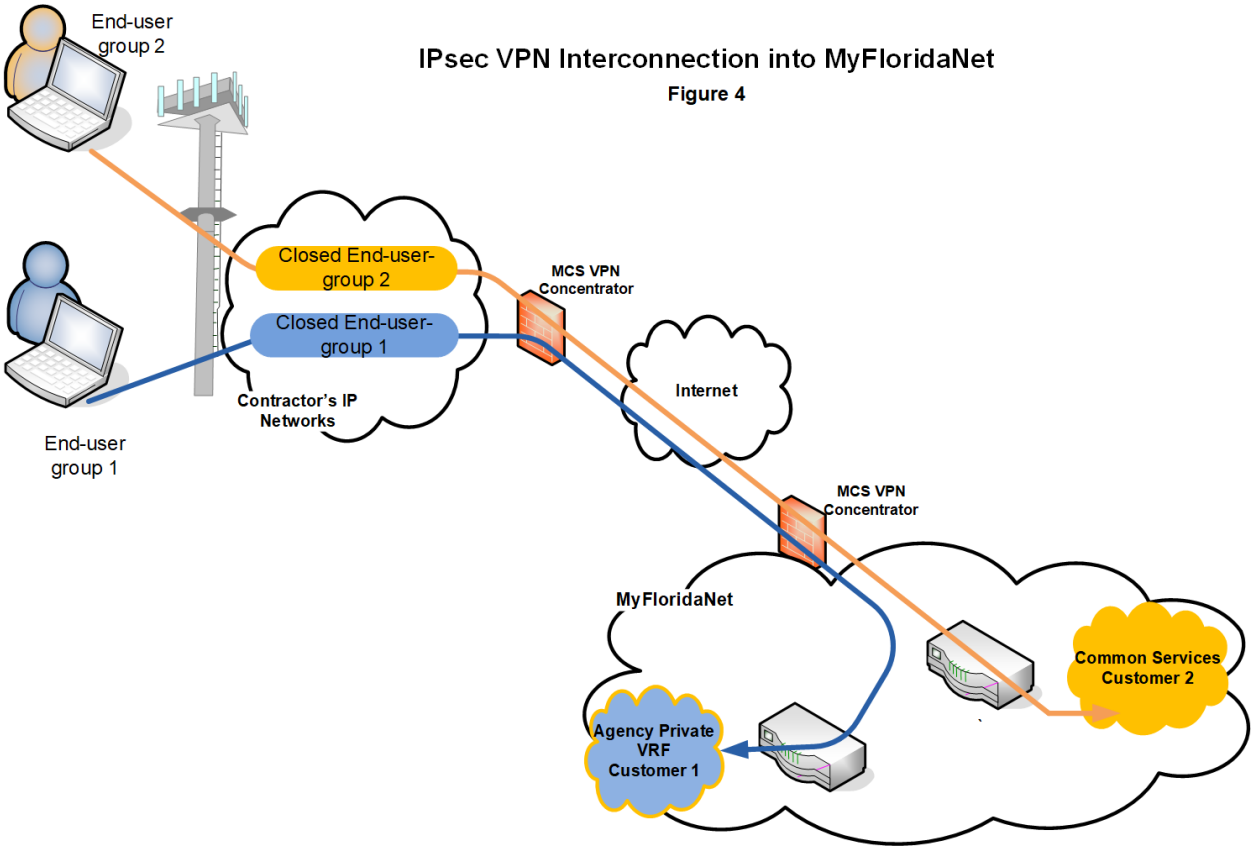
This subsection is applicable only to Wireless Data Services.

The Contractor must work with DMS and the MFN contractor to establish a network-to-network interface as shown in Figure 4 to route wireless data traffic across the internet to MFN. For redundancy, the interface design must use IPsec tunnels which connect to two (2) geographically separate gateways approved by DMS.

In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator. Each interface will be configured with internet connectivity for the concentrators. The interface

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design must utilize a primary and secondary interconnection scheme preventing any downtime or performance impact to the connectivity with MFN or downtime for the service. Each interface will function equivalently, including the available internet bandwidth capacity, operational software images, and overall configuration. The interface locations must always automatically failover.



IPsec VPN Interconnection into MyFloridaNet

Figure 4

The interface design must support VPN connectivity through the use of IPsec tunnels between the Contractor's IP networks and MFN. The Contractor configures IPsec tunnels to create closed user groups for traffic between the Contractor's IP networks and MFN. The Contractor routes closed user group traffic originating in the Contractor's IP networks to MFN via the internet, in coordination with DMS and the MFN contractor. Using a design selected by the Contractor and approved by DMS, wireless data devices must be provisioned to continuously operate within closed user groups.

The interconnectivity design, agreed on by the Contractor and DMS, must provide redundancy with automatic failover between MFN's two (2) VPN interconnection locations. The Contractor's interconnectivity design must be configured for the Contractor to monitor network connectivity between the Contractor's IP networks and MFN. In the event of a connectivity issue between the Contractor's network and MFN, the interconnection design must automatically failover and start

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routing traffic within the failover metric. **Attachment C, SLA-B1.** Successful failover means the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover. Performance is measured by the Contractor's suite of Simple Network Management Protocol (SNMP) tools. After the failure has cleared the Contractor's interconnectivity design will, over time, automatically reestablish the tunnels to the MFN primary concentrator. The Contractor is not responsible for connectivity loss if the MFN VPN concentrators fail simultaneously.

DMS will provide the Contractor with the configuration parameters for each closed user group's IPsec tunnel. The Contractor must adhere to the configuration parameters while provisioning the concentrators. The Contractor must configure a unique IPsec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) will be mutually agreed upon by DMS and the Contractor. Each closed user group's network identifier must correlate to a unique IPsec tunnel.

DMS will provide the Contractor with the MFN tunnel termination IP addresses, IPsec pre-shared authentication keys, and tunnel configuration parameters for each tunnel. All information regarding IP addresses, IPsec authentication keys, and tunnel configuration parameters must be treated as secure State data. At no time will the Contractor transmit this information in clear text.

The Contractor must configure each unique IPsec tunnel to terminate on the primary MFN IPsec concentrator and also configure the tunnel to failover to the MFN secondary IPsec concentrator. DMS will provide the Contractor with two (2) unique publicly routable IP addresses for each closed user group's IPsec tunnel (primary and secondary). The Contractor will use one (1) of the two (2) addresses to terminate the tunnel at the MFN primary concentrator location, and the other address will be used to terminate the failover tunnel at the MFN secondary concentrator location. The Contractor must provide and use at least two (2) publicly routable IP addresses for its IPsec interconnection design; one (1) IP address for the primary tunnel termination and one (1) to terminate the secondary tunnel.

The Contractor will ensure that each wireless data device that traverses the IPsec interconnection will have a unique IP address permanently configured within the wireless modem or device (smartphone, handheld computer, laptop, etc.). Using the IP address provided by the Contractor, the Contractor must statically or dynamically assign each device within a unique closed user group a permanent IP address. The Contractor must configure each unique closed user group within its IP networks using the applicable IP addresses. At the MFN ingress point, each closed user group must be logically mapped into the appropriate MFN VRF. Adds, moves, or changes within a closed user group's configuration require a work order.

The Contractor must upgrade the network-to-network interface when the encrypted throughput, processor utilization, or port speed reach seventy-five percent (75%) of capacity. Internet bandwidth must be upgraded by the Contractor if bandwidth utilization reaches seventy-five percent (75%) of capacity. All network-to-network interface upgrades must improve capacity by

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at least twenty percent (20%). **Attachment C, SLA-B2.** All upgrades are at no cost to the Department or Customers.

The Contractor will give DMS, and the MFN network monitoring tools, read-only SNMP access to monitor performance of the network, including network-to-network interface components. The Contractor must establish monitoring of SNMP performance metrics, which are measured over each five-minute sample.

The primary and secondary VPN concentrators must support the following IPsec parameters:

IPsec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPsec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1,000 (minimum)

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the Respondent's commitment to the appropriate industry standards.
3. Describe the design.

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4. Describe the portion of the design used to trigger the automatic failover.
5. Describe the failover and failback processes.
6. Describe how you will maintain the security of your MFN interconnection.

[Enter the response here as needed to provide a complete response]

3.7 Wireless Data Service –Traffic Mapping into MyFloridaNet

This subsection is applicable to only Wireless Data Services.

The Contractor shall coordinate and communicate with the MFN contractor and other MCS Contractors.

For traffic to MFN, the Contractor must route wireless data traffic across the Contractor's IP networks utilizing IPsec tunnels (one (1) unique IPsec tunnel per closed user group). DMS retains control related to security policies on access into MFN and its intranet as well as IPsec tunnel configuration parameters. All Customer wireless traffic must be in a closed user group within a unique IPsec tunnel in a manner such that it can be mapped into the appropriate MFN VRF by the MFN contractor.

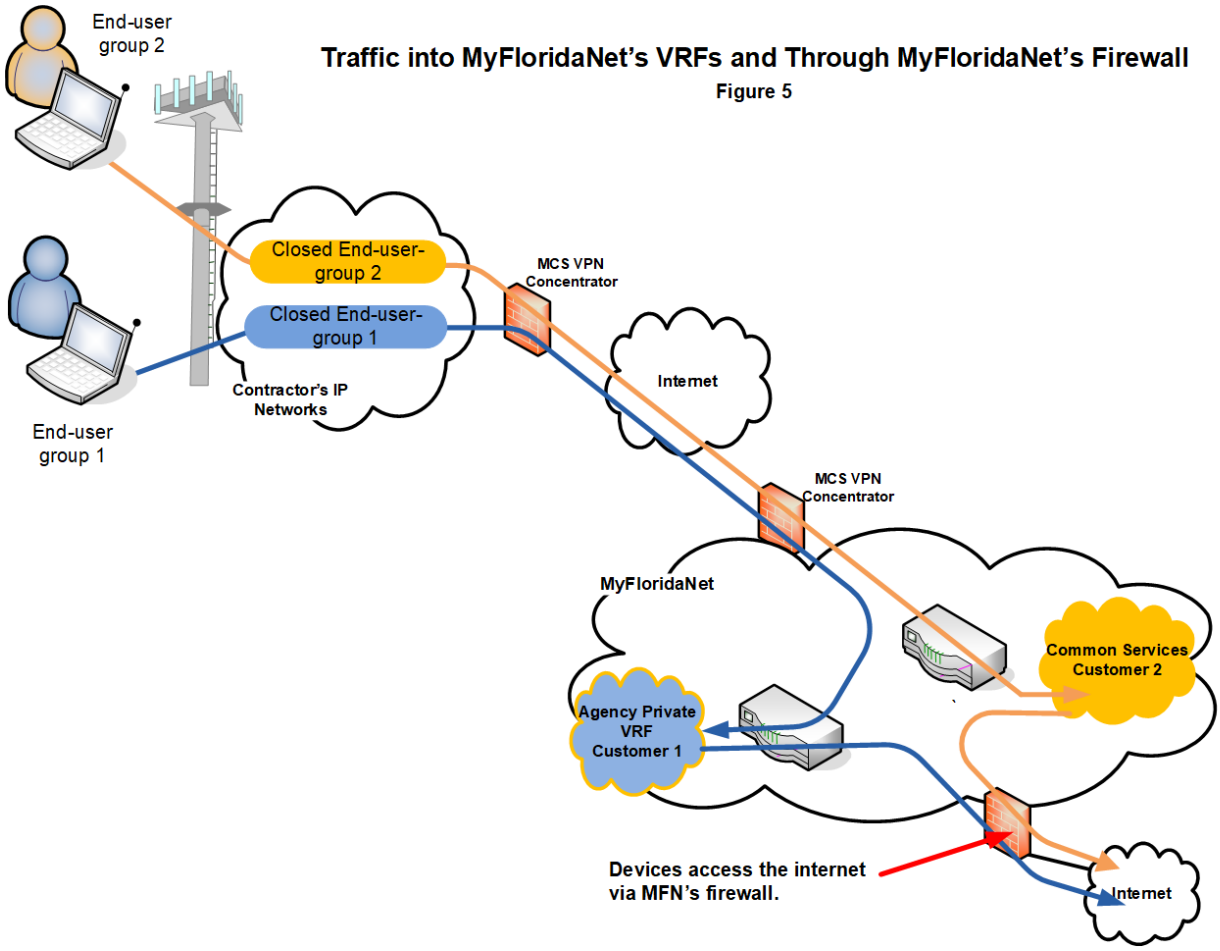
If permitted by the applicable Department security policies, once wireless data traffic is within MFN it accesses the internet via the MFN firewall.

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Traffic into MyFloridaNet's VRFs and Through MyFloridaNet's Firewall

Figure 5



No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.8 Wireless Data Service – Traffic Directly to the Internet

This subsection is applicable to only Wireless Data Services.

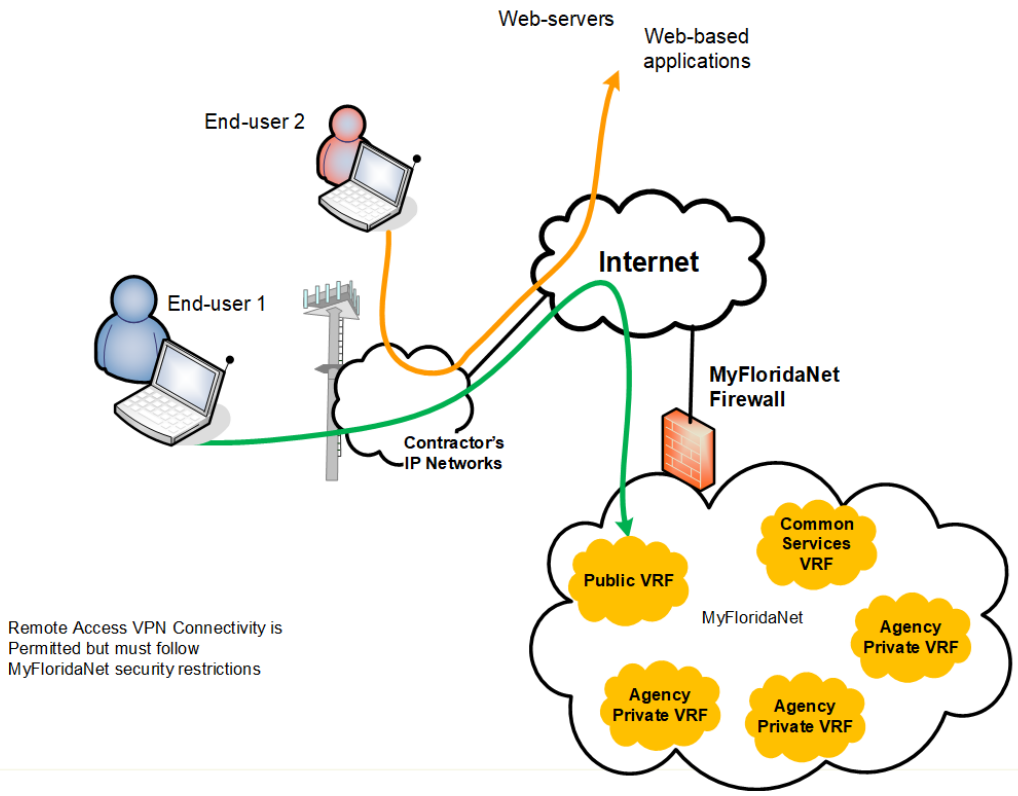
Customers can have their traffic sent directly to the internet. Routing wireless traffic direct to the internet provides simplicity for connectivity to web-servers and web-based applications. Sending traffic to the internet also permits Customers to use encrypted VPN traffic to access their IP networks via a Public VRF connection.

For this connectivity, the Contractor is not responsible for the reliability of traffic within the internet.

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Routing Wireless Traffic Directly to the Internet

Figure 6



The Contractor is not required to create closed user groups for Customers that have their traffic routed directly to the internet. Under this option, the Contractor is not required to permanently assign the same IP address to a particular wireless device.

When MCS traffic is routed directly to the internet, if the MCS Customer is not an MFN Customer, they do not have to comply with DMS security policy restrictions for traffic to MFN. The Contractor must comply with DMS security policies and those policies of the OEUs. Specifics of the DMS security policy requirements will be detailed in the post-Contract engineering meetings and may vary during the life of the Contract.

A synopsis of the MFN security policy. MFN Customers must access the internet via the MFN firewall and avoid using an alternate internet access that might create a backdoor into MFN. Under certain restrictions, MFN security policy permits MFN Customers to use remote-access VPN connectivity to gain access to their MFN intranet network. The Contractor is not responsible for the specifics of how Customers configure their VPN connectivity.

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No response required. By submitting a Reply, Respondent has read and understands the statements contained in this subsection.

3.9 Wireless Data Service - Test Plan

This subsection is applicable to only Wireless Data Services.

The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations. The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

All test plans and actual testing must be coordinated with and approved by DMS and the Customer. The test plan need only cover WDS elements. Once approved by DMS, the plan must be included in the WDS Operations Guides.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.10 State of Florida Coverage

The Contractor shall:

1. Provide the same or better level of coverage as that described in the Contractor's Reply;
2. Maintain up-to-date State coverage maps on its website, accessible to all Customers.
3. Provide service strength with as much4G/4G LTE or better (5G) service coverage as possible.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.
2. Describe the Respondent's State geographic coverage.
3. Demonstrate in detail any future plans for enhancement and expansion of the Contractor's State coverage.
4. Provide a service area State coverage map. The map shall be geographically accurate and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map

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shall include, at a minimum, county boundaries, cities, and major highways. Note the decibel (db) level used in maps for the Respondent's acceptable service level.

[Enter the response here as needed to provide a complete response]

3.11 Roaming

This subsection is applicable to both WVS and WDS.

The Contractor must not charge for roaming within the Contractor's nationwide footprint.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.12 Security

This subsection is applicable to both WVS and WDS.

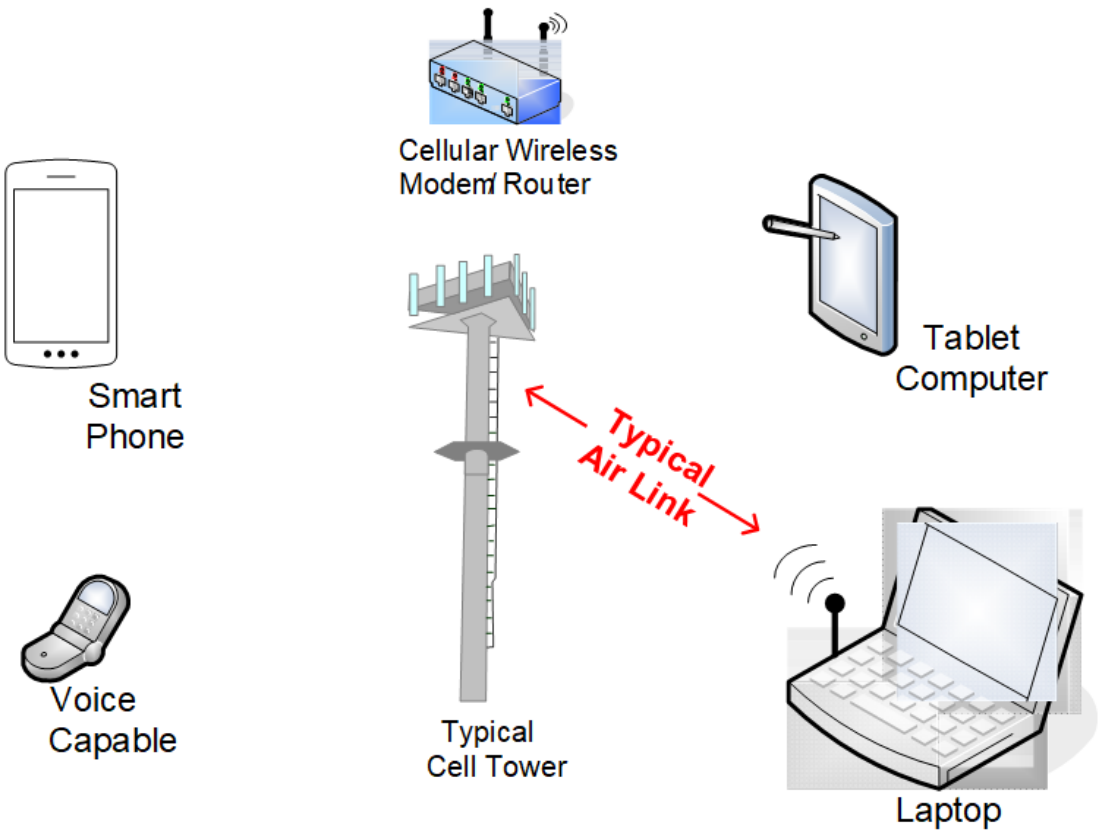
The Contractor must ensure that all traffic is secured between the Customer's device and the Contractor's antenna/tower (i.e., the air link in Figure 1). Encryption across the air link is not required as long as the traffic transport method provides security equivalent to IPsec 56-bit strength. No wireless traffic transport is permitted that does not meet this minimum traffic transport security requirement.

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Security

Figure 1



In addition to the minimum security requirements elsewhere in this SOW, the Contractor must continually enhance its ongoing security features. The Contractor's security features must block unauthorized access into MFN and OEU networks and thwart potential attacks.

The Contractor must maintain physical, electronic, and procedural safeguards to protect the security of its internal systems as well as MFN and OEU networks. The Contractor must secure traffic by employing strong user authentication, making certain only authorized devices connect to the Contractor's wireless network, the MFN network, and OEU networks. The authentication process must associate the End-user to a particular device.

The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request.

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The Contractor must perform fraud detection, monitoring, and prevention services consistent with industry common best practices on a 24x7x365 basis to reduce Customer vulnerability to fraudulent activities. Fraudulent calls will be the sole responsibility of the Contractor. DMS and its Customers will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, and calls to areas of known fraud. The Contractor shall proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the Department and Customer, such as usage or cost doubling from the previous month. If fraud is detected outside of normal business hours, the Contractor will notify the Department's Product Manager and Customer via email. Should the Department or Customer declare such activity as fraudulent, the Contractor shall immediately deactivate the service.

Given the statements in this subsection:

1. Describe in detail how the Respondent's proposal will fulfill the minimum requirements of this subsection.

3.13 Reviews of the Contractor's Service

This subsection is applicable to both WVS and WDS.

DMS Test Accounts. Upon request from DMS, the Contractor shall provide up to ten (10) WVS accounts and associated devices (with voice and broadband feature functionality) and up to ten (10) WDS accounts and associated devices to allow DMS to test the Contractor's service. All test devices must be premium (highest functionality) devices. All test accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. The Contractor must provide the test accounts and devices at no charge and with no limitations on DMS's use of the accounts and devices. DMS will administer the test accounts, including activating, deactivating, and supervising.

Customer Demonstration Reviews. Prior to making an initial order for service, Customers may request, and the Contractor will provide, wireless demonstration equipment (including airtime) for testing. All demo accounts and devices must be configured to operate only on the Contractor's network throughout the continental United States. Demo devices must be provided at no charge for thirty (30) Business Days. The Contractor will post on its portal the step-by-step procedures to obtain the demo devices. The Contractor shall coordinate directly with the Customer regarding demo accounts and devices.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

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3.14 Emergency Services

This subsection is applicable to both WVS and WDS.

The Contractor shall provide emergency services, a crucial aspect of MCS, as described in this section.

3.14.1 911/E911

The Contractor is required to fully comply with federal and State-mandated emergency service requirements, including 911 and E911 services.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.2 Department of Homeland Security Programs

The Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency's (CISA) Emergency Communications Division (the Office) collaborates with the public and private sectors to ensure the national security and emergency preparedness communications community has access to priority telecommunications and restoration services to communicate under all circumstances. The Office manages the Government Emergency Telecommunications Service (GETS), Wireless Priority Services (WPS), Telecommunications Service Priority (TSP), and Next Generation Network Priority Service (NGN-PS) programs.

The Contractor must participate in at a minimum TSP, GETS, WPS, and NGN-PS in support of the State's emergency preparedness efforts. For additional information see https://www.dhs.gov/oec-communications-portfolio-management.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.14.3 Emergency Support Function 2

Background. DMS provides communications assistance during emergencies and disasters. DMS is the lead agency for communications under direction of the Florida Division of Emergency Management. Section 282.702(7), F.S., directs DMS to cooperate with any federal, state, or local emergency management agency in providing for emergency communications services.

DMS is the first point of contact for telecommunications service providers for equipment and services coordination to provide communications support statewide before, during, and after emergencies or disasters. The National Response Framework is part of the United States

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National Strategy for Homeland Security, which details fifteen (15) Emergency Support Function Annexes. In Florida, the DMS Emergency Support Function 2 (ESF-2) consists of a dedicated team of telecommunications professionals with expertise in radio systems, voice/data/network communications, and project management.

The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.15 Contractor's Service Delivery Costs

This subsection is applicable to both WVS and WDS.

The Contractor will not charge the Department or Customers for service delivery or infrastructure costs. The Contractor can only charge for services and equipment contemplated in the EUPL, Vendor's Device List, and the Contract.

There will be no costs to activate a service or device. Customers may cancel service at any time without any costs.

The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.16 Highly Available and Highly Reliable Design Characteristics

MCS functionality provides support for mission-critical agency Customers. The Contractor shall provide infrastructures, hardware, software, and processes designed to be HA/HR, by, at a minimum:

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1. Providing designs to eliminate single points of failure, including minimal convergence times.
2. Utilizing redundant (or backup systems) hardware and software providing continuous availability when a critical component fails or is removed from service for maintenance.
3. Utilizing automated interactions between systems or services to detect when a component has failed.
4. Utilizing multiple physical data paths within an infrastructure to eliminate a potential impact on performance when a path fails or is taken out of service.
5. Utilizing equipment with dual power supplies plugged into separate sources of power, which may include the use of a generator for backup power.
6. Maintaining the entire MCS infrastructure at normal operational functionality and not permitting anything to impact performance, regardless of cause.

Given the statements in this subsection:

2. Describe in detail the proposed offering for this subsection, addressing the design objectives listed above.
3. Describe how the Respondent will provide validation of their HA/HR design to DMS allowing DMS to perform Contract oversight.

[Enter the response here - 500 words]

3.17 Reports, Updates, and Notifications Requirements

This subsection is applicable to both WVS and WDS.

DMS requires the following reports and data, at a minimum, to accomplish Contract oversight:

1. The Contractor shall provide reports, updates, and notifications in accordance with the following section and subsections of this SOW:
    a. Monthly SLA Compliance Report, SLA-B3 (Subsection 3.18.5)
    b. Monthly Escalation Activity Report, SLA-B4 (Subsection 3.19.1)
    c. Quarterly Zero Usage Report, SLA-B5 (Subsection 3.19.2)
    d. Escalation Procedure and Escalation Procedure Updates, SLA-B6 (Subsection 3.19.3)
    e. Maintenance Notifications, SLA B7, B8, B9 (Subsection 3.19.4)
    f. Weekly Transition Status Reports during Transition (Subsection 3.24)
    g. Project Management Tracking Log, SLA-D9 (Subsection 3.26.2.2)
    h. Project Status Report, SLA-D10 (Subsection 3.26.2.3)
    i. Incumbent Contractor Weekly Migration Report, SLA-D14 (Subsection 3.26.5)
    j. Non-incumbent Contractor Weekly Migration Report, SLA-D15 (Subsection 3.26.5)

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k. Monthly Public Safety Service Plans and Devices Report, SLA-E1 (Section 4)
l. Direct-Billed Accounts Monthly Report, SLA-G2 (Subsection 6.4)
m. Direct-Billed Accounts Quarterly Report, SLA-G3 (Subsection 6.5)

2. The Contractor shall provide any of the items below upon request from the Department:
   a. Identification and validation of products/services and rates;
   b. Compilation of statistics on products/services from a high level to a detailed level;
   c. Inventory of devices;
   d. Services and devices trend information;
   e. Identification and validation of Contractor's Customer billing (to include all charges, service taxes, surcharges, refunds, and adjustments); and
   f. Ad hoc reports, which will be at no cost and include a report delivery timeframe within two (2) Business Days of receipt of request.

Given the statements in this subsection: Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above. [Enter the response here – 250 words]

3.18 Service Level Agreement Operational Process

This subsection and all sub-subsections are applicable to both WVS and WDS.

3.18.1 General SLA Requirements

1. The Contractor will pay SLAs by giving the Department a credit in the amount owed. If the last billing cycle of the service, the Contractor will refund the amount due in the form of a check.
2. SLA credits restart each month based on the review process and monthly billing cycle.
3. Unless there is an explicit reference to "business days," all SLA credits are applicable based on calendar days. A calendar day starts at 12:00 AM and ends at 11:59 PM, Eastern Time.
4. All SLA credits are payable to DMS.
5. The billing reconciliation for SLA violations takes place once final determination of SLA credits has been completed.

3.18.2 Reporting and Review

1. Each month, the Contractor, its subcontractors, and DMS participate in a review and scrubbing of all data related to SLAs. Based on this review, credits are developed.

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2. DMS is not required to explicitly request or otherwise initiate the SLA review and validation process in order to receive SLA credits.

3.18.3 SLA Holds

1. If time is a factor in the calculation of the SLA, the SLA clock may be suspended, in the Department's discretion, if the Contractor has documented in its ticketing system at least one (1) of the reasons listed below:
    a. The Customer provided incorrect information in its order, including an incorrect address.
    b. The Customer did not attend a confirmed scheduled appointment.
    c. The Customer was unresponsive to calls or emails.
    d. A site readiness requirement was not fulfilled by the Customer.
2. The SLA clock may also be suspended as identified in Attachment C – Service Level Agreements.
3. The Contractor shall troubleshoot to the fullest extent feasible, whether or not the SLA clock is suspended.

3.18.4 Contractor SLA Accountability

1. SLAs apply regardless of whether the violation was a result of human error, poor engineering design, tardy dispatch, dispatch without required repair or diagnostic tools, exceeding the scope of an approved maintenance change request that causes performance degradation (deterioration in quality, level, or standard of performance of a system, service, feature, or functionality), or any other reason.
2. With the exception of the Contractor's failure to provide the requisite notice (see Section 3.19.4), SLAs will not apply during scheduled upgrade or maintenance windows (including emergency scheduled maintenance). SLAs will apply for all other service element impacts during and after the scheduled maintenance window.
3. DMS will make the final determination on the Contractor's compliance with SLAs.

3.18.5 Compliance Report

1. The Contractor shall deliver a timely and comprehensive SLA Compliance Report on a monthly basis. The Contractor shall provide backup detail (justification) to DMS upon request. Final acceptance of this report is at the sole discretion of the DMS Contract Manager. The report will be provided to the DMS Contract Manager. **Attachment C, SLA-B3.** The SLA Compliance Report must:
    i. allow DMS to assess performance against measurable service levels;
    ii. include all SLAs in Attachment C – Service Level Agreements;
    iii. state "N/A" for SLAs for which no services have been delivered during the Implementation Phase;

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iv. not be locked or password protected;
v. include adequate documentation, as determined by the Department, to demonstrate the Contractor's reported monitoring; and
vi. be approved by DMS with regard to format, content, and level of detail.

2. If the SLA Compliance Report fails to accurately reflect an SLA violation, additional information may be utilized by the Department in determining SLA compliance in the Department's sole discretion.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.19 Customer Support

This subsection is applicable to both WVS and WDS.

The Contractor shall provide the following to the Department's designated recipient(s):

1. Monthly Escalation Activity Reports. This report must be provided on a monthly basis and detail the number of calls and emails related to requests for escalation assistance for technical and administrative support. The format must allow DMS to understand the relative importance of the issues within the escalation queue. Relative importance could be determined by the number of devices impacted or the length of time the Customer has been attempting to obtain a resolution to the issue. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B4.**
2. Quarterly Zero Usage Reports. This report must include a high-level summary of End-user devices that show no usage (i.e., zero minutes, zero texts, and zero data) for three (3) consecutive months. The format, content, and level of detail must be approved by DMS. The report will be provided to the DMS Project Manager. **Attachment C, SLA-B5.**
3. Escalation Procedure and Escalation Procedure Updates. This procedure must be developed and employed for unresolved network issues, Customer issues, or concerns that are not addressed in a timely manner. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved issues or issues that have been outstanding for more than ten (10) business days. Escalation procedures are to be updated by the Contractor when either DMS or the Contractor identify the need for an update. **Attachment C, SLA-B6.**
4. Notifications. Notifications must be for provided for planned, emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) a planned maintenance which may potentially cause a service outage; 2) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 3) unplanned maintenance for significant unplanned

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maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA-B7, B8, and B9.**

5. Customer Support Team. The Customer Support Team shall address situations on a daily basis that have not been addressed within the customer support processes.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the process which will allow DMS to support its Customers and End-users with timely notifications.
3. Describe the corporate commitment to providing DMS the information it requires for notifications on significant performance impacts to WVS and WDS.
4. Describe the corporate commitment to providing DMS the necessary Customer Support Team staffing (resources) for escalations to address situations not readily addressed within the operational processes.
5. Describe the use of an escalation procedure related to situations which have not been addressed within the normal customer support processes.

[Enter the response here as needed to provide a complete response]

3.20 Contractor's MCS Portal

This subsection is applicable to both WVS and WDS.

The Contractor shall provide an easy-to-use MCS portal that allows Customers to manage their End-user WVS and WDS devices, device management, and associated services. At a minimum, the portal must allow Customers' designated administrators to view the specifics of and add, change, and cancel devices and services. As changes are made, corresponding billing changes must take place automatically.

The Contractor is responsible for the general content and management of and for hosting the portal. All MCS-specific content must be approved in writing by the DMS Product Manager before publication.

The Contractor's MCS portal must include, at a minimum:

1. service definitions;
2. available features and options;
3. training materials;
4. product support information;
5. ordering procedures;

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6. user guides;
7. whitepapers;
8. equipment definitions and specifications;
9. maintenance information;
10. product configuration options;
11. diagrams; and
12. other information approved in writing by the DMS Product Manager.

Given the statements in this subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - As needed to provide a complete response]

3.21 Devices

This subsection is applicable to both WVS and WDS.

The Contractor must provide all applicable software and firmware for each device offered under the Contract and corresponding support. The Contractor must provide a link to the manufacturer's website where Customers can download current software updates/releases and software version release notes. The Contractor must work with the Customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under MCS must be certified by the Contractor to operate with the performance parameters claimed by the manufacturer. The Contractor will remove any device that does not meet the manufacturer's and the Contractor's performance claims from the Vendor's Device List.

1. Excluding activations involving number portability, the Contractor shall ship in-stock devices (including replacement devices) activated, registered, and ready-for-use.
2. If the Contractor is unable to ship in-stock devices, or if a device is out-of-stock, the Contractor must notify the Customer.
3. Account changes made in the MCS portal should be automatic, and account changes made by phone or email should be within one (1) Business Day, with the exception of devices that are out of stock or otherwise unavailable, and excludes account changes involving number portability.
4. Shipping and handling fees are the responsibility of the Contractor, except for emergency and/or expedited orders. During the ordering process, Customers have the ability to approve related expedite fees prior to shipment. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.
5. The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the

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Customer. The Contractor shall provide expedited 24-hour delivery as requested by the Customer for new, replacement, and upgrade devices.

6. The Contractor may invoice the Customer an expedite charge.
7. The Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Within five (5) Business Days of a Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return.
8. The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Within five (5) Business Days of the Customer's request, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item. Delivery of correct items will be at no cost to the Customer.
9. The Contractor shall not impose any restocking fee under any circumstance.
10. Device provisioning errors must be corrected by the Contractor.
11. The Contractor shall not provide salvaged, distressed, outdated, or discontinued merchandise.
12. The Contractor shall obtain and pass through to the Customer any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing all minimum requirements listed above.

[Enter the response here – 250 words]

3.22 Cooperation with Other Contractors

This subsection is applicable to both WVS and WDS.

The Contractor must fully cooperate with DMS, Customers, and other contractors providing telecommunications services to the State. The Contractor must not commit or permit any act which will interfere with the performance of work by any other Contractor or Customers.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.
2. Describe the corporate commitment to interact and work collaboratively with other Contractors and subcontractors, creating a team of SUNCOM service providers.

[Enter the response here - 100 words]

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3.23 Customer Migration

This subsection is applicable to both WVS and WDS.

This subsection addresses the migration to services under this Contract. **Attachment C, SLA-B10.**

The Contractor shall:

1. Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c).
2. Assist as necessary to migrate existing Customers to this Contract.
3. Not charge any non-recurring charges as part of the migration.
4. Not charge for service activations and SIM cards.
5. Provide end-users with the option to maintain their existing cellular device(s) and/or phone number(s) at no charge.
6. Coordinate and communicate with DMS and Customers throughout all aspects of the migration.
7. Complete the migration in one-hundred and twenty (120) calendar days.
    a. For incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers are identified as either migrated or no longer receiving services from the Contractor.
    b. For non-incumbent Contractors, this commences with DMS acceptance of the Services Infrastructure Checklist and ends when all Customers identified as purchasing services from the non-incumbent Contractor are migrated.
    c. Migration does not include new Customers or Customers changing their services after migration.

Given the statements in this subsection:

1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above.

[Enter the response here – 1,000 words]

3.24 Transition for Future Iterations of this Service

This subsection is applicable to both WVS and WDS.

This subsection defines requirements associated with the end of the Contract to transition to the replacement contract for future iterations of these services or similar services.

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The Contractor shall provide transition duties until all Customer services have been transitioned, migrated, or discontinued and the Contractor has billed Customers their final invoices and resolved all disputed charges.

The Contractor shall develop and implement a transition plan and perform all tasks identified in the plan in a timely manner to mitigate service disruptions (see subsection 3.23).

The Contractor shall participate in meetings with the State, Customers, and other service provider(s) as reasonably required by the State in planning for the transition.

There shall be no additional cost to DMS or Customers for transition activities.

The Contractor shall timely and consistently coordinate and communicate with DMS and Customers, and other service providers, throughout all phases of the transition to ensure an orderly and efficient transition of services to any replacement contract.

The Contractor will be required to perform end-of-service transition activities, which may take place at any time during the Contract term, and end-of-Contract transition services prior to the expiration or termination of the Contract. The full transition of existing services to replacement services and contracts is hereby explicitly made a criterion for completing the Contract Transition Plan.

Upon request by DMS, the Contractor will be required to submit a transition plan for services within sixty (60) days with sufficient detail for DMS's review and approval. DMS reserves the right to request modifications. The plan must include and describe in detail:

1. How the transition will be accomplished in the least disruptive way.
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during the transition, including any restrictions and/or limitations.
3. The Customer impact and the Contractor's commitment to minimizing any impact (e.g., business needs, complexity of service, services impacted by special programs, etc.).
4. Identification of tasks dependent upon the State's data or resources.
5. Identification of all Customers by service type and unique product identifier.
6. Plan for transparent transition of services to support the continued billing, collection, and remittance of cost recovery rate for services.
7. Use of industry-accepted project management methodology throughout the transition process.

Overlapping services may be required when transitioning from one large infrastructure to another, and transition may take multiple years to complete. DMS will not be obligated to maintain Contract services for any set number of users or locations during the transition.

The Contractor is required to work with DMS, Customers, and any other DMS contractor as expeditiously as possible in order to transition.

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The Contractor agrees to:

1. Cooperate with all entities to ensure an orderly and efficient transition of services. These efforts include taking all necessary steps, measures, and controls to ensure minimal disruption of services during the transition.
2. Maintain staffing levels that are sufficient to handle a smooth, complete, and expedient transition.
3. Transfer all applicable knowledge, including, but not limited to, the devices, software, and third-party Contract services.
4. Provide all data related to the delivery of services, requested by DMS, that is not a tangible or intangible licensed product that existed before Contract work began. The Contractor shall bear the burden of proving existence before Contract work began, including, but not limited to, databases and other repositories of information (for example, operational, user, and administrative information).
5. Upon request, promptly deliver to DMS, whether or not previously made available, all up-to-date guides, manuals, and training materials including operational, user, administrative, and any other guides and procedures the Contractor follows. All documentation created for the purpose of supporting, operating, maintaining, upgrading, and enhancing services, including, but not limited to, design documents and device configurations for services, shall be promptly delivered to DMS upon request, whether or not previously made available.
6. Assist DMS and any other DMS contractor with the planning and installation of any services to facilitate business continuity.
7. Respond promptly and completely to all questions related to the transition.
8. Provide all services and functions necessary for a complete, smooth, and expedient transition.
9. Assist the Department with the installation of network-to-network connections to facilitate continuity for MCS sites. Network-to-network connections will be paid for by the Department.

At the time DMS initiates the transition plan, the Contractor shall provide the DMS Contract Manager a weekly Transition Status Report. The report shall include all impacted Customers. The format, content, and level of detail must be approved by DMS.

After each End-user service transition is completed and the transition status and the billing account status both achieve 100% completion on the Transition Status Report for two (2) consecutive weeks, the Contractor may delete the service line item from the next weekly Transition Status Report.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.25 Contractor Meetings with DMS

This subsection is applicable to both WVS and WDS.

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This subsection includes requirements applicable to subsections 3.26.1 through to and including 3.26.4.

The Contractor is required to attend all meetings referenced in this section plus ad hoc meetings as DMS deems necessary. Meetings will be held either at the DMS offices in Tallahassee, Florida or virtually. DMS may, at its sole discretion, require the Account Manager and other Contractor's staff attend the meeting in person or allow remote attendance via a mutually agreed-upon conferencing service. For virtual meetings the Contractor will be responsible for providing the video conference call bridge.

For all meetings referenced herein, the Contractor is responsible for the business and administrative tasks associated with the meetings, including, but not limited to, creation of a meeting agenda developed in conjunction with DMS, preparing of any materials, meeting minutes, and other meeting planning efforts. SLA violations include, but are not limited to, inadequate participation of required staff and inadequate preparation. Meeting preparation must include background materials and reports.

3.25.1 Weekly Conference Call

The Contractor shall initially participate in a weekly conference call with DMS to discuss and provide status updates on all open or unresolved issues in the escalation queue. It is the responsibility of the Contractor to coordinate and initiate the call at a time acceptable to the Department's staff. The call frequency is expected to be modified by DMS to monthly or quarterly during the initial Contract term, which is in DMS' sole discretion and dependent on implementation and migration.

3.25.2 Monthly Operational Meetings

The Contractor is required to hold monthly meetings with DMS to review and audit, at a minimum, customer support, escalations, security, and SLA reporting services. These meetings may include, but are not limited to, discussions of the network and all of its services, review of operational concerns, technical updates/changes, SLA Compliance Report, Escalation Activity Report, Direct-Billed Monthly Report, Direct-Billed Quarterly Report, security, policy, design, and administrative topics. While there will be discussions of current and future services, these meetings are not sales meetings. Agendas for these meetings will include operational and administrative items, including, but not limited to, review of operational concerns, reviewing and auditing phone tree accuracy, updates to the staff notification process, and any proposed operational changes.

3.25.3 Project Management Monthly Review Meetings

The Contractor is required to hold monthly meetings with DMS for project management during the Project Implementation Phase. **Attachment SLA-C1.** The Project Implementation Phase

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starts with DMS acceptance of a completed Services Infrastructure Checklist. The Contractor will set the agendas for these meetings, which will include, at a minimum, details of the previous period's achievements, the progress on upcoming and existing activities, changes, identified risks and recommendations to mitigate risk, forecasts, project progress, a list of discussion points, and action items with the associated responsible party and due date.

3.25.4 Project Implementation Phase – Project Kickoff Meeting

The Project Kickoff Meeting will take place during the Project Implementation Phase within thirty (30) days of Contract execution. **Attachment SLA-C2.** The agenda for this meeting will include, at a minimum, introductions, review of staffing roles, and review of project scope. The Contractor's Key Required Staff are required to attend the Project Kickoff Meeting.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

3.26 Project Management

This subsection is applicable to both WVS and WDS.

The Contractor must provide project management services in accordance with the DMS regulations set forth in Chapter 74-1, F.A.C., for Project Management.

All Project Management documents must be submitted as either a Microsoft Word 2016 (or higher) document or Adobe pdf. The Project Management Implementation Schedule shall be submitted as a Microsoft Project document. All project management documents will be submitted to the DMS Contract Manager.

The following subsections contain the minimum requirements for MCS Project Management:

3.26.1 Project Management - Project Charter and Project Management Plan

1. The Contractor shall create a Project Charter (see **Attachment C, SLA-D1**). The Project Charter must formally authorize the existence of a project and provide DMS and the Contractor's Project Manager with the authority to apply organizational resources to project activities. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. The Contractor shall create a Project Management Plan (see **Attachment C, SLA-D2**). The Project Management Plan must describe how the project is monitored, controlled, and executed. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

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The plans listed below are additional components of the Project Management Plan. However, the plans listed below are deliverables separate from the Project Management Plan and subject to final acceptance by DMS.

3. Readiness Plan. (See **Attachment C, SLA-D3**.) The Contractor must deliver a detailed organizational Readiness Plan and associated plans that outline a readiness methodology, approach, activities, dependencies, and assumptions for key stakeholders to successfully support project activities.

4. Communications Management Plan. (See **Attachment C, SLA-D4**.) The Contractor must develop a Communications Management Plan that defines all communication touch points between the Project and all impacted stakeholders. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

5. Risk Management Plan. (See **Attachment C, SLA-D5**.) The Contractor must submit an acceptable Risk Management Plan that defines all potential areas of Customer and Department risk and the related risk strategy.

6. Requirements Management Plan. (See **Attachment C, SLA-D6**.) The Contractor must submit an acceptable Requirements Management Plan. The Contractor is responsible for managing all business requirements, including confirmation, design, development, testing, and validating that they are ultimately met during implementation. The Contractor's Project Manager will work with DMS to develop and administer a plan to effectively manage requirements throughout the Project.

7. Disaster Recovery Plan. (See **Attachment C, SLA-D7**.) The Contractor must deliver a detailed Disaster Recovery Plan and associated plans that outline a disaster recovery methodology, backup procedures, recovery plan, restoration plan, rebuilding process, testing of the disaster recovery plan and record of plan changes. The plan will include the following, at minimum:
    1. Plan Objectives.
    2. Assumptions.
    3. Definition of Disaster.
    4. Recovery Teams.
    5. Team Responsibilities.
    6. Internal and External Communications.
    7. Federal, State, Local Roles and Responsibilities.
    8. Services Restoration.
    9. Support Timeline.

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3.26.2 Project Management - Implementation Phase

The Project Implementation Phase starts after DMS acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist. Each of the items described in this section is a deliverable that must be submitted to, and accepted by, the DMS Project Manager.

1. Project Management Implementation Phase Schedule. The Contractor shall create a Project Management Implementation Phase Schedule. **Attachment C, SLA-D8.** The document must be baselined, be resource loaded with predecessors, successors, durations, costs, and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI), and updated every two (2) weeks as needed until the completion of the Project Implementation Phase. This must be accompanied with a narrative which includes the current status of the project, actions that have taken place in the last two (2) weeks, any new risks and their associated risk mitigation plans, any new issues, identification of any tasks more than ten percent (10%) behind schedule, and a plan to complete the task(s).

   The Contractor shall create and maintain a Microsoft Project 2016 (or higher) schedule to incorporate all project activities to the agreed-upon work breakdown structure level. The schedule must include, at a minimum, task durations, start and finish dates (baseline and actual), predecessors and successors, resources, deliverables, and milestones, and must calculate CPI and SPI earned value metrics. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

2. Project Management Tracking Logs (Risks, Issues, Action Items, Decisions, and Operational Changes requested). The Contractor shall create Project Management Tracking Logs (tracking logs.) **Attachment C, SLA-D9**. These are updated as necessary, as determined by the Contractor and DMS.

   The Contractor must identify, assess, document, and recommend mitigation strategies by updating and submitting to DMS the tracking logs at a minimum of bi-weekly to reduce project risks and issues. The deliverable must meet the Project Risk and Complexity Category 4 requirements of Chapter 74-1, F.A.C.

3. Project Status Report. The Contractor shall create Project Status Reports. **Attachment C, SLA-D10**. The Contractor must provide bi-weekly Project Status Reports, which are due via email to the DMS Contract Manager each Thursday by 5:00 PM Eastern Time, and must include:
   a. A narrative description of significant project activities that have been conducted or are underway.
   b. The progress-to-date on project activities.

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c. An explanation of any tasks/activities that are behind-schedule and a plan to bring them current.
d. Notification of issues or risks that have been encountered and their resolution or plan for future resolution.
e. Upcoming deadlines.

3.26.3 Project Management - Guides

The Contractor shall create the following guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

1. WDS and WVS Operations Guides. The Contractor shall create and maintain WDS and WVS Operations Guides describing the operational relationship between the Contractor and DMS. The guides must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guides must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

2. WDS and WVS User Guides. The Contractor shall provide WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

3.26.4 Project Management - Closure

The Contractor shall create project closure documentation. (See **Attachment C, SLA-D12**.) The project closure documentation must include a lessons learned document, final schedule, and retrospective of the project.

3.26.5 Project Management - Implementation Plan and Customer Specific Migration Plans

1. Implementation Plan. The Contractor must submit a detailed Project Implementation Plan to the Contract Manager. (See **Attachment C, SLA-D13**.) The Implementation Plan must address all activities in the Project Implementation Phase, which starts after the acceptance of the Project Charter and ends with DMS acceptance of a completed Services Infrastructure Checklist.
    a. The Implementation Plan must outline an implementation, approach, activities, dependencies, and assumptions for key stakeholders to support a successful project implementation. The Implementation Plan shall include, at a minimum:
        i. Schedule of activities, including all Services Infrastructure Checklist Activities.

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ii. Resource allocation.
iii. Implementation and migration preparation planning and impact analysis.
iv. Network support.
v. Operations Centers (operational and security).
vi. Day-to-day operational support services.
vii. Training – cross reference training section.

b. The Contractor shall provide weekly reporting regarding migration. **Attachment C, SLA-D14**. The reporting, which shall exclude any information regarded as Customer Proprietary Network Information (CPNI), should detail the number of current End-users per agency/entity, the progress of migration, and note any End-users that have notified the Contractor they will no longer be using its service. This report shall include details on the Contractor's communication with Customers regarding notification of this Contract and required Customer actions. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Services Infrastructure Checklist and ending when all End-users are identified as either migrated or no longer receiving services from the Contractor. The format, content, and level of detail must be approved by DMS.

c. Non-Incumbent Contractors shall provide weekly reporting regarding migration. **Attachment C, SLA-D15**. The reporting, which shall exclude any information regarded as CPNI, should detail the number of End-users identified as purchasing services from the Non-Incumbent Contractor per agency/entity, and the progress of migration. The reporting shall include details on Contractor's communication with Customers regarding notification of this Contract. This report is due to the DMS Contract Manager on a weekly basis, commencing with the completion and DMS acceptance of the Infrastructure Checklist and ending when all End-users identified as purchasing services from the Non-Incumbent Contractor are migrated. The format, content, and level of detail must be approved by DMS.

2. Individual Customer-Specific Migration Plans. The Contractor must submit these plans in accordance with the requirements in this section to DMS and the Customer. **Attachment C, SLA-D16**. The Contractor will be responsible for creating Individual Customer-Specific Migration Plans as each existing and new Customer migrates to MCS, which shall exclude any information regarded as CPNI. Additionally, a migration plan may be required if a Customer undertakes a significant or complex change in how it operates under MCS. These plans will vary based on the proposed service and the complexity of the service migration, but must include, at a minimum:
    i. Schedule of activities, which is consistent with the Project Implementation Phase schedule.
    ii. Resource allocation.
    iii. Migration and preparation planning.
        1. Impact analysis.

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2. Stakeholder communications plan.

iv. Migration management.

v. Training – cross reference training section.

Given the statements in subsection: 1. Describe in detail the proposed offering for this subsection, addressing the minimum requirements listed above. [Enter the response here - 500 words]

3.27 Project Management - Services Infrastructure Checklist

This subsection is applicable to all Contractors.

The Contractor must complete the Services Infrastructure Checklist provided below in accordance with this subsection and submit the checklist to the DMS Contract Manager and DMS Product Manager. **Attachment C, SLA-D17.** The Contractor will be required to complete a series of readiness activities before DMS accepts services, systems, and processes as ready for production. The Project Implementation Phase will close only when all items on the Services Infrastructure Checklist are complete and accepted by DMS in writing. Upon request, the Contractor will be required to provide DMS any documentation necessary to demonstrate Contractor's compliance with the Services Infrastructure Checklist prior to DMS written approval of the Final Services Infrastructure Checklist. The Contractor shall not deliver any services to Customers until the Project Implementation Phase is closed. The Contractor may engage with Customers for planning purposes before the close of the Project Implementation Phase.

All requirements on the Services Infrastructure Checklist must be fulfilled in accordance with the Contract including, but not limited to, the SOW. Additional requirements may be added to the Services Infrastructure Checklist at the discretion of DMS.

DMS must approve in writing all items listed in the Services Infrastructure Checklist before the Contractor is permitted to charge for any service or device to Customers. The timeline for the Contractor's completion of the Services Infrastructure Checklist will be approved in writing by the DMS Project Manager during development of the project Implementation Plan. Any changes to the Services Infrastructure Checklist, including requirements and timeline, must be approved in writing by the DMS Project Manager, in DMS' sole discretion.

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Infrastructure Checklist	
Section Reference	**Requirement**
SOW Section 2	
2.1 - 2.6	All required key staff positions have been filled with individuals who possess the required minimum qualifications, and the final Staffing Organizational Chart has been approved by DMS.
2.7	The Contractor has demonstrated that its Customer Support Team is staffed and trained.
SOW Section 3	
3.5	Contractor's closed user group isolation method is developed and approved by DMS.
3.6	The Network-to-Network Interface is operational.
3.7	Closed user group traffic successfully mapped into MFN and as permitted is able to access the internet via the MFN firewall.
3.8	MCS traffic is routed directly to the internet.
3.9	A test plan has been finalized, and an interconnection failover for each IPsec tunnel between the primary and secondary VPN concentrators has been successfully tested.
3.12	Security and fraud services are ready for production.
3.13	Processes related to test and demonstration accounts for WVS and WDS are final.
3.14	Emergency services programs are ready for production.
3.16	Design characteristics have been reviewed and are ready for production.
3.17	Reports and reporting options are ready for production.
3.18	SLA processes are ready for production.
2.7 and 3.19	The Customer Support Team is staffed and trained.

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3.20	The Contractor's portal is operational.
3.21	The Contractor has provided the link to the manufacture's website. The Contractor has provided its EUPL and Vendor's Device List.
3.26.1 (1)	The Contractor has provided an acceptable Project Charter.
3.26.1 (2)	The Contractor has provided an acceptable Project Management Plan.
3.26.1 (3)	The Contractor has provided an acceptable Readiness Plan.
3.26.1 (4)	The Contractor has provided an acceptable Communications Management Plan.
3.26.1 (5)	The Contractor has provided an acceptable Risk Management Plan.
3.26.1 (6)	The Contractor has provided an acceptable Requirements Management Plan.
3.26.1 (7)	The Contractor has provided an acceptable Disaster Recovery Plan.
3.26.3 (1)	The Contractor has provided the WDS and WVS Operations Guides
3.26.3(2)	The Contractor has provided the WDS and WVS User Guides
3.26.5(1)	The Contractor has provided the Implementation Plan.
SOW Section 4	
4	Public safety services are ready for production.
SOW Section 5	
5.4	The Contractor is ready to implement transactions utilizing the DMS approved method of implementation in CSAB.
5.7	The Contractor has demonstrated the ability to provide CSAB billing account and user management activities.
5.9	The Contractor has demonstrated the ability to maintain a corresponding inventory.
5.10	The Contractor has demonstrated the ability to invoice DMS for all fulfilled orders.
5.11	The Contractor has demonstrated the ability to provide a detailed invoice substantiation file and do so in a mutually agreed upon secured delivery method.

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SOW Section 6	
6	The Contractor has demonstrated the MFMP Punchout catalogs are ready, and the Contractor is ready to accept orders through MFMP.

No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

4. Public Safety Service Plans and Devices

The requirements of this Section 4 are only applicable if the Contractor is providing public safety services, as identified in the Contractor's BAFO. If applicable, must adhere to all minimum requirements of this SOW, including those of this subsection.

4.1 Deployable Technologies

The Contractor must have mobile communication units that are deployable technologies. Generally, the Contractor will deploy these mobile communication units during emergency situations to the affected area. The Contractor will install these units during emergencies and may use existing satellite, microwave, or radio systems for backhaul. The Contractor must have a robust regionalized deployable strategy, ensuring that deployable network equipment is available and fully operational, with the required backhaul and/or networking capabilities, throughout the State. The Contractor must coordinate and cooperate with DMS, and any federal, State, or local emergency management agency in providing for emergency communications services, including the Department of Emergency Management, and all other entities that are part of the ESF-2 function.

These deployable technologies are generally characterized as the following:

1. Cell on Wheels: a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
2. Cell on Light Truck: A cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller.
3. System on Wheels: a full base station and controller on a trailer/truck/big rig/etc. This is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no internet connectivity.
4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' above ground level), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area

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coverage. Similar waterborne vehicles include remotely operated vehicle and unmanned underwater vehicle.

5. Other systems: Includes, but is not limited to, vehicular network systems and man-packs.

4.2 Local Control

The Contractor must provide priority and preemption to public safety entities during times of emergency. The priority and preemption will be determined and invoked by the public safety entities through a local control portal. The local control portal shall allow the Customer to enact and deactivate priority and preemption, which shall be controlled by authorized Customers.

The Contractor's public safety service plans and devices must not be throttled during an emergency.

4.3 Local control portal

In addition to the requirements of subsection 3.20 Contractor's MCS Portal, the Contractor shall provide a public safety portal (dashboard). The information held in this dashboard shall include, but is not limited to, the status of the Statewide network and alerts on outages. All features and functionality shall be available to DMS in real-time at all times. The number of DMS dashboard users shall be determined by DMS, and each user shall have a unique log-in and password.

4.4 Public Safety Standards

Public safety service plans and devices shall be in compliance with 3rd Generation Partnership Project Technical Specification 33.180.

The Contractor's public safety service plans and devices must perform to the most recent version of the standards described in TL-9000 Quality Management, ISO 9001, ATIS-100009 Overview of Standards in Support of Emergency Telecommunications Service, ITU-T Y.1271 framework on network requirements and capabilities to support emergency telecommunications over evolving circuit-switched and packet-switched networks.

4.5 Demonstration Devices

Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide wireless demonstration equipment (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of sixty (60) Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor. The Contractor will coordinate directly with any other State agencies regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

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4.6 Public Safety Customer Support

The Contractor must provide a dedicated help desk number for support of its public safety service plans and devices.

The Contractor must develop and abide by an escalation procedure specific to public safety real-time network issues and public safety End-user issues. The procedure must include names, titles, phone numbers, and email addresses of contacts in the Contractor's public safety escalation chain. The Contractor shall notify the DMS Product Manager in writing of any unresolved user issues or real-time network issues that have been outstanding for more than ten (10) Business Days.

The Contractor should limit access to the public safety plans to only Customers that are Public Service Entities as recognized by the First Responder Network Authority.

4.7 Public Safety Reporting

The Contractor shall timely provide a monthly Public Safety Service Plans and Devices Report to the Department's Contract Manager. **Attachment C, SLA-E1**. The report shall contain public safety Customer agency, End-user usage, End-user devices, rate plans, and any other related information DMS requires. This report shall not include any information that is considered CPNI. The format, content, and level of detail must be approved by DMS.

4.8 Public Safety Marketing

In addition to any other Customer webpages required by this SOW, the Contractor shall provide specific information on its MCS portal related to its public safety service plans and devices. This should include, at a minimum, information on ordering, devices, apps, service offerings, and accessories.

The Contractor shall provide the Department with a copy of all materials used by Contractor, and its subcontractors, to promote or advertise public safety specific service plans and devices to Florida's public safety user community. The Contractor will submit this information to the DMS Project Manager once per quarter, or as requested by DMS.

Mission critical Push-to-Talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical," as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the Contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department.

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this subsection.

5. Business Operations

All services can be direct ordered by the Customers via email, phone call, or the Contractor's MCS portal. The Contractor shall also accept orders through CSAB and MFMP. Billing may be through CSAB or direct billed to the Customer. DMS shall make the final determination on which services are ordered and / or billed through CSAB, MFMP, direct ordered, or direct billed.

This subsection is applicable to DMS-billed services, unless otherwise stated.

5.1 General Description of the SUNCOM Business Model

In accordance with subsection 282.703(2), F.S., DMS has developed a system of equitable billings and charges for Customers. The CSAB system is the ordering, billing, incident management, and inventory system referred to in Chapter 60FF-2, F.A.C., that the Contractor is required to utilize.

When Customers log-in to CSAB, they can perform the following functions:

1. Establish and maintain Customer accounts.
2. Manage billing accounts.
3. View a comprehensive list of available MCS offerings.
4. Place orders.
5. View their complete inventory of services and invoices with associated and detailed charges.

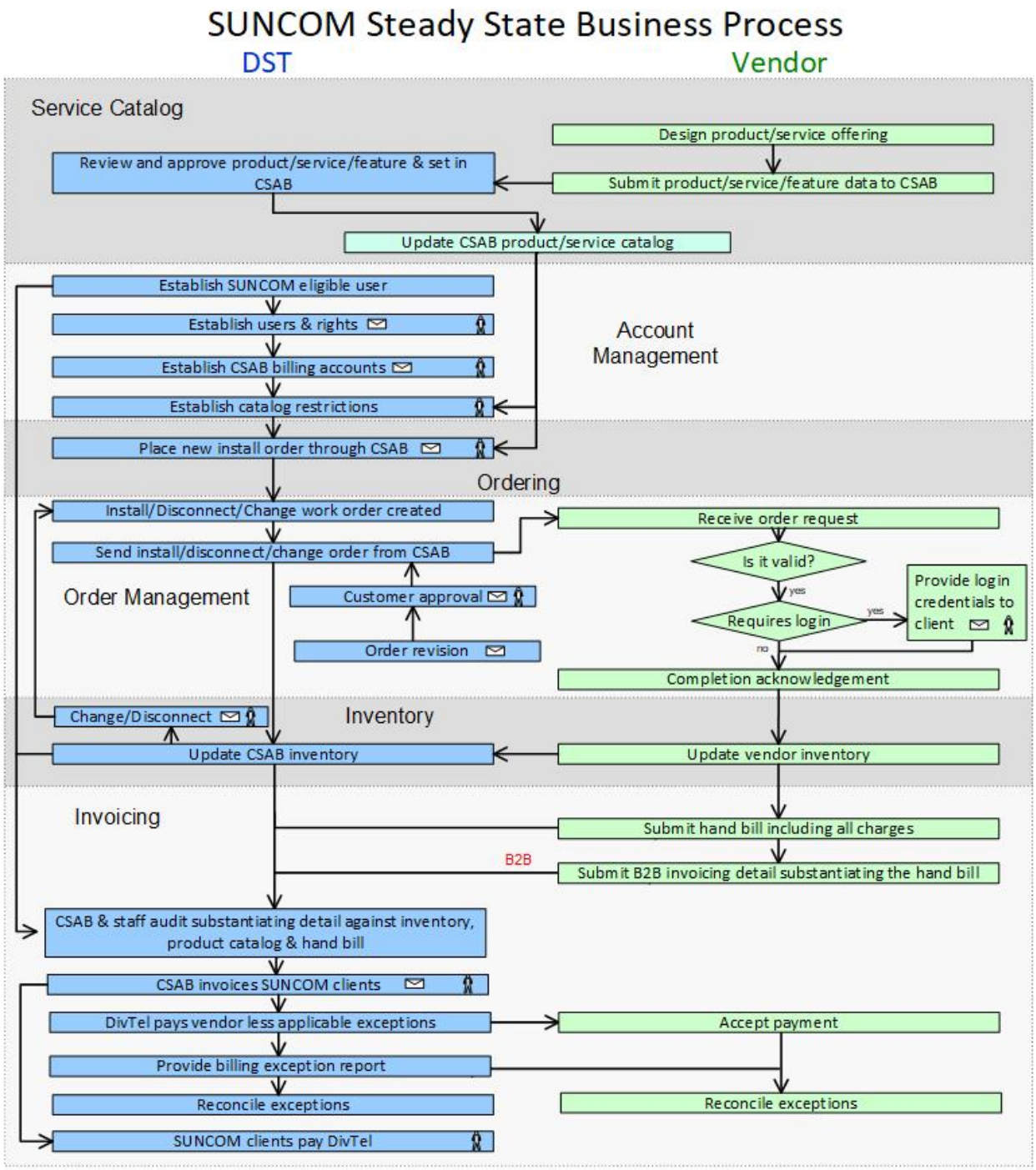
For DMS-billed MCS accounts, the Contractor will bill DMS monthly for services rendered to all Customers and provide DMS with substantiating details in electronic files (for example, comma delimited). The Contractor will include in the substantiating detail charges with unique identifiers for each transaction (for metered services) and service account.

5.2 Communications Service Authorization and Billing Transaction Flowchart

The Contractor will use seven (7) Business-to-Business (B2B) transactions between DMS and Contractor, as depicted on the next page:

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B2B means a Business to Business electronic messages, batch files and/or Application Program Interfaces (APIs) exchanging all of the electronic data necessary to the transaction. CSAB will provide alternative manual input options to the vendor for low volume transactions, but will not manually input any data on behalf of the vendor.

SUNCOM Client action required SUNCOM Client notified

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5.3 Communications Service Authorization and Billing – Official Record

CSAB is the authoritative source of all data. The CSAB system is the official record of the inventory and costs of SUNCOM services, including MCS. If the Contractor claims any inaccuracies in CSAB data, the data will be considered accurate unless substantially proven otherwise, at DMS' sole determination.

The Contractor shall not enable or ask DMS or Customers to input ordering and/or invoicing data into CSAB on behalf of the Contractor.

5.4 Communications Service Authorization and Billing - Interface with Contractor

The Contractor shall use Application Programming Interfaces (APIs) to implement transactions between CSAB and the Contractor. DMS will test and approve the interface prior to Contractor accepting orders for services and devices. The following requirements apply with regard to the Contractor's APIs with CSAB:

1. The Contractor's API enables data transfer between CSAB and the Contractor's system.
2. When data is sent from CSAB, the Contractor's API must send back an acknowledgement to CSAB.
3. The Contractor's API will perform functions automatically at near real-time.
4. The Contractor shall develop and maintain functional crosswalks between the Contractor's system and CSAB, which maps the data elements in CSAB to equivalent data elements in the Contractor's system. The Contractor will also support DMS' efforts to create functional crosswalks.
5. It is the Contractor's responsibility to ensure data has been received by CSAB, including resending data that has not been acknowledged by CSAB.
6. The Contractor shall provide a testing environment for quality assurance, accessible by DMS.

5.4.1 Batch Routines

The second method the Contractor shall utilize to implement transactions with CSAB is through batch routines, which are periodic exchanges of data files containing a large number of records. An example of a batch routine is monthly delivery of invoicing substantiation files (B2B-6), due to the large volume of data.

5.4.2 Manual Review and Data Entry by Contractor Staff

The third method the Contractor may utilize to implement transactions within CSAB is by manual review and data entry. The Contractor can use CSAB screens to view a submitted order from a Customer and mark that order as fulfilled, rather than use B2B-3 and B2B-4 transactions.

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The Contractor shall only use manual review and data entry as a method of last resort and only with prior written approval by DMS Contract Manager. The Contractor shall not use manual review and data entry for invoicing substantiation (B2B-6).

5.5 Communications Service Authorization and Billing Service Catalog

MCS services and devices must be approved by DMS and entered into the CSAB Service Catalog prior to making them available for use or purchase by any Customer. DMS will have sole discretion over the CSAB Service Catalog and any updates.

The Contractor shall use the following three (3) types of charges for the billing of MCS services:

1. One-time charge: a single payment for a service or item (e.g., hardware installation).
2. Monthly charge: monthly fixed and recurring charge
3. Metered charge: incremental charge based strictly on usage of the service (e.g., data overage charges).

The Contractor shall comply with the requirements of Chapter 60FF-2, F.A.C., in its use of CSAB.

5.6 Taxes and Government Sanctioned Fees

The Department and Customers do not pay State or federal taxes. Taxes are defined here to include payments that the Contractor is required to collect by law and pay to public entities.

Government-sanctioned surcharges and fees, if the Customer is not exempt, must be collected by the Contractor and may be payable by the State. Any new or modified government-sanctioned surcharge or fee must be provided to DMS for review and approval. If approved, the Contractor can then submit a request to update the CSAB Service Catalog.

The standard process whereby the Contractor submits a request for inclusion of services in the CSAB Service Catalog and DMS approves them must be implemented for a new or modified surcharge or fee with the following additional requirements:

1. The catalog item must be tagged as a government-sanctioned surcharge or fee.
2. The description field provided by the Contractor must clearly identify the surcharge or fee.
3. The Contractor must provide the DMS Contract Manager with information sufficient for DMS to develop formulas that replicate the charges through calculations against invoicing substantiation data. The DMS Product Manager will approve the Contractor request if the update to the CSAB Service Catalog is in accord with the amendment.
4. The surcharge or fee must be billed at the inventory ID level and not billed as a lump sum.
5. The Contractor must give DMS advance notification of anticipated surcharge or fee changes with the DMS-approved effective date the charges will be incurred and the amount/percentage.

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Non-government sanctioned surcharges and fees, such as activation fees and termination fees, are not chargeable under this Contract.

5.7 User Access Privileges for the Contractor

The Contractor's user CSAB access privileges must be approved and monitored by a Contractor-assigned CSAB Administrator. User access privileges allow the following functions:

1. Manually receive and closeout orders to the Contractor.
2. Review past orders submitted to the Contractor.
3. Review a robust set of inventory data for services provided by the Contractor.
4. Other access as allowed by DMS.

DMS reserves the right to terminate CSAB user access privileges of any Contractor staff without cause or notice.

5.8 Work Orders

Customer work orders are sent to the Contractor as B2B-3 transactions. The Contractor can log-in to CSAB as prompted by a CSAB email to see submitted orders. The Contractor is required to respond to the Customer with distinct B2B-4 fulfillment data for each item, or service, in a work order. Multiple item orders with only a single order number are not fulfilled until every item is delivered.

Some key data elements in addition to CSAB-assigned Inventory ID are:

1. Order ID – identifies a request for one (1) or more items. This ID is associated with everything in a "shopping cart" when a Customer "checks-out."
2. Work Order ID – is associated with each item request within an order that can be fulfilled separately from the rest of the order and requests action for one (1) Service Installation ID.
3. Installed Option ID – identifies the service, feature, or hardware from the CSAB Service Catalog that was requested in the work order.
4. Service Installation ID – identifies the service account resulting from order fulfillment. It is the unique inventory entry in CSAB and is equivalent to, but not the same as, distinct IDs used by Contractor to track status, usage and charges (e.g., circuit ID, phone number, hardware serial number, etc.).

The Contractor is required to provide all of the required fulfillment data in CSAB.

The Contractor shall not charge the Department for any orders from which key fields data, installation dates, or disconnect dates are missing or incorrect. The effective bill date cannot be more than forty-five (45) days from the date the order is closed. **Attachment C, SLA-G1.**

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Some orders will include configuration data, including IP addresses, to enable establishing closed user groups on MFN.

5.9 Inventory

Every order, and many other actions related to MCS services, is permanently logged into CSAB. This inventory is a basis for DMS audits of Contractor charges; i.e., if a billed service is not in the inventory or the inventory shows it was not active during the invoicing period, DMS will dispute the charge. The CSAB inventory is also a useful tool for DMS, Customers, and Contractor to see what has been ordered, its status, location, cost, any associated comments, etc.

CSAB inventory is structured around key data elements. Inventory records are not valid without these key fields. CSAB by default has primacy when there are discrepancies between the inventories of the Contractor and CSAB.

The Contractor is required to maintain a corresponding inventory as a basis for invoicing DMS. Periodic reconciliation may be implemented between CSAB and the Contractor's inventory through B2B-5 transactions, at DMS' sole discretion. This will avoid waiting until the Contractor invoices DMS to discover these inconsistencies and having to resolve them through billing disputes. DMS will provide for an exchange of inventory data throughout the month using transaction B2B-4. There is no manual substitute for this process.

5.10 Invoicing Requirements

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1**. Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

5.11 Electronic Substantiating Detail File

The invoice substantiation file consists of electronic detail listing all billable services and activities with all unique IDs necessary to be auditable bases for all charges. The detail file must include all charge data on one-time purchases, active service periods, and incremental activities. All charges must be attributable to distinct identifiers for the services as negotiated in the CSAB Service Catalog, and each discrete charge must be distinguished by a service identifier. Metered charges must also include date/time stamps for each billing event and the dates of the billing cycle (start

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and end). The file must be provided to DMS using a mutually agreed-upon, secured delivery method, and mutually agreed-upon format.

5.12 Audit of Contractor Invoices

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within one (1) billing cycle from receipt of dispute. If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.

5.13 Mandatory Interface with the Contractor

All work orders will be submitted to the Contractor via CSAB or similar system as deployed by DMS. Direct billed Customers will interface solely with the Contractor.

5.14 Properly Authorized Work Orders

No WDS will be provisioned unless the Contractor has a properly authorized work order submitted by DMS through CSAB. Direct billed Customers will interface solely with the Contractor.

5.15 General Billing Requirements

The Contractor will maintain a detailed database that uniquely identifies each pricing component. The CSAB Service Catalog contains unit prices and all qualifiers that are applied to unit prices in order to create an unambiguous database of WDS billable line items. A specific billing code shall have only one (1) unit amount.

5.16 Billing Start

The Contractor shall meet the following criteria to complete billing starts:

1. All bills should commence on the 1st and run through the end of the month based on the completion date. Fractional charges are based on the effective bill date.
2. The Contractor cannot retroactively bill for services received before the, the start date of a Purchase Order in MFMP, or is otherwise ordered by the Customer.

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No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

6. Direct Ordering and Billing

This section is applicable to WVS and certain approved WDS items.

The Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM Customers in instances where a vendor or SUNCOM Contractor submitted an invoice directly to a SUNCOM Customer.

The Contractor will accept orders from Customers for all WVS devices, rate plans, and services through MFMP. All direct-billing will be done in accordance with Rule 60FF-2.007, F.A.C. The Contractor will cooperate with the Department and MFMP (and any authorized agent or successor entity to MFMP) to deliver direct-billed WVS devices, rate plans, and services.

The Contractor will work in cooperation with the MFMP vendor. All items available for purchase by any Customer that are listed on the most recent DMS-approved EUPL will be exhibited on the MFMP website as a Punchout catalog for Customers. The MFMP Punchout catalog shall be updated by the Contractor within one (1) Business Day of any updated EUPLs being posted on the Department's website. By acceptance of an MFMP purchase order, the Contractor agrees to all MFMP terms and conditions.

6.1 Services and Devices Sold to Direct-Billed Customers

The Contractor will not make any service or device available to any Customer that has not been approved by DMS. If a new service or device is approved, the Department will add the service or device to the EUPL and provide a SUNCOM price for the Contractor to market to Customers. The Contractor shall not display or represent any other prices to Customers.

6.2 Cost Recovery Rate

The Contractor will charge Customers the established rates, plus the SUNCOM Cost Recovery Rate (CRR). The CRR will be included on all monthly-recurring Contractor's charges and invoices.

The Department will be responsible for providing notification regarding the CRR to Customers. The Department will provide: i) notification on the MFMP website Punchout catalog, and ii) notification in a mutually agreeable format for OEUs not currently ordering through the MFMP website Punchout catalog.

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The Contractor shall provide the Department with the CRR on all services sold to Customers that are direct-billed. The CRR will be assessed on the monthly recurring charges after all discounts, adjustments, and credits are taken into account. Additional charges, including but not limited to devices, taxes, surcharges, or regulatory fees, will not be included in the assessment of the CRR.

The Department may modify the CRR through a written amendment to the Contract with ninety (90) days prior written notice to the Contractor. If mutually agreed upon, modifications to the CRR may take effect earlier than the ninety (90) days.

The CRR will be the same for all Contractors providing MCS. In the event that the Department authorizes a Contractor to collect a lower CRR than on this Contract, the Department will incorporate the lower CRR into this Contract via amendment. The Contractor shall have sixty (60) calendar days after the amendment effective date to charge the CRR on the direct-billed invoices.

The Contractor will remit all funds collected pursuant to the CRR to the Department in the form of a quarterly check. The check will be accompanied with a complete Direct-Billed Quarterly Report. The check will be sent no more than forty-five (45) days after the end of the calendar quarter to cover the cost recovery amounts collected for the previous quarter. **Attachment C, SLA-G1**.

Fees collected for the CRR will be thirty (30) days in arrears after the billing month in which the charges are invoiced on the direct-billed invoice. The Contractor will be required to remit funds associated with this requirement only when payment has been collected from the Customers that are direct-billed under this Contract.

6.3 Contract Association on Direct-Billed Accounts

All direct-billed accounts established with Customers will include a corporate identifier for this Contract assigned by the Contractor in the billing system.

6.4 Monthly Reporting of Direct-Billed Accounts

The Contractor will provide reporting and auditing in accordance with Rule 60FF-2.005, F.A.C. Additionally, the Contractor will provide the Department with an accurate Direct-Billed Monthly Report in an Excel format via e-mail of all direct-billed accounts including, but not limited to: the Customer's billing account name, Customer corporate identifier, number of active lines, total amount of charges, and billing month. **Attachment C, SLA-G2**. This report will substantiate quarterly payments remitted to the Department. In the event a discrepancy is cited, the Contractor will have thirty (30) days from the date of bill close to provide the Department with the data necessary to reconcile the discrepancy. In the event the Contractor cannot substantiate the cited discrepancy, the Contractor will be responsible for payment of the disputed amount within thirty (30) days. Online reporting and auditing via the Contractor's portal may be appropriate, if it meets the requirements of this subsection and the reporting can be exported and saved by the Department. The format of the report is subject to DMS final approval.

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6.5 Quarterly Reporting of Direct-Billed Accounts

On a quarterly basis, the Contractor will provide the Department a Direct-Billed Quarterly Report that aggregates utilization monthly reporting. **Attachment C, SLA-G3**. The report requirements are as follows:

1. The report must be in an Excel format sent via e-mail of all direct-billed accounts, which will include the Customers' aggregate utilization (minutes, data, and text) and billed amount by device type and billing month.
2. The report must contain information sufficient for the Department to independently verify and validate by Customer the utilization and billed amount by device type and billed amount and the cost recovery due to the Department.
3. The aggregate utilization reporting will not identify CPNI, such as but not limited to account names, subscriber number, or End-user level information for direct-billed Customers.
4. Online reporting and auditing via the Contractor's portal may be appropriate if it meets the requirements of this subsection and the reporting can be exported and saved by the Department.
5. The format of the report is subject to DMS final approval.

6.6 Customers Liability

Direct-billed Customers are solely liable for any performance, duties, payments, and responsibilities generated by their use of this Contract, fiscal or otherwise. As stated in Rule 60FF-2.007(3), F.A.C., "the Department has no obligation to assume payable commitments on behalf of SUNCOM or SUNCOM [Customers] in instances where a vendor or SUNCOM Provider submitted an invoice directly to SUNCOM [Customers]."

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ATTACHMENT B

DRAFT CONTRACT

FOR

MOBILE COMMUNICATION SERVICES

CONTRACT NO: DMS-19/20-006

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

<<PARTY NAME>>

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DRAFT CONTRACT

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Exhibits:

Exhibit A – Definitions and Acronyms
Exhibit B – Final Statement of Work, including:
    Exhibit 1 to Exhibit B – Final Service Level Agreements;
Exhibit C – Contractor's Pricing, including:
    Exhibit 1 to Exhibit C – Vendor's Services and Discounts Pricing
    Exhibit 2 to Exhibit C – Vendor's Device List
    Exhibit 3 to Exhibit C – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
Exhibit D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006
Exhibit E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006
Exhibit F – ITN DMS-19/20-006

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CONTRACT

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and <INSERT VENDOR NAME> (Contractor) with offices at <insert address>, each a "Party" and collectively referred to herein as the "Parties."

The Parties enter into this Contract (Contract) in accordance with Chapters 282 and 287, Florida Statutes (F.S.), and with the negotiated terms and conditions of Invitation to Negotiate, DMS-19/20-006, Mobile Communication Services.

SECTION 1. CONTRACT TERM AND TERMINATION

1.1 Initial Term

The initial term of the Contract will be five (5) years and will begin on the date the Contract is signed by all Parties.

1.2 Renewal

Upon written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for up to five (5) renewal years in accordance with section 287.057(13), F.S., and Rule 60A-1.048, Florida Administrative Code (F.A.C.).

1.3 Suspension of Work and Termination

1.3.1 Suspension of Work

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department may, at its sole discretion, suspend the Contract at any time, when in the best interest of the Department or Customer to do so. The Department or the Customer will provide the Contractor written notice outlining the particulars of suspension and the effective date of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the specified activities associated with the Contract. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract. Suspension of work will not entitle the Contractor to any additional compensation.

1.3.2 Termination for Convenience

The Contract may be terminated by the Department in whole or in part at any time, when, at the sole discretion of the Department, it is deemed to be in the best interest of the State of Florida to do so. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed, prior to the termination, for which costs can be substantiated. Such payment, however, may not exceed an amount which is the csame percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

1.3.3 Termination for Cause

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If the performance of the Contractor is not in compliance with the Contract requirements the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

1.3.4 Termination Assistance

In case of termination, whether for cause or for convenience, the Contractor will provide prompt and thorough transition assistance and cooperation, including as specified in Subsection 3.24, Transition for Future Iterations of this Service, of the Statement of Work (SOW).

SECTION 2. CONTRACT DOCUMENTS AND HIERACHY

The Contract including any exhibits referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. The Contract consists of the documents listed below, and in the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Final Contract document;
2. Attachment A – Definitions and Acronyms;
3. Attachment B – Final Statement of Work, including:
    a. Exhibit 1 – Final Service Level Agreements;
4. Attachment C – Contractor's Pricing, including:
    a. Exhibit 1 – Vendor's Services and Discounts Pricing
    b. Exhibit 2 – Vendor's Device List
    c. Exhibit 3 – Vendor's Services and Discounts Pricing, Public Safety <if applicable>
5. Attachment D – Instructional Document for Request for Best and Final Offer to ITN DMS-19/20-006;
6. Attachment E – Relevant Portions of the Contractor's Best and Final Offer to ITN DMS-19/20-006; and
7. Attachment F – ITN DMS-19/20-006.

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

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

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3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Preferred Pricing

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

3.2.3 Sales Promotions

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

3.3 Purchase Orders and Communication Service Authorizations

A Customer may use Purchase Orders (POs) issued through MyFloridaMarketPlace (MFMP) or Purchase Orders issued through the Communications Services Authorization and Billing (CSAB) system (known as Communication Service Authorizations (CSAs) to buy commodities or services. The Department may also issue POs or CSAs on behalf of Customers. The Contractor must provide commodities or services pursuant to POs or CSAs. The PO or CSA period of performance survives the expiration of the Contract. All terms and conditions of the Contract will be incorporated into the PO or CSA and will survive the termination of the Contract. The duration of POs or CSAs must not exceed the expiration of the Contract by more than twelve (12) months, unless they have been entered into pursuant to an Extended Pricing Plan, in which case they may not exceed the expiration of the Contract by more than thirty-six (36) months. Extended Pricing Plans are discounted prices offered in exchange for a Customer's commitment to lease commodities or purchase contractual services for an extended time.

3.4 Payment Invoicing

Payment will be made in accordance with section 215.422, F.S. The Contractor will be paid upon submittal of an invoice to the Department, or Customer if direct billed, after delivery and acceptance of commodities or contractual services is confirmed and the invoice is accepted by the Customer. The Contractor shall submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit, and invoices must include the Contract number and the Contractor's Federal Employer Identification Number. The Department reserves the right to request additional documentation as needed, and Contractor will follow all invoice directives in the SOW and this Contract document.

The Contractor shall have a "No Shut Off" policy for all State agency Customer accounts. Contractor shall identify/flag all State agency Customer accounts as "Government Accounts" for which service will not be interrupted due to an outstanding balance, disputed amount owed, or late payments due.

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3.5 Travel

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

3.6 Annual Appropriation

Pursuant to section 287.0582, F.S., the Department's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department, has instituted MFMP, a statewide eProcurement system. Pursuant to section 287.057(22), F.S., all payments issued by Customers to the Contractor for purchases of commodities or contractual services will be assessed a Transaction Fee as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law, which the Contractor shall pay to the State.

For payments within the State of Florida accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to subsection (2) of Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State of Florida or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in breach. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.8 Taxes

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

3.9 Return of Funds

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

SECTION 4. CONTRACT ADMINISTRATION

4.1 Department's Contract Administrator

The Department's Contract Administrator, whose primary responsibility will be to maintain the Contract file, is as follows:

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Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Administrator, the Department will notify the Contractor's Contract Manager in writing via email and document such in the Contract file. Such changes do not require a formal written amendment to the Contract.

4.2 Department's Contract Manager

The Department's Contract Manager, who is primarily responsible for enforcing the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Contract Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.3 Department's Product Manager

The Department's Product Manager, who is primarily responsible for monitoring the performance of the Contract terms and conditions and will serve as a liaison with the Contractor, will be as follows:

Jane Doe
<Insert division>
<Insert agency>
<Insert physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Department changes the Department's Product Manager, the Department will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

4.4 Contractor's Contract Manager

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>

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Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxx.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such a change does not require a formal written amendment to the Contract.

4.5 Contractor's Account Manager

The Contractor's Account Manager, who will serve as a liaison with the Department's Contract Administrator, will be as follows:

Jane Doe
<Insert Contractor name>
<Insert Contractor physical address>
Telephone: (XXX) XXX-XXXX
Email: jane.doe@xxxxxx.com

In the event that the Contractor changes its Account Manager, the Contractor will notify the Department's Contract Manager in writing via email. Such changes do not require a formal written amendment to the Contract.

SECTION 5. CONTRACT MANAGEMENT

5.1 Notices

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, reputable air courier service, email, or personal delivery, or as otherwise identified herein or by the Department.

5.2 Change Request

The Department's Contract Manager may authorize operational changes to services and infrastructure that do not have a pricing impact (non-billable changes) via a change request. Such authorized operational changes do not require a Contract amendment but will be memorialized in writing and placed in the Contract Mangers' files. The Department reserves the right to make the final determination if a change request or Contract amendment is required. Any change that would allow the Contractor to offer less of any deliverable, including commodities, services, technology, or software, requires a Contract amendment. Vendor's Equipment List and End User Price List updates must be made in accordance with SOW Section 1.5, End User Price Lists (EUPLs) and Vendor's Device List, and may not require an amendment or change request.

5.3 Diversity Reporting

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

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the

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name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

5.4 Designated Centralized Nonprofit Agency

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

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated centralized nonprofit agency and the commodities or contractual services it offers is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/(contractType)/4577.

5.5 PRIDE

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

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

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

SECTION 6. COMPLIANCE WITH LAWS

6.1 Conduct of Business

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. These may include, but are not limited to, Chapters 282 and 287, F.S., Subtitle 60FF, F.A.C., the Communications Assistance for Law Enforcement Act, the Payment Card Industry DSS, IRS Publication

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1045, Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act (HIPAA) (including executing any Business Associate Agreements as requested by Customers), and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Contractor must comply with and must assist the Department and Customers with compliance with Subtitle 60FF, F.A.C., (and Subtitle 60GG, F.A.C., if applicable).

6.2 Dispute Resolution, Governing Law, and Venue

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

6.3 Department of State, Registration

Consistent with Chapters 605 through 623, F.S., the Contractor must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

6.4 Suspended, Convicted, and Discriminatory Vendor Lists

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

6.5 Scrutinized Companies—Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Notwithstanding the foregoing, the Parties are aware of the Eleventh Circuit Court's decision *in Odbrecht Constr. v. Sec'y*, Fla. DOT, 715 F.3d 1268 (11th Cir. Fla. 2013), and agree that the provisions of sections 287.135(1)-(5), F.S., pertaining to a company engaged in business operations in Cuba or Syria shall not apply to this Contract unless and until the Eleventh Circuit Court's decision in *Odebrecht Constr. v. Sec'y*, Fla.DOT, 715 F.3d 1268 (11th Cir. Fla. 2013) is overturned.

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6.6 Cooperation with Inspector General

Pursuant to section 20.055(5), F.S., Contractor, and its subcontractors, if any, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

6.7 E-Verify

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

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

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction, where applicable. The Contractor must require all subcontractors to similarly provide Workers' Compensation Insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

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7.2 General Liability Insurance

The Contractor shall maintain insurance sufficient to adequately protect the Department and Customers from all claims or liability for personal injury or property damage arising out of, resulting from the performance of, or in connection with the operation of, the Contract. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide the Department with Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured within thirty (30) days after Contract execution and on the Contract anniversary date each year of the Contract.

The Contractor must submit via email, to the Department's Contract Manager, notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal. In the event of cancellation or nonrenewal, the Contractor will be responsible for securing a replacement insurance policy in accordance with this section within thirty (30) Business Days after the final date of the cancelled or nonrenewed policy.

7.3 Indemnification

The Contractor agrees to indemnify, defend, and hold the Department, Customers, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY

8.1 Public Records

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the Department, as provided in section 119.0701, F.S., the Contractor shall:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

8.2 Protection of Trade Secrets or Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or any other applicable law, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management and Record Retention

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were

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made in relation to the Contract, including those required by Section 6.6, Cooperation with Inspector General. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

8.4 Intellectual Property

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with the Contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY REQUIREMENTS

9.1 Duty to Secure State Data

The Contractor will maintain the security of State Data, including, but not limited to, keeping a secure area around any displayed or otherwise visible State Data and ensuring such data is stored and secured when not in use. The Contractor will be responsible for ensuring that all Persons it contracts with to maintain, store, or process State Data on its behalf will comply with all data security requirements of this section. The Contractor will also comply with any other State or federal rules and regulations regarding security of information. The State will remain the owner of all State Data and any other data made available by the State to the Contractor pursuant to this Contract.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services under this Contract from outside of the United States. The Contractor will not allow, through its action or inaction, any State Data to be sent by any medium, transmitted, or to be Accessed outside of the United States.

The Contractor shall comply with section 501.171, F.S. Additionally, the Contractor shall reimburse the Department for any costs incurred providing the notifications required by subsections 501.171(3) and (4), F.S., if the Contractor is responsible for a breach. For purposes of this paragraph, “breach,” is as defined in section 501.171(1)(a), F.S.

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9.2 State Data Access

The Contractor shall retain a list of all Persons, as defined in Attachment E – Definitions and Acronyms, with Access to State Data, including a statement confirming that each Person has passed the background screening required herein. This statement shall not include the substance of the screening results, only that the Person has passed the screening.

The Contractor shall create a written policy for the protection of State Data, including a policy and procedure for Access to State Data. The Contractor shall retain the policy and information required in this subsection in accordance with Section 8.3, Document Management and Record Retention. The documents are subject to disclosure within thirty-six hours upon written or oral demand by the Department or its designated agents or auditors and are subject to audit and screening.

The Contractor shall document and record, with respect to each instance of Access to State Data:

1. The identity of all individual(s) who Accessed State Data in any way, whether those individuals are authorized Persons or not;
2. The duration of the individual(s)' Access, including the time and date at which the Access began and ended;
3. The identity, form, and extent of State Data Accessed, including, but not limited to, whether the individual Accessed partial or redacted versions of State Data, read-only versions of State Data, or editable versions of State Data; and
4. The nature of the Access, including whether the State Data was edited or shared with any other individual or entity during the duration of the Access, and, if so, the identity of the individual or entity.

The damages that would result from the Contractor's failure to compile, retain, and disclose the written policy and information required in this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex, and unreasonably burdensome to prove. The Contractor therefore agrees to credit the Department the sum of $10,000 for each breach of this subsection. The parties acknowledge that these credits are liquidated damages, exclusive of any other right to damages, not intended to be a penalty, and solely intended to compensate for unknown and unascertainable damages.

9.3 Violations of Data Security Requirements

A "Security Breach" in this Section 9 means an unauthorized Access of State Data. Good faith Access of State Data by a Person, as defined in Attachment E – Definitions and Acronyms, does not constitute a security breach, provided that the information is not used for a purpose unrelated to the furtherance of the Contract or subject to further unauthorized Access. However, unauthorized Access includes incidents where Persons with authorized Access for certain purposes otherwise gain Access for unauthorized purposes.

The Contractor agrees that a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, will entitle the State to a credit commensurate with the Department and Customer's internal staffing and administrative costs associated with managing the Security Breach or violation of Section 9.1, Duty to Secure State Data, as determined by the Department. Such credits will not preclude the State from recovering other damages

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it may suffer as a result of the Security Breach or violation of Section 9.1, Duty to Secure State Data.

9.4 Notification Requirements

In the event of a Security Breach, including any violations of Section 9.1, Duty to Secure State Data, or a credible allegation or suspicion of a Security Breach or violation of Section 9.1, Duty to Secure State Data (as determined by the Contractor or the Department), the Contractor must notify the Department's Contract Manager and the affected Customer as expeditiously as practicable, but in all instances no later than one (1) calendar day of knowledge of the Security Breach or credible allegation or suspicion of such.

Notification is required regardless of the number of persons or type of State Data affected or potentially affected. The notification must be clear and conspicuous and include a description of the following:

1. The incident in general terms;
2. The type of information that was subject to the violations of Section 9.1, Duty to Secure State Data, or credible allegation or suspicion of Security Breach;
3. The type and number of entities and individuals who were, or potentially have been, affected by the incident; and
4. The actions taken by the Contractor to protect the State Data from further unauthorized Access. However, the description of those actions in the notice may be general so as not to further increase the risk or severity of the Security Breach.

The Contractor must also as expeditiously as practicable, but no later than thirty-six hours from the time of discovery, set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30) minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information about the Security Breach or suspected Security Breach must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all remedial actions of the Contractor.

9.5 Other Indemnifications and Credit Monitoring

The Contractor shall be fully liable for the actions of all Persons, as defined in Attachment E – Definitions and Acronyms, and shall fully defend, indemnify, and hold harmless the Department, Customers, the State of Florida, its officers, directors and employees from any claims, suits, actions, damages, proceedings, and costs of every name and description, including attorney's fees, to the extent arising or resulting from a violation by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, of Section 9, Data Security, and Section 13, Background Screening and Security, resulting in the Security Breach of State Data. The Contractor shall provide credit monitoring services at its own cost for those individuals affected or potentially affected by a Security Breach of these sections by the Contractor or a Person, as defined in Attachment E – Definitions and Acronyms, for a twelve-month period of time following the Security Breach.

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SECTION 10. GRATUITIES AND LOBBYING

10.1 Gratuities

The Contractor will not, in connection with the Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying

Funds provided under this Contract shall not be used to violate the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING

11.1 Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiencies and Service Level Agreements

Service Level Agreements (SLAs) dictate the levels of service delivery for individual services. The parties acknowledge that these SLAs contain financial consequences, as required by section 287.058, F.S., are exclusive of any other right to damages, and are not intended to be a penalty. The Contractor therefore agrees to credit the Department consistently with the Contract, including as set forth in Attachment C - Service Level Agreements. Financial consequences that are due to a Customer after the completion of service, or exceed any payment due to the Contractor, shall be submitted by check rather than as a credit.

One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors.

In addition to the processes set forth in the Contract (e.g., SLAs), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a timeframe specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

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If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount and may suspend or cancel PO(s) or CSA(s) or may suspend work or terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies and the Department may suspend or cancel PO(s) or CSA(s) or may terminate the Contract as set forth in Section 1.3, Suspension of Work and Termination.

11.3 Timely Performance

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to

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commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS

12.1 Performance or Compliance Audits

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to the Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit

Records of costs incurred under terms of the Contract will be maintained in accordance with Subsection 8.3, Document Management and Record Retention. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY

All Contractor employees, subcontractors and agents performing work under the Contract must comply with all security and other requirements of the Department or the Customer.

13.1 Background Screening

In addition to any background screening required by the Contractor as a condition of employment, the Contractor warrants that it will conduct a criminal background screening of, or ensure that such a screening is conducted for, each of its employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person, hereinafter referred to as "Person" or "Persons," operating under its direction with Access to State Data or who enter either the premises or facilities where State Data is stored or accessible. Contractor is not required to conduct the aforementioned background screening of a Person if that Person does not have Access to State Data and if that Person, whenever on Customer premises or facilities, is escorted by Customer authorized personnel.

The Contractor warrants that all Persons will have passed the background screening described herein before they have Access to State Data or begin performing services

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under the Contract. The look-back period for such background screenings shall be for a minimum of six (6) years where six (6) years of historical information is available.

The minimum background check process will include a check of the following databases through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard:

1. Social Security Number Trace; and
2. Criminal Records (Federal, State, and County criminal felony and misdemeanor, national criminal database for all states which make such information available).

The Contractor agrees that each Person will be screened as a condition prior to performing services or having Access to State Data. The Contractor is responsible for any and all costs and expenses in obtaining and maintaining the criminal background screening information for each Person described above. The Contractor will maintain documentation of the screening in the Person's employment file. The Contractor will abide by all applicable laws, rules, and regulations including, but not limited to, the Fair Credit Reporting Act and/ any equal opportunity laws, rules, regulations, or ordinances.

13.2 Disqualifying Offenses

If at any time it is determined that a Person has a criminal misdemeanor or felony record, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that Person from any position with Access to State Data or directly performing services under the Contract. The disqualifying offenses are as follows:

1. Computer related crimes
2. Information technology crimes;
3. Fraudulent practices;
4. False pretenses;
5. Fraud;
6. Credit card crimes;
7. Forgery;
8. Counterfeiting;
9. Violations involving checks or drafts;
10. Misuse of medical or personnel records; and
11. Felony theft.

If the Contractor finds a Disqualifying Offense for a Person within the last six (6) years from the date of the court's disposition, it may obtain information regarding the incident and determine whether that Person should continue providing services under the Contract or have Access to State Data. The Contractor will consider the following factors only in making the determination: i) nature and gravity of the offense, ii) the amount of time that lapsed since the offense, iii) the rehabilitation efforts of the Person, and iv) relevancy of the offense to the job duties of the Person. If the Contractor determines that the Person should be allowed Access to State Data, then Contractor shall maintain all criminal background screening information and the rationale for such Access in the Person's employment file. The Contractor will promptly notify the Department of any determinations

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made pursuant to this subsection. The Department reserves the right to require removal of any Persons from performing work on the Contract for any reason.

13.2.1 Refresh Screening

The Contractor will ensure that all background screening will be refreshed every five (5) years from the time initially performed for each Person during the term of the Contract.

13.2.2 Self-Disclosure

The Contractor shall ensure that all Persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that Person Access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the Person complete an annual certification that they have not received any additional criminal misdemeanor or felony record regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the Disqualifying Offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all Persons have a responsibility to self-report to the Contractor within three (3) calendar days, any arrest for any Disqualifying Offense. The Contractor shall notify the Department's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

13.3 Department's Ability to Audit Screening Compliance and Inspect Locations

The Department reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Department will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) Business Days prior written notice to the Contractor to ensure that Access to State Data is secure and in compliance with the Contract and all applicable state and federal rules and regulations.

SECTION 14. COMMUNICATIONS AND CONFIDENTIALITY

14.1 Public Statements

The Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements or publicly disseminate any information which concern the Contract or its subject matter, including, but not limited to:

1. disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract,
2. use any statement attributable to the Department or its employees,
3. mentioning the Contract in a press release or other promotional material, or
4. otherwise linking Contractor's name and either a description of the Contract or the name of the State, the Department or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. If provided, the Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

The Contractor will not use the State of Florida seal, name, or logo of the Department or State of Florida, or Contractor's relationship to the Department for any purpose without the prior written consent of the Department.

The Contractor may refer to the Contract as an experience citation with other customers without prior approval.

The Contractor shall have the following obligations with respect to the marketing of this Contract to any Customers:

1. To use its commercially reasonable best efforts to further the promotion, advertising, and marketing of services available under this Contract; and
2. To promote the utilization of this Contract to Other Eligible Users in favor of any other cooperative purchasing contract for similar services.

14.2 Confidential Information

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to Chapter 119, F.S., and sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 15. LICENSING

All services shall include all required licenses for Customers to utilize the services at no additional cost to the Customer. All third-party license costs for Contractor-provided hardware and software shall be the responsibility of the Contractor. The Contract will take precedence over any and all End User License Agreement conflicting terms. Any provisions in an End User License Agreement that require the Department to indemnify the Contractor are inapplicable.

Additional terms affixed to products or services prior to delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, serviceagreements, end user agreements, "clickwrap" agreements, "shrink wrap", "browserwrap",or terms accompanying or affixed to a product or service, whether written or electronic) incorporated onto the Contractor's or subcontractor's order or fiscal forms or other documents forwarded by the Contractor for payment will not be binding on the Department or Customer unless negotiated and agreed to in writing as specified in this section. A Customer may agree to additional terms and conditions specific to the Customer's order that are jointly negotiated and explicitly agreed upon by the Customer. A Customer's acceptance of a product or service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute an acceptance of the Contractor's or subcontractor's proposed modification to terms and conditions or an agreement to modify or

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add additional terms to this Contract. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 16. PERFORMANCE BOND

Within thirty (30) days of Contract execution, Contractor will deliver to the Department's Contract Manager a performance bond in the amount of $500,000 (five hundred thousand). This shall also apply to any renewal years. The bond shall name the Department as the beneficiary and will be used to guarantee satisfactory performance by the Contractor throughout the term of the Contract.

1. The performance bond shall be maintained throughout the term of the Contract. The performance bond must be issued by an acceptable surety company, as determined by the Department, and which surety must be licensed to do business in the State of Florida. The insurer or bonding company shall pay losses suffered by the State of Florida directly to the Department.
2. The Contractor and insurer or bonding company shall provide the Department prior written notice or immediate notice upon knowledge of any attempt to cancel or to make any other material change in the status, coverage, or scope of the performance bond, or of the Contractor's failure to pay bond premiums.
3. The Department shall not be responsible for any premiums or assessments on or in relation to the performance bond.
4. The performance bond is to protect the Department and the State against any loss sustained through failure of the Contractor's performance in accordance with the Contract. No payments shall be made to the Contractor until the performance bond is in place and approved by the Department in writing.
5. Within thirty (30) days of Contract execution, and by Contract execution anniversary each year following, the Contractor shall provide the Department with a surety bond continuation certificate or other acceptable verification that the performance bond is valid and has been renewed for an additional year.
6. The performance bond provided under this section shall be used solely to the extent necessary to satisfy the damage claims made by the State of Florida pursuant to the terms of the Contract. In no event shall the performance bond be construed as a penalty bond.
7. No sooner than two (2) years after Contract execution, if it is in the best interest of the State of Florida, as determined by the Department, the Contractor's performance bond may be reduced for the remainder of the term. This reduction shall require an amendment to the Contract with the agreement of both parties.

SECTION 17. CUSTOMER OF RECORD

The Department is considered the Customer of Record for all services for the purposes of the Federal Communications Commission and Customer Proprietary Network Information.

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SECTION 18. SPECIFIC APPROPRIATION

The following is the specific State fund from which the State will make payment under the first year of the Contract:

General Appropriations Act (Florida Law)
2909 SPECIAL CATEGORIES
CENTREX AND SUNCOM PAYMENTS FROM COMMUNICATIONS WORKING CAPITAL TRUST FUND

SECTION 19. MISCELLANEOUS

19.1 Warranty of Contractor's Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government.

The Contractor shall notify the Department of any regulatory or legal actions filed by any federal, state, or local government entity and any other litigation that could impact the Contractor's ability to perform under this Contract within thirty (30) days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action will be grounds for termination for cause of the Contract.

The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

19.2 Subcontractors, Affiliates, Partners, Teammates, Third-Party Vendors

The Contractor is fully responsible for satisfactory completion of all subcontracted work, including work by affiliates, partners, teammates, and all other third-party vendors, in accordance with the terms and conditions of the Contract.

19.3 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign the same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

19.4 Independent Contractor

The Contractor is an independent contractor. The Contractor and its employees, agents, representatives, and subcontractors, affiliates, partners, teammates, and all other third-party vendors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or

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conduct of the Contractor or its employees, agents, representatives, or subcontractors, affiliates, partners, teammates, and all other third-party vendors.

19.5 Risk of Loss

Matters of inspection and approval are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within ten (10) days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

19.6 Safety Standards

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

19.7 Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.8 Time is of the Essence

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

19.9 Waiver

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

19.10 Modification and Severability

With the exception of the process described in Section 5.2, Change Requests, this Contract may only be modified by a written agreement signed by the Department and the Contractor.

Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Attachment C
Service Level Agreements (SLAs)

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Contractor Staffing	SLA-A1	Staffing Positions	a) Key staff positions will be filled within thirty (30) days from Contract execution, in accordance with SOW subsection 2.1 b) Key staff positions will be filled within ninety (90) days of vacancy or within the timeframe established by the Department after a waiver of the ninety (90) day requirement, in accordance with SOW subsection 2.1 c) DMS must receive a notification of a vacancy of a key staff position within fourteen (14) days of the vacancy, in accordance with SOW subsection 2.1	a) $250 per day, per vacancy b) $250 per day, per vacancy c) $250 per day, per incident	a) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. b) Should DMS invoke the right to review and approve candidates for key staff positions, the SLA clock will be suspended during the DMS review. c) N/A
	SLA-A2	Final Staffing Organizational Chart	The final Staffing Organizational Chart shall be submitted to the Department no later than thirty (30) days from Contract execution, in accordance with SOW subsection 2.1	$1,000 per day	

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Services and Devices for Mobile Communication Services	SLA-B1	Network-to-Network Interconnection Failover	Failover successfully accomplished within 500 seconds, in accordance with SOW subsection 3.6	$5,000 per connectivity issue incidence $5,000 per quarter hour if the failover is not successful and results in downtime of longer than 500 seconds	The SLA is measured by the Contractor's equipment or system logs. The SLA clock starts when the logs indicate the loss of interconnectivity. The SLA clock stops when the interconnection with MFN operates without any loss of performance compared to the interconnection performance prior to failover.
	SLA-B2	Network-to-Network Interconnection Performance Upgrade with MyFloridaNet	Required capacity upgrade must be completed within sixty (60) days, in accordance with SOW subsection 3.6	$3,000 per day	The SLA clock starts when an upgrade is needed as shown and documented in the Contractor's monitoring tools. The SLA clock is on hold during DMS verification of the upgrade. The SLA clock stops when the required capacity upgrade has been accepted by DMS.

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	SLA-B3	SLA Compliance Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.18.5	$1,000 per day	
	SLA-B4	Escalation Activity Report	The report will be provided monthly, two (2) Business Days before the monthly operational meeting, in accordance with SOW subsection 3.19.1	$1,000 per day	
	SLA-B5	Zero Usage Report	The report will be provided quarterly and provided two (2) Business Days before the January, April, July, and October monthly operational meeting, in accordance with SOW subsection 3.19.2	$1,000 per day	
	SLA-B6	Escalation Procedure Development and Updates	Developed within thirty (30) days of Contract execution, in accordance with SOW subsection 3.19.3 and section 4. Updated within three (3) Business Days of email notification from DMS.	$1,000 per day until developed or until updated	
	SLA-B7	Notification, Planned Maintenance	Notification received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically two (2) Business Days prior to any planned maintenance for which notice is not provided.

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	SLA-B8	Notification, Emergency Maintenance	Notification received at least thirty (30) minutes prior to the emergency maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies thirty (30) minutes prior to any emergency maintenance for which notice is not provided.
	SLA-B9	Notification, Unplanned Maintenance	Notification received within two (2) hours of the unplanned maintenance, in accordance with SOW subsection 3.19.4 and section 4	$2,500 per failure to timely notify	The SLA is measured by the Contractor's logs and emails. The SLA automatically applies two (2) hours after any unplanned maintenance for which notice is not provided.

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	SLA-B10	Migration of Existing Customers	Customer migration will be completed within one-hundred and twenty (120) days of completion of the Services Infrastructure Checklist, in accordance with SOW subsection 3.23	$3.00 per day, and per wireless data/voice device, until completed	The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated or no longer receiving services from the Contractor. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated.
Contractor Meetings with DMS	SLA-C1	Project Management Monthly Review Meeting	A Project Management Monthly Review Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter and monthly thereafter, in accordance with SOW subsection 3.25.3.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
	SLA-C2	Project Implementation Phase - Project Kickoff Meeting	A Project Kickoff Meeting must be conducted within fifteen (15) days of acceptance of the Project Charter, in accordance with SOW subsection 3.25.4.	$250 per day	The SLA clock is on hold if the Department requests the meeting be delayed or cancelled.
Project Management	SLA-D1	Project Charter	A Project Charter is due within four (4) weeks of Contract execution, in accordance with SOW subsection 3.26.1.1	$1,000 per day	

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	SLA-D2	Project Management Plan	A Project Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.2	$1,000 per day	
	SLA-D3	Readiness Plan	A Readiness Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.3	$1000 per day	
	SLA-D4	Communications Management Plan	A Communications Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.4	$1000 per day	
	SLA-D5	Risk Management Plan	A Risk Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.5	$1000 per day	
	SLA-D6	Requirements Management Plan	A Requirements Management Plan is due within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.1.6	$1000 per day	
	SLA-D7	Disaster Recovery Plan	A Disaster Recovery Plan is due within three (3) months of Contract execution, in accordance with SOW subsection 3.26.1.7	$1,000 per day	
	SLA-D8	Project Management Implementation Phase Schedule	After acceptance of the Project Charter, a Project Management Implementation Phase Schedule is due every two (2) weeks by noon ET on Fridays, in accordance with SOW subsection 3.26.2.1	$250 per day	

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	SLA-D9	Project Management Tracking Logs	Project Management Tracking Logs must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.2	$250 per day	
	SLA-D10	Project Status Reports	Project Status Reports must be submitted within two (2) weeks after the Project Kickoff Meeting and every two (2) weeks thereafter, in accordance with SOW subsection 3.26.2.3	$250 per day	
	SLA-D11	Guides	Guides must be provided within three (3) months of Contract execution and within one (1) week, or as otherwise specified by DMS, upon requested updates, in accordance with SOW subsection 3.26.3	$250 per day	
	SLA-D12	Project Closure Documentation	Project Closure Documentation must be provided within one (1) month from the close of the Project Implementation Phase, in accordance with SOW subsection 3.26.4	$250 per day	
	SLA-D13	Implementation Plan	A Project Implementation Plan must be provided within six (6) weeks of Contract execution, in accordance with SOW subsection 3.26.5.1	$1,000 per day	
	SLA-D14	Incumbent Contractor Weekly Migration Report	An Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.b	$1,000 per day	

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	SLA-D15	Non-incumbent Contractor Weekly Migration Report	A Non-Incumbent Contractor Weekly Migration Report is due each week during implementation, in accordance with SOW subsection 3.26.5.1.c	$1,000 per day	
	SLA-D16	Individual Customer Specific Migration Plans	Individual Customer-Specific Migration Plans must be provided within four (4) weeks of written notification of the requirement, in accordance with SOW subsection 3.26.5.2	$500 per day	
	SLA-D17	Services Infrastructure Checklist	The Services Infrastructure Checklist must have all items completed and be accepted by the Department within the timeline agreed to in writing in the Implementation and Migration Plan, in accordance with SOW subsection 3.27	$10,000 per day	
Public Safety	SLA-E1	Public Safety Service Plans and Devices Report	The Public Safety Service Plans and Devices Report will be provided monthly, two (2) Business Days before the Monthly Operational Meeting, in accordance with SOW section 4.7	$1,000 per day	
Business Operations	SLA-F1	Invoicing	Complete and accurate invoices must be submitted no later than the 10th day of the month for services in arrears, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops when the timestamp for when the complete and accurate electronic billing file is submitted to the Department.
	SLA-F2	Application of Billing Credits	Apply each credit in the first available billing cycle after the credit has been determined, in accordance with SOW subsection 5.10	$1,000 per day	The SLA clock stops based upon the timestamp for when the complete and accurate electronic billing file is submitted to the Department.

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Direct Ordering and Billing	SLA-G1	Cost Recovery Payment to DMS	An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2	$1,000 per day	The SLA clock stops the date the check is deposited into the DMS account.
	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 15th of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

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Department of
MANAGEMENT
SERVICES
Division of State Technology

Mobile Communications Services

Business Case

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1 Executive Summary

1.1 Purpose

The Department of Management Services (Department) has gathered information needed for the Department and key stakeholders to make an informed decision related to the Department's options for the procurement of the next generation of mobile communication services (MCS). The goal of the information gathering was to develop a business case providing a recommendation for the best and most appropriate business model and procurement options that provide long-term value to the state.

Inspired Technologies, Inc. was contracted to assist the Department's development of this business case in accordance with Section 287.0571, Florida Statutes (F.S.). The statute requires a business case to evaluate feasibility, cost-effectiveness, and efficiency before the state agency proceeds with any outsourcing of services.

This business case focuses specifically on three key elements of MCS: (1) current technology options for mobile communication services in parallel with the State needs; (2) data analysis on industry business models which are optimal for next generation MCS; and (3) best practice recommendations for implementation of such technology and the appropriate business model. The current MCS contracts are with multiple service providers to provide wireless voice and data services and equipment, including data cards, tablets, telemetry devices, feature phones, smartphones, and Push to Talk (PTT) phones.

In summary, this document provides substantive information that can be utilized to make informed decisions about the future business model and procurement options of MCS.

1.2 Detailed Description of Services

Section 287.0571 (4)(a), F.S. - A detailed description of the service or activity for which the outsourcing is proposed.

The objective of MCS is to provide SUNCOM customers the ability to purchase wireless voice and data services and equipment, including options for Public Safety Customers. SUNCOM customers are a combination of State of Florida agencies, and Other Eligible Users (OEUs), as defined in Chapter 282, F.S. SUNCOM customers are currently able to purchase from multiple service pricing plans which include voice per minute rates for in-state and out-of-state calls, fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile-to-mobile rate plans. SUNCOM customers are able to purchase equipment which includes select free standard cell phones, data-cards, hotspot devices, and PTT phones with associated monthly service plans. Additionally, there are options for discounted phones, smartphones, and data-only devices when required. SUNCOM customers are able to purchase accessories including hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

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1.3 Current Service Performance

Section 287.0571 (4)(b), F.S. A description and analysis of the state agency's current performance, based on existing performance metrics if the state agency is currently performing the service or activity.

In January 2012, the Department entered into contracts, through a competitive procurement, with AT&T Mobility, Sprint, and Verizon Wireless to establish MCS. The total spending under these contracts is approximately $82 million annually. Verizon Wireless accounts for $70 million, AT&T Mobility accounts for approximately $7 million, and Sprint accounts for approximately $5 million.

Having contracts with three services providers enables a SUNCOM customer to choose the service provider which offers the customer the best options. Wireless service geographic coverage varies by service provider, for example, and letting the customer decide which coverage is most beneficial is a great advantage of the multi-contract procurement model. Also, the service providers are incentivized to continue improving their service offerings and adjust pricing to attract and keep customers.

1.4 Goals for Proposed Outsourcing

Section 287.0571 (4)(c), F.S. The goals desired to be achieved through the proposed outsourcing and the rationale for such goals.

The Department's goals to be achieved in future contracts are:

- Determine the best long-term value to the State;
- Maintain cost structures with improved service integration;
- Ensure adaptability for future technology, customer needs, and evolving industry standards; and
- Provide the highest levels of customer service.

The current MCS portfolio is utilized throughout the state. As a result, agencies have built processes and dependencies that rely on the portfolio offering that is in service today. Agencies use of these services vary widely depending on the specific mobile communications needs of each specific agency. This requires the MCS vendors to offer a broad array of products and services.

1.5 Outsourcing Authority

Section 287.0571 (4)(d), F.S.- A citation to the existing or proposed legal authority for outsourcing the service or activity.

Pursuant to Section 282.703, F.S., the Department is to design, engineer, implement, manage, and operate through state ownership, commercial leasing, contracted services, or some combination thereof, the facilities, equipment, and contracts providing SUNCOM Network services, and is to develop a system of equitable billings and charges for telecommunications services. The Department's Division of State Technology (DST) is tasked with this mission of providing superior telecommunications services more cost effectively to state and local governments, educational institutions, libraries, and non-profit organizations by achieving economies of scale with enterprise planning and procurement.

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1.6 Descriptions of Available Options

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining state provision of the service or activity shall be included.

This business case examines options specifically for the scope of continued support, features, and offerings following the expiration of the current MCS contracts in January 2022. The options evaluated are insourcing, performing an outsourced competitive solicitation, and combinations of both outsource and insource. The options are:

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third-party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

This business case examines a competitive procurement option, an Invitation to Negotiate. In Florida, competitive procurement is governed by Section 287.057, F.S., and Rule 60A-1, Florida Administrative Code. The three types of competitive procurement are:

Invitation to Bid (ITB*)* – Used when a state agency provides all technical specifications and awards on lowest price.

Request for Proposal (RFP) – Used when a state agency has determined it is not practicable to use an ITB. The state agency provides all technical specifications, and responses are evaluated on the vendor's proposed services and price.

Invitation to Negotiate (ITN) – Used when a state agency determines that negotiations with one or more vendors may be necessary to enable the state agency to receive the best value. The best value is based on factors such as price, quality, design and workmanship. This option works best when highly technical or complex services are being acquired. The price structure for services is often negotiated. The current MCS contracts were solicited as an ITN.

1.7 Recommendation Methodology

The Department has multiple contracts for MCS that are nearing expiration. This business case examines options and business models for the evolution of MCS, and the advantages and risks of each. The business case takes into consideration the statutory requirements and evaluates whether to insource these services, outsource these services, or to provide these services using a combination of existing Department resources and outsourcing.

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Throughout the document, there are numerous recommendations and discussion points for consideration. The business case recommendations can be found in Section 7 Business Case Recommendations Summary.

2 Background

Mobile Communication Services Contracts and Portfolio of Products & Services (Prior to 2011):

Multiple contracts were made available to SUNCOM customers, separately offering wireless data and voice services:

1. Department of Management Services, State Purchasing, State Term Contract
    - Wireless Voice Services Contract with Verizon Wireless for cell phones voice only services.
2. Western State Contracting Alliance, Alternate Source Contract
    - Wireless Voice Services –Contract with AT&T and Sprint/Nextel for cell phones voice only services.
3. Department of Management Services, Division of State Technology, Enterprise Contract
    - Wireless Data Services– Contracts with AT&T Mobility, Sprint and Verizon Wireless for wireless data services (air cards)

Mobile Communication Services Contracts and Portfolio of Products & Services (2012 - Present):

Multiple contracts are made available through the Department's SUNCOM offerings. The current MCS service providers are AT&T, Sprint, and Verizon. Each of these contracts provide for the purchase of wireless voice and data equipment, services, and accessories. Public safety options, discussed further in Section 3.9 below, are available to DMS Customers. MCS services are interoperable with other SUNCOM services, including network integration with MyFloridaNet. State agencies have the option to route MCS traffic through their security perimeter to perform additional screening and filtering. The contracts contain stringent Service Level Agreements (SLAs) to manage vendor's service performance and to perform Key Performance Indicators measurements.

These contracts provide for the purchase of wireless voice and data equipment, services for data-cards, tablets, telemetry devices, feature phones, Smartphones, BlackBerrys, PTT phones and services, and accessories. Service pricing plans include voice per minute rates for in-state and out-of-state calls, as well as several fixed rate plans, unlimited call packages, data-only plans, voice-only plans, voice and data bundled plans, pooling and non-pooling plans, and group mobile to mobile rate plans. These contracts have been renewed to January 2022.

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3 Revenue, Technology, and Business Model Analysis & Recommendation

3.1 Description of Current Contract Revenue

The financial analysis below is based on total customer revenue.

Top 20 Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
FLORIDA DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
SCHOOL BOARD OF MIAMI DADE	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
PINELLAS COUNTY SHERIFF'S OFFICE	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677
NORTH BROWARD HOSPITAL DISTRICT	OEU	$ 223,998	$ 452,970	$ 519,231	$ 402,864	$ 1,599,063
CITY OF MIAMI BEACH DATA	OEU	$ 170,922	$ 517,493	$ 559,048	$ 340,283	$ 1,587,746
CITY OF ORLANDO EMERGENCY OPERATIONS CENTER	OEU	$ 213,344	$ 475,293	$ 521,522	$ 222,511	$ 1,432,670

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JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$ 235,600	$ 444,121	$ 477,780	$ 249,551	$ 1,407,052
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$ 219,271	$ 490,398	$ 448,582	$ 188,246	$ 1,346,497
GRAND TOTAL		$ 7,053,470	$ 15,553,106	$ 18,156,587	$ 9,857,877	$ 50,621,040

Figure 1 – Top 20 Customers in Total Revenue

Top 20 State Customers in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	State	$ 1,518,850	$ 3,123,577	$ 3,461,764	$ 1,314,405	$ 9,418,596
DEPARTMENT OF HEALTH	State	$ 484,778	$ 1,026,486	$ 1,395,200	$ 788,039	$ 3,694,504
DEPARTMENT OF CORRECTIONS - OFFICE OF INFORMATION TECHNOLOGY - TALLAHASSEE	State	$ 1,954	$ 6,527	$ 811,902	$ 999,442	$ 1,819,824
DEPARTMENT OF CHILDREN AND FAMILIES - ORLANDO	State	$ 394,943	$ 491,350	$ 584,548	$ 344,904	$ 1,815,744
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHEAST ZONE	State	$ 193,662	$ 395,866	$ 645,868	$ 154,524	$ 1,389,921
FLORIDA DEPARTMENT OF LAW ENFORCEMENT	State	$ 187,137	$ 393,032	$ 429,967	$ 222,934	$ 1,233,070
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS	State	$ 164,328	$ 383,284	$ 423,833	$ 258,025	$ 1,229,470
FLORIDA FISH AND WILDLIFE COMMISSION	State	$ 153,456	$ 315,160	$ 312,445	$ 185,128	$ 966,189
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES	State	$ 126,728	$ 309,969	$ 348,319	$ 158,630	$ 943,645
DEPARTMENT OF CHILDREN AND FAMILIES	State	$ 111,498	$ 282,740	$ 388,855	$ 116,905	$ 899,998
DEPARTMENT OF FINANCIAL SERVICES - DIVISION OF REHABILITATION AND LIQUIDATED DAMAGES	State	$ 106,317	$ 228,075	$ 251,080	$ 116,070	$ 701,542

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FLORIDA DEPARTMENT OF CORRECTIONS - DISTRICT 4	State	$	24,085	$	154,936	$	512,859			$	691,880
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	State	$	81,873	$	208,520	$	226,449	$	125,385	$	642,227
DEPARTMENT OF CHILDREN AND FAMILIES - SUNCOAST REGION	State	$	2	$	147,862	$	323,048	$	154,924	$	625,835
DEPARTMENT OF CHILDREN AND FAMILIES - OFFICE OF FINANCIAL SUPPORT	State	$	65,799	$	152,824	$	195,937	$	106,878	$	521,438
DEPARTMENT OF LEGAL AFFAIRS	State	$	62,409	$	166,672	$	168,173	$	93,625	$	490,880
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 3	State	$	77,026	$	184,647	$	208,562			$	470,236
DEPARTMENT OF CHILDREN AND FAMILIES - CHILDREN'S NETWORK SOUTHWEST	State	$	72,916	$	128,726	$	163,996	$	76,643	$	442,280
FLORIDA DEPARTMENT OF CORRECTIONS - REGION 2	State	$	70,195	$	203,343	$	160,558			$	434,096
DEPARTMENT OF CHILDREN AND FAMILIES - NORTHWEST REGION	State	$	60,386	$	139,973	$	159,447	$	73,741	$	433,547
GRAND TOTAL		$	3,958,342	$	8,443,569	$	11,172,809	$	5,290,202	$	28,864,922

Figure 2 – Top 20 State Customers in Total Revenue

Top 20 Other Eligible Users (OEUs) in Total Revenue:

CUSTOMER NAME	Category	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY OF TAMPA	OEU	$ 592,943	$ 1,311,382	$ 1,456,873	$ 751,973	$ 4,113,171
MIAMI COUNTY PUBLIC SCHOOLS	OEU	$ 28,143	$ 1,039,563	$ 1,242,495	$ 717,295	$ 3,027,495
JACKSONVILLE SHERIFF'S OFFICE	OEU	$ 264,191	$ 917,121	$ 994,134	$ 498,354	$ 2,673,800
BROWARD SHERIFF'S OFFICE	OEU	$ 493,039	$ 881,232	$ 874,764	$ 398,797	$ 2,647,831
ORANGE COUNTY SHERIFF'S OFFICE	OEU	$ 486,972	$ 854,222	$ 841,278	$ 453,132	$ 2,635,604
PALM BEACH COUNTY SHERIFF'S OFFICE	OEU	$ 367,897	$ 656,829	$ 815,645	$ 326,481	$ 2,166,852
HILLSBOROUGH COUNTY DATA	OEU	$ 285,547	$ 653,503	$ 758,020	$ 369,678	$ 2,066,748
CITY OF JACKSONVILLE	OEU	$ 269,985	$ 584,671	$ 507,660	$ 665,932	$ 2,028,248
CITY OF TALLAHASSEE	OEU	$ 321,878	$ 660,553	$ 683,448	$ 346,118	$ 2,011,997
PINELLAS COUNTY SHERIFF	OEU	$ 285,553	$ 569,949	$ 556,825	$ 325,349	$ 1,737,677

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NORTH BROWARD HOSPITAL	OEU	$	223,998	$	452,970	$	519,231	$	402,864	$	1,599,063
CITY OF MIAMI BEACH DATA	OEU	$	170,922	$	517,493	$	559,048	$	340,283	$	1,587,746
CITY OF ORLANDO - EMERGENCY OPERATIONS CENTER	OEU	$	213,344	$	475,293	$	521,522	$	222,511	$	1,432,670
JACKSONVILLE ELECTRIC AUTHORITY, CITY OF JACKSONVILLE	OEU	$	235,600	$	444,121	$	477,780	$	249,551	$	1,407,052
POLK COUNTY SHERIFF'S OFFICE DATA	OEU	$	219,271	$	490,398	$	448,582	$	188,246	$	1,346,497
CITY OF FORT LAUDERDALE DATA	OEU	$	212,148	$	377,340	$	439,911	$	168,516	$	1,197,915
WEST PALM BEACH PUBLIC SAFETY	OEU	$	172,390	$	389,970	$	419,190	$	169,852	$	1,151,402
MARION COUNTY SHERIFF'S OFFICE	OEU	$	165,963	$	370,710	$	373,888	$	218,241	$	1,128,802
COLLIER COUNTY SHERIFF'S OFFICE	OEU	$	191,137	$	327,097	$	389,192	$	185,620	$	1,093,046
LEE COUNTY - BOARD OF COUNTY COMMISSIONERS	OEU	$	144,059	$	333,641	$	395,758	$	213,754	$	1,087,212
GRAND TOTAL		$	5,344,979	$	12,308,058	$	13,275,243	$	7,212,547	$	38,140,828

Figure 3 – Top 20 OEU Customers in Total Revenue

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3.2 Mobile Communications Service Technology - Networks

The wireless industry consistently experiences increasing demand for network functionality. With increasingly versatile internet-enabled equipment such as smart phones, televisions, personal computers, and tablets, consumers have a growing need and demand for immediate access to voice, video, and data services.

This demand is driving the wireless industry to support new levels of enterprise productivity for enhanced mobile solutions. Platforms are increasingly open, supporting an explosion of new applications and services directly to the mobile user. Service provider options are multiplying each day as businesses find themselves in a race to capture market share and revenue from new services. Businesses are responding to demand by boosting capabilities and introducing new technology as quickly as possible. Capital investment in network development and infrastructure has risen to unprecedented levels. This includes upgrading core network transport capacity, growing high-capacity access in major metropolitan areas, extending fiber optic lines closer to consumers, adding high-speed residential broadband technology to legacy phone networks, and improving content serving and distribution technologies[2].

The wireless industry is currently using Fourth-generation, Long-Term Evolution (4G LTE), technology, as defined by the radio sector of the International Telecommunication Union (IUT-R). These standards were set in March 2008. For mobile use, including smartphones, and other internet-enabled equipment, connection speeds need to have a peak download speeds of at least 100 megabits per second, and for more stationary uses such as mobile hotspots, at least 1 gigabit per second. Global capital spending on fifth-generation (5G LTE) technology is increasing much like the marketplace experienced with the evolution of 4G LTE technology. Today, 4G LTE provides the framework for the fastest connection available for wireless networks, which varies based upon wireless carrier and service topology. As the next evolution comes to reality, increased connection speeds and capabilities will improve as well.

5G LTE technology will utilize unique radio frequencies not used currently in 4G. 4G networks use frequencies below 6 GHz, and 5G will likely use extremely high frequencies in the 30 GHz to 300 GHz range. These higher frequencies are less congested with existing cellular data and will support a larger capacity for data. At its peak, 5G can be up to 20 times faster than 4G. Limited 5G demonstrations have taken place, with carriers anticipating the 5G release in test markets in late 2018, increasing the release in 2019 through 2020.

Some projections forecast that demand for additional network capacity will increase 25-fold over the next 3 years[3]. Each major improvement in network speed and capacity generates new services, devices, and applications that raise consumer expectations, using up the added capacity and creating the requirement to add even more capacity. For telecommunications, the standard will be continuous waves of increased demand and increased network capacity.

Improved coverage throughout the state remains a high priority for customers. Customers expect coverage not only in metropolitan areas with multiple carrier options, but also in rural and coastline areas. Currently service is provided by multiple carriers utilizing 3G and 4G LTE technology. Where coverage challenges exist in rural areas, coverage may be reduced to a

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single carrier providing 3G technology, which does not provide the latest technical and is sometimes limited in data service capabilities, meaning data applications on smartphones do not work as expected.

Coupled with the demand for improved rural coverage is the demand for improved coverage within buildings. A barrier to this is building penetration, which is continually hampered by thick concrete and steel structures. To address this issue, many buildings are being equipped at the time of new construction or retro fitted with Distributed Antenna Systems (DAS) to extend coverage inside a building. As the evolution from 4G to 5G takes place over the coming years, the state should see improvements in this particular area due to the increased density of towers and small cell deployments, which is a requirement for the implementation of 5G technology.

3.3 Mobile Communications Service Technology - Equipment

Equipment available under the current MCS contracts includes cellular phones, smartphones, data-cards, tablets, telemetry devices, feature phones, and push-to-talk phones. Associated accessories are also available, which includes hands-free kits, belt clips and holsters, cases, face plates, batteries, chargers, vehicle power adapters, and car kits.

During the duration of new MCS contracts, equipment must be compatible with the latest generation of wireless communication. The Department will need to ensure access to future releases of cellular phones and other internet-enabled equipment are compatible with 5G networks and other future generations of wireless networks. This should include devices that are band 14 enabled or otherwise appropriate for Public Safety Customers.

As the industry continues to see growth and development of new cellular phone features with other internet-enabled technology, emerging technologies may be incorporated into future cellular phone releases including facial recognition technology, augmented reality, improved durability, and longer battery life[1].

3.4 Mobile Network Operator versus Mobile Virtual Network Operator

A mobile network operator (MNO) is a wireless telecommunications provider that owns, manages, and controls all elements necessary to implement, sell, and deliver mobile services to the customer. These elements include radio spectrum allocation, network infrastructure, billing support resources, customer service resources, handset management, provisioning of software, and distribution channels for product and service delivery. In addition to obtaining market share by offering its own services an MNO may also allow or sell access to network services at wholesale rates to mobile virtual network operators (MVNO).

MVNO platforms do not supply spectrum, network routing and interconnectivity, but they provide application services, customer care, billing, handset management, and distribution channels for products and services. Also, commonly handled within the MVNO framework are “second brands” of incumbent MNOs and “branded resellers” that resell an MNO’s products and services

[1] https://mobilebusinessinsights.com/2018/01/future-technology-of-mobile-phones-what-can-you-expect-to-see-at-mobile-world-congress-2018/

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under their own brand and are essentially a specialized marketing and sales distribution channel.

The current DMS MCS model is essentially an MVNO hybrid of second brands and branded reseller. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, handset management, and distribution and sales.

3.5 Leverage Existing State Infrastructure

Currently there is no state telecommunications infrastructure that is used for the mobile communication services platform.

3.6 Interoperability

Network interoperability has become increasingly important in the telecommunications industry. The basic idea behind interoperability is the ability for two or more networks, systems, devices, applications or components to communicate. With respect to the telecommunications industry, interoperability refers to the interworking of telecom services over multi-vendor, multi-carrier inter-connections. As networks continue to grow and diversify with the 5G and IoT era on the horizon, it is important they can interoperate to enable end-to-end communication.

Devices can interoperate with other devices either by adhering to a common protocol standard, abiding by a published interface standard or situating a gateway between them capable of translating each device's protocols. These common protocol standards serve as a platform for manufacturers, which note all the necessary components for interoperability into various systems and products.[2] Although interoperability has improved in the telecommunications industry, service providers are continuing to work towards interconnection of 5G and IoT devices through network infrastructure enhancement and uniformity of standards.

3.7 Security

Service Providers must provide device and network security, and responsiveness to ever changing security risk in today's telecommunication environment. Threats to the government's use of mobile devices are real and exist across all elements of provider networks and mobile devices. The stakes for government users are high. Government mobile devices — despite being a minor share of the overall market — present an avenue to attack back-end systems containing data on Floridians in addition to sensitive information relevant to government functions. Mobile devices hold significant amounts of sensitive information, whose compromise could adversely impact State and OEU operations. Additionally, databases controlled by the State and OEUs hold tremendous amounts of personally identifiable information that could be used to compromise financial wellbeing, privacy, or identity.

Threats range from advanced attacks, to organized crime using advanced fraud technologies, to simple theft of mobile phones. The threats to government users of mobile devices include the

[2] RCRWireless News (April 2018) *The Role of Network Interoperability in Telecommunications*. Retrieved on January 28, 2019 at https://www.rcrwireless.com/20180419/the-role-of-network-interoperability-in-telecommunications-tag27-tag99

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same threats that target consumers, e.g., call interception and monitoring, user location tracking, attackers seeking financial gain through banking fraud, social engineering, ransomware, identity theft, or theft of the device, services, or any sensitive data. Government users may be subject to additional threats simply because they are government employees.

Areas of security vulnerability include:

- Mobile device technology stack, including mobile operating systems and lower level device components
- Mobile applications
- Networks (e.g., cellular, Wi-Fi, Bluetooth) and services provided by network operators
- Device physical access
- Enterprise mobile services and infrastructure, including mobile device management, enterprise mobile app stores and mobile application management

Guidance and best practice is identified for providers and customers through the U.S. Department of Commerce, National Institute of Standards and Technology, other government agencies, non-government organizations and private industry. Although security has improved, significant improvements still need to be made in this area as well as hardening on the new 5G network protocols, which are currently in development[3].

3.8 Operational Support

Operational support has transformed to meet the consumer's increasing needs related to increasing complex technology. Many service providers are now able to allow customers to self-manage account profiles and utilize self-service tools via online portals. This allows customers to self-manage inventory management, security management, policy management, and support management, which is not always appropriate for all customers depending on their technical staff and complexity of their needs. Customer care and operational support is provided in all service levels of the MNO and MVNO framework except for the branded reseller platform which focuses only on distribution.

The Department should require operational support for all operational needs including billing and technical support. The expectations of a service provider include trouble ticket systems, access to skilled technicians, access to skilled billing staff, policy enforcement, quality control and assurance, monitoring tools, and performance reporting. Service provider should allow customers the option to self-manage accounts. Service provider should function to a world class standard of customer focused service delivery, consistently striving for customer satisfaction that evolves with the technology over time.

[3] United States Department of Homeland Security (April 2017). *Study on Mobile Devices*. Retrieved on August 15, 2017 at https://www.dhs.gov/sites/default/files/publications/DHS%20Study%20on%20Mobile%20Device%20Security%20-%20April%202017-FINAL.pdf

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3.9 Public Safety

Mobile technology continues to play a key role in today's public safety network. Service providers are working with the public safety community on enhanced emergency and first responder features.

FirstNet was established by the Middle Class Tax Relief and Job Creation Act of 2012 ("Act"). Under the Act, FirstNet is responsible for ensuring that all components of the Nationwide Public Safety Broadband Network (NPSBN), are built, deployed, operated, and maintained. The NPSBN provides services to public safety entities throughout the nation.

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the building, deployment, and operation of the NPSBN based on a single, national network architecture.

Mobile providers are now working to build out public safety networks, including FirstNet, dedicated to first responders. Key elements of the public safety networks are developed to enable first responders to communicate and coordinate during emergencies, large events, or other situations where commercial networks can become congested. Therefore, focus has been placed on priority and preemption, which allows providers to shift commercial traffic to other areas of their respective networks, allowing first responders seamless communication.

3.10 Compliance

The Federal Communications Commission (FCC) mandates all mobile network operators and all mobile virtual network operators comply with standards and requirements defined for all telecommunications service providers. Compliance with all Federal Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA) and Communications Assistance for Law Enforcement Act (CALEA) must be maintained. In addition to Federal mandates, state and local regulatory requirements must also be met to provide services within a given geographic region as appropriate.

3.11 Recommended Communication Services Technology

The following recommendation is provided for the MCS platform:

1. The Department should embrace solutions that allow the MCS contracts to easily evolve with changing technology and industry offerings without delays in service offerings.

2. The Department should ensure providers are ready to offer mobile communication network capabilities to all users with minimal cost related to new mobile devices and demonstrate a commitment to offer the latest generation of technology throughout the life of the contract.

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3. The Department should work with service providers to ensure network and mobile device security continues to develop in accordance with security related standards and best practices.

4. The Department should support customers in managing security practices within their control.

5. The Department should ensure providers are able to offer a wide variety of equipment and accessories, fulfilling the diverse needs of the MCS customers.

6. The Department should ensure providers are able to offer world class customer service.

7. The Department should ensure public safety spectrum networks are offered by service providers to appropriate eligible users.

4 Market Conditions and Trends

Section 287.0571 (4)(g), F.S. A description of the current market for the contractual services that are under consideration for outsourcing.

4.1 Introduction

This analysis is intended to meet the statutory requirement of Section 287.0571(4)(g), F.S., which requires "a description of the current market for the contractual services that are under consideration for outsourcing." Information used for this analysis was gained through a number of methods and sources including:

- Discussions with the Department's staff and management;
- Review of extensive data and information provided by the Department regarding SUNCOM operations and billing;
- Review of current MCS contracts including amendments;
- Research on evolving mobile communication service offerings of large providers;
- Review of industry research

4.2 Market Conditions and Trends - Networks

The mobile communications industry has evolved drastically over the past 10 years as data driven customers with numerous technical devices consume more bandwidth. During this time, mobile network operators (MNO) have expanded their service offerings and overhauled their price plans to meet explosive demand, while rising capital expenditures underline the ongoing need to upgrade network capabilities. The mobile communications industry will continue to evolve over the next few years and beyond. Boundaries will blur among product categories as a

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range of industry actors shape customer demand. New partnerships will play an ever more important role in driving new technology and innovation.

The push for the next evolution of mobile technology is the consumers desire to seamlessly transition between voice and data capabilities ubiquitously as they move from location to location utilizing mobile and Wi-Fi services. As seen in the migration from 3G to 4G, the 5G technology is predicted to drastically increase data usage per user. Future networks will require fast rollouts, significant capacity, agile, flexible, on-demand and software-oriented telecommunication technologies.

4.3 Market Conditions and Trends - Equipment

Demand for internet-enabled equipment, including smartphone, tablets, laptops, and public safety equipment, continues to grow. Market penetration by cheaper imports is increasing. These imports are both manufactured and distributed by foreign companies, as opposed to domestic smartphones, which are still manufactured by foreign companies but marketed and distributed by domestic companies. Foreign manufacturers are actively producing lower-priced smartphone models to siphon off a share of the lucrative US smartphone market. Thus, buyers have a wider range of products and prices to choose from, which boosts competition and buyer power. In addition, the influx of imports has forced larger suppliers to develop their own cheaper alternatives to remain competitive at the low end of the market.

Buyers of internet-enabled equipment have also been benefiting from low price volatility during the past three years. Although smartphones are costly, low price volatility indicates that buyers need not worry about sudden price shifts. Furthermore, even though vendors release newer and costlier versions of smartphones annually, increasing market saturation will limit price growth in the coming years as consumers become less willing to pay more for cosmetic updates.

4.4 Market Conditions Recommendations

The following recommendations are based on market conditions:

1. The Department should consider established wireless carriers, and wireless carriers that are emerging in the market that could possibly provide lower cost options.
2. The Department should consider tiered volume-based options with wireless carriers, creating the opportunity for discounts.
3. The Department should consider a wide range of equipment to cover basic and high-end mobile capabilities.

5 Options & Cost Benefit Analysis

Section 287.0571 (4)(h), F.S. A cost-benefit analysis documenting the direct and indirect specific baseline costs, savings, and qualitative and quantitative benefits involved in or resulting from the

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implementation of the recommended option or options. Such analysis must specify the schedule that, at a minimum, must be adhered to in order to achieve the estimated savings. All elements of cost must be clearly identified in the cost-benefit analysis, described in the business case, and supported by applicable records and reports. The State agency head shall attest that, based on the data and information underlying the business case, to the best of his or her knowledge, all projected costs, savings, and benefits are valid and achievable. As used in this section, the term "cost" means the reasonable, relevant, and verifiable cost, which may include, but is not limited to, elements such as personnel, materials and supplies, services, equipment, capital depreciation, rent, maintenance and repairs, utilities, insurance, personnel travel, overhead, and interim and final payments. The appropriate elements shall depend on the nature of the specific initiative. As used in this paragraph, the term "savings" means the difference between the direct and indirect actual annual baseline costs compared to the projected annual cost for the contracted functions or responsibilities in any succeeding State fiscal year during the term of the contract.

Consideration of options for procurement of MCS was performed after careful review of mobile telecommunications markets and trends, from both a State of Florida perspective and nationally. Based on this understanding of markets and trends; the following analysis reviews a variety of factors, such as: budgets, resources, stability, reliability, cost, risks, time to implement, and simplification opportunities.

5.1 Business Models for Mobile Communication Services

5.1.1 Insourcing Mobile Network Operator

The business case is required to consider as an option insourcing of MCS, examining whether feasibility, cost-effectiveness, and efficiency is not better obtained by the Department directly delivering services. Insourcing would require the assets, capabilities and staff to construct and operate a Mobile Network Operations (MNO) platform for the State of Florida. This would require DMS to become one of the largest mobile telecommunications operators in Florida, in direct competition with service providers such as AT&T, Sprint, T-Mobile, and Verizon.

The Department would be required to:

- Negotiate interoperability with other national providers to allow for roaming;
- Establish a radio access network and acquire license for the use of needed spectrum. Since 1994, the Federal Communications Commission (FCC) has conducted auctions of licenses for electromagnetic spectrum. The Department would need to become a qualified bidder. The electromagnetic spectrum the Department would require would not necessarily be available for purchase through auction. The recent FCC Auction 73: 700 MHz Band received bids for geographic areas including the State of Florida, with gross bids of $19.2 billion[4];
- Establish of network-to-network interfaces with every local incumbent local exchange carrier in the State of Florida, as well as for other originating and terminating carriers such as long-distance service providers.
- Purchase and implement voice transport infrastructure services, including the design and buildout of cell phone towers across the State of Florida. The costs would include

[4] https://www.fcc.gov/auction/73

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an initial investment in obtaining land through purchase or lease, building new cell phone towers, and ongoing operation and maintenance costs associated with the towers;
- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

Under this option, the costs to establish a large new statewide MNO are overwhelming and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.2 Insourcing Mobile Network Operator as MVNO

A second “insourcing” consideration is the development of a Mobile Virtual Network Operator (MVNO). An MVNO provides mobile services to end-users without owning its own frequency spectrum or network infrastructure, as it buys such capacity from a host MNO.

As an MVNO, the Department would not own and operate a network but would still be required to:

- Purchase and install operational support systems which support all back-office systems associated with operating the MCS network, including administrative and other reports, facilities and maintenance, rating and billing functions;
- Purchase and install business support systems which support all front office systems associated with operating the MCS network, including customer service representatives;
- Provide professional staffing for management functions not present today at the Department including regulatory filings, FCC reporting, Public Service Commission reporting, carrier relations and the like;
- Provide operations staffing for a statewide network including billing, provisioning, maintenance and repair, and the Network Operations Center;
- Establish a NOC, which includes the staffing mention above, and also contact center voice equipment and services. A NOC required for these services would include highly skilled multi-lingual contact center agents, and escalation to technically skilled contact center agents. There would also be a cost for the office space required for the contact center agents and supervisors; and
- Negotiate contracts with device manufacturers for the purchase of devices.

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Under this option, the costs to establish an MNVO are lower than an MNO, but are substantial and involve considerable risk. For these reasons this insource option is not recommended and is not considered further in this business case.

5.1.3 Combination Insourcing/Outsourcing

The Department is acting as a "second brand MVNO" for air cards, and as a "branded reseller MVNO" for all other equipment and services. Today, the Department operates its air card platform as a second brand-MNVO by providing customer care including device activation. DMS originally selected this model to ensure security for air cards. These security techniques include IP address management and isolation of customer traffic via closed user groups. Closed user groups are the segregation of traffic into steams which are only visible to that specific customer. DMS also provides billing and device management for its air card platform. However, the remaining MCS platform is provider managed and the Department only provides a distribution channel for those products and services.

Second Brand-MVNO is a model that provides customer care, billing, handset management, and distribution. This platform allows for market participation without spectrum and technical value add including interconnectivity and application development.

Branded Reseller-MVNO is a model where the MVNO provides only the distribution channel for products and services. All other support functions are handled by another MVNO or MNO. This is the most flexible and risk adverse platform in the MVNO model.

5.2 Evaluation of the Options for Mobile Telecommunication Services

The following is the evaluation of options available to the state for services similar to MCS:

5.2.1 Descriptions of Available Options for Insource and Outsource

Section 287.0571 (4)(e), F.S. - A description of available options for achieving the goals. If State employees are currently performing the service or activity, at least one option involving maintaining State provision of the service or activity shall be included.

This business case examines three options specifically for the scope of continued support, integration, and installation of MCS and ancillary features/capabilities following the expiration of the current MCS contracts.

Insource, Outsource, Insource/Outsource Combination

Insource - Is an organization's performing a service internally. Insourcing is a business decision that is often made to maintain control of critical functions or competencies that are essential to the organization's mission.

Outsource - Is the contracting out of a service to a third party. Outsourcing can be a way to take advantage of third party experience and efficiency.

Combinations of Insource and Outsource - Services provided by a combination of existing state employee full-time equivalent (FTE) positions, with vendors providing

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elements of operations that fall outside of the administrative, physical, or technical capabilities of the Department.

5.2.2 Description of Options for a Mobile Network Operator

The options for procurement of MCS capability that are evaluated in this business case are:

1. An option based on insourcing whereby the Department creates a Mobile Network Operator and manages all mobile communication functions, like the operations of a competitive mobile network carrier. For reasons described above, Sections 5.1.1 and 5.1.2, are not further considered in this business case. (MNO, MVNO) – **Option 1**
2. An option based on a combination of insource/outsource whereby the Department outsources the significant mobile communication functions and uses a second brand MVNO platform to manage customer care, billing, and equipment management for air card service only and provides only a distribution channel for the mobile network provider's products and services. This is DMS' current model (Second Brand-MNVO and Branded Reseller-MVNO). – **Option 2**; and,
3. An option based on a combination of insource/outsource whereby the Department outsources all the mobile communication functions and acts only as a brand reseller providing only a distribution channel for the mobile network provider's products and services, including air cards. (Branded Reseller- MVNO) – **Option 3**

5.2.3 Description of Options for Forms of Procurement

Competitive Procurement - Section 287.057, F.S., and Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, provides:

Invitation to Negotiate (ITN) – Used when the agency knows the desired end result but is not sure how to get there; or, there are many ways to get to the end result; or, the qualifications of the provider and quality is more important than price. This option works best when highly technical or complex services are being acquired. The price structure for services is negotiated.

Invitation to Bid (ITB) – Used when the agency knows exactly what it wants. Price is the determining factor in the award.

Request for Proposal (RFP) – Used when the agency has a general idea of what it wants. Services and price are evaluated.

These procurement options are within the scope for outsourcing as required by Chapter 287.0571, F.S., and represent common procurement options utilized by the state for similar needs. This business case recommends an ITN as the best procurement option but leaves that determination to Executive Leadership. The services contemplated within this business case are highly technical which limits the Department's ability to establish precise specifications or specifically define the services and identify necessary deliverables. Pricing will not be the sole determining factor in determining a contract award and the Department desires the ability to negotiate the best method of service delivery.

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5.2.4 Assumptions for Options

The financial modeling presented in this business case uses the "combination insource/outsource" framework.

5.3 Analysis of Advantages and Disadvantages

Section 287.0571 (4)(f) - An analysis of the advantages and disadvantages of each option, including, at a minimum, potential performance improvements and risks.

Advantages and disadvantages, including risks, for the alternative options as compared to continued separate mobile communication services contracting, and to each other, are as follows. Additional risk analysis are contained within each option and discussed in Sections 5.3.2 and 5.3.3. Potential performance improvements are discussed in Section 5.4.

5.3.1 Option 1 - Insourcing (MNO, MVNO)

For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.3.2 Option 2 – Second Brand-MNVO (Air Card Services only) and Branded Reseller-MNVO

Option 2 is a combination of insource/outsource functionality whereby DMS outsources the physical network associated with the mobile telecommunications services platform and collaborates with the service provider on service plans for contract cost and user pricing. The Department insources billing, and hardware management of the air card service, and provides the distribution channel for the vendor's products and services (excluding air cards).

Advantages

- Continues current operating mode, practices, and service provisioning;
- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity, and technology evolution are managed by the service provider;
- Customers experience the same billing and administration;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- Reporting capabilities may be limited in information, which hampers DMS analysis on services.

Risks

- DMS identified no risk with this option.

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5.3.3 Option 3 – Branded Reseller-MVNO

This option is a combination of insource/outsource functionality where DMS outsources the physical network, operations, and billing. In this model DMS acts as a branded reseller providing only a distribution channel for the vendor's products and services.

Advantages

- Customers experience the same usage patterns and usage-based charging patterns as under current MCS contracts
- Potential for lower overall pricing based on aggregation of usage and negotiation of commitment levels and pricing for tiered levels of utilization, similar to the mobile wireless data pricing model;
- Minimizes additional capital expenditures by DMS and MCS customers, since investment, capacity and technology evolution are managed by the service provider;
- Provides greater assurance of achieving required SLAs managed by selected service provider.

Disadvantages or Potential Concerns

- DMS would be required to create a process with the Vendor for the management of closed user groups.
- Customers have to review air card charges on their bill without DMS review.

Risks

- Since DMS would no longer control the service, there would be an implementation and transition risk when transitioning air card services.
- There is a potential security risk if DMS does not administer the air cards and the closed user groups.

5.4 Potential Performance Improvements/Service Features

The Department should consider the following service improvement and service features.

- Future contracts should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.
- Future contracts should continue to allow platform flexibility, scalability, and support for industry standards, enabling a seamless integration of third-party technologies and applications.
- Future contracts should have higher statewide coverage through multiple carriers. Providers should offer multiple solutions, including equipment for coverage and building penetration. Equipment offerings for improving building penetration should be vendor neutral and at minimum to no cost for customers.
- Future contracts should require detailed reporting capabilities allowing DMS to evaluate the entire product and service offerings for future MCS platform evaluation.

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- Future contracts should continue to require a combination of feature rich equipment and basic low-cost options and provide a comprehensive suite of enhanced services fulfilling the customer's diverse needs.
- Future service delivery should include voice services over Wi-Fi service connections.
- Future service delivery should have a consideration of technology evolutions in public safety communication services.
- Future service delivery should provide the capability for all aspects of the service to be partitioned to provide a scope-of-view and scope-of-command, allowing network administrators (user agents) to manage all their devices.
- Future contracts should include a high standard of measurable, achievable and motivational Service Level Agreements for DMS and its customers, supported by a tool set for monitoring service levels, and backed up by appropriate financial consequences.
- Future contracts should continue to require a waiver of vendor's service activation fees.
- Future contracts should provide for service plans for both work and personal accounts.
- Future contracts should provide discounts for volume purchases.
- Future contracts should allow for frequent equipment upgrades at minimal to no cost to customers.
- Future contracts should provide options for equipment and lower cost devices from emerging brands.
- Future contracts should increase the standard for operational support, achieving a world class standard of customer service delivery.
- Future contracts should increase the standard for equipment warranties, simplicity of repair, and replacement for faulty equipment.
- Future contracts should require detailed commitment on data utilization, allowing for limited and unlimited data, data limits, data throttling, waivers on data limits for Public Safety plans, and sharing data limits in aggregation across devices.

5.5 Cost Benefit Analysis for Each Option

The Department of Management Services uses a margin percentage to markup costs from the MCS services provider and related ancillary service devices to recover internal DMS costs. The optional services and features of MCS are material to the financial analysis on a separate basis, and are not addressed as separate line items, but instead are included in service model revenues.

The financial analysis compares the options and provides financial metrics to determine which options will:

1. Maintain low costs for DMS in procuring and managing services;
2. Maintain low costs for agencies utilizing MCS; and
3. Provide the greatest benefit for the least cost.

The financial analysis included:

1. Revenue – both air card revenue and all other revenue

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2. Direct Costs – direct costs of vendor payments for air cards, infrastructure adjustment, salary and benefits, data processing, and non-salary overhead.
3. Indirect Costs - included salaries and benefits, expenses, contracted services.
4. Net Revenue – includes potential rebates and other adjustments
5. Net Revenue, Post Rebate-Operations Balance – adjusted for customer rebates with a buffer for maintain operational payment and cost control

The analysis forecast the models with the cost recovery rate at either one, one and a half, two, or two and a half percent, which is adjusted in the net revenue with varying customer rebates. An operations revenue buffer of $850,000 annually is assumed to be maintained for operational payment and cost control.

5.5.1 Financial Model Base Case

This business case analysis first establishes a baseline of DMS' current business and financial environment for MCS, determined from historical business and financial data provided by DMS staff, including historical volumes, costs, revenues and vendor contracts. In modeling the various business case options, historical data was utilized to build an understanding of the fiscal flow of revenue and cost for the service. The model reviews the total volume, revenue, and cost for the services utilized by the agencies through this contract.

Service Forecasts were developed over the 10-year period from the date of MCS contract execution corresponding to fiscal year 2021-2022 through fiscal year 2031-2032, which includes a 5-year renewal period. Based on projections for DMS' MCS Services, direct and indirect costs were forecasted over the 10-year period. These projections were compared against the baseline scenario (which forecasted no changes to existing contracts, pricing, or DMS' business model) to determine the potential cost savings to DMS and to its customers. Options 2 and 3 were also compared against each other to determine which Option resulted in the lowest cost.

Over time, DMS may achieve cost savings to the state through migration and integration of newer technologies solution that achieve improved abilities to pass on reductions to the end customers.

5.5.2 Option 1 – Insource

For reasons described Section 5.1.1 and 5.1.2, this option is not considered further in this business case.

5.5.3 Option 2 – Insource/Outsource (Second Brand/Hybrid Light MVNO)

Option 2 represents the current MCS platform. DMS acts as a branded reseller for all products in the MCS platform except for air card services. For the air card services platform DMS provides customer support, billing, device management, distribution and sales. In the mobile communication market, DMS is acting a second brand or light mobile virtual network operator (MVNO) for air card, and as a "branded reseller MVNO" for all other equipment and services. This platform is an intermediate model between a branded reseller (Option 3) and a fully defined light MVNO. It allows control of distribution channels, increased level of control over back office processes, billing, device management, and value-added services definition and operations for

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air card services. The current MCS platform manages many of these aspects as they relate to MCS air card services. Currently there are 7,956 air card devices that have been issued.

5.5.3.1 Technology Requirements

Option 2 envisions current technology requirements to remain the same as it is in the current contracts, however future contracts should allow for flexibility to allow for emerging technologies throughout the life of the contract. All MCS products and services are technically supported by the mobile communications provider except for air card services. Today air card services are supported by both the mobile communications provider and DST. Support regarding the air card device or service is handled by the mobile communications provider. Support for system configuration and closed user group access is provided by DST.

The current MCS contract addresses the following technical requirements.

- Voice Services
- Wireless Data Services
- Transmitted Data Security
- Closed User Group (Supported by DMS internally)
- State Provided IP Addresses (Public and Private)
- Wireless Device IP Routing Scheme
- Service Provider Furnished Public Routable IP Address Space
- Entity Specific Circuit
- Wireless Router and/or WWAN Modem
- Emergency Operations Features
- Security Feature Set
- Service Grade
- Authentication
- Activity User Log
- Text Message Service
- Message Logging
- Tracking Geographical Device Services
- Wireless Applications
- Voice and Data Coverage Maps
- Roaming
- Network Neutrality
- Priority Connection Services
- Applicable Test Plan
- Data Monitoring Suite
- Voice Monitoring Suite
- Voice Handheld Devices
- Minimum Technical Requirements
- Data Devices
- Text Devices
- Helpdesk Services

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- Network Trouble Reporting
- Client Testing and Evaluation
- Operational and User Guides
- Escalation Requirements and Procedures
- Planned Outage Notification
- Unplanned Wireless Outage Notification
- Existing Wireless Data Customer Migration

5.5.3.2 Billing

Option 2 envisions billing to remain the same as it is in the current state. All MCS products and services are directly billed from the mobile communications provider except for air card services. Today air card services are managed and billed within DST and this accounts for on average 385 invoices a month.

5.5.3.3 Customer Service

Option 2 envisions customer service to remain the same as it is in the current state. All customer service needs related to MCS products and services are handled by the mobile communications provider except for air card services. Today select air card services are managed within DST. This select service is considered the closed user group and currently makes up 148 air card users. Support and maintenance of this user group service is handled by DMS internally.

5.5.3.4 DMS Role

The DMS role will remain the same as it is in the current MCS platform. DST will continue to work with its MCS customers and service providers to provide the best mobile communications network.

5.5.3.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 2 envisions DMS staffing time for the air card billing process, in addition to the DMS staffing time required for contract management and monitoring that would be required for both 2 and 3.

5.5.3.6 Overall Cost

To comply with the statutory requirement to “develop a system of equitable billings and charges for telecommunications services” stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates which are assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM’s costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM’s costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support services are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged

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to SUNCOM's Wireless Data Service customers have been between two and a half to three percent of the Customer's monthly invoice amount.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. To address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued to air card customers when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and air card customers have received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service. Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.3.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost avoidance will be achieved through leveraging State buying power and continuing to maintain lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.3.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 2 as this option leaves MCS in its current state. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.3.9 Total Estimated Cost over 10 Years

Overall Cost for Option 2 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32.

5.5.3.10 Risk Analysis

Risk analysis of MCS platform remaining in its current state.

In maintaining the current model of multiple contracts for MCS with the possible entrance of new providers and new emerging technology may create significant risks and required efforts on both the enterprise and customer side. Some of the emerging technology may include 5G network and related technology offerings, emerging public safety integration, device transitioning, and future technological innovations.

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The most significant risks and required efforts are on the customer side of transitioning to a new or different MCS platform. Each agency will be required to assess current capabilities and requirements for transition to a new or different MCS platform. Standards, methods, and practices for transition to a new or different MCS platform have been developed through experience by all large carriers who have accomplished this transition for other enterprise customers besides the State of Florida. Furthermore, some additional training of agency IT staff may be required, but it is anticipated that this can be provided over time.

Also, with this option the lack of visibility of detailed reporting information regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.3.11 Mitigation Plan

Mitigation of negative consequences of MCS platform remaining in its current state is provided by the following factors:

1. The industry will be adapting to emerging technologies as the standard platform for mobile telecommunication services.
2. The current MCS business process and platform experience can be leveraged in any new technology and vendor transitions.
4. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
5. The MCS business process would remain on an existing and operating network with which all users are familiar. Current users are familiar with the day to day operation of MCS.
6. Existing MCS contracts remain in place throughout the transition period.
7. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.

5.5.3.12 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings is indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. See Section 5.5.5 for the draft timeline.

5.5.4 Option 3 – Insource/Outsource (Distribution Channel Only)

This option represents the lightest MVNO business model, where DMS would only provide its distribution channel to the mobile network operator (MNO) while the MNO provides the rest of the business, from access network to the definition of the mobile service offer. This is the model that requires the lowest investment and overhead for DMS. However, most of the business services remain with the network provider. Therefore, this option provides very limited control of the business and value proposition of the service.

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5.5.4.1 Technology Requirements

All technology responsibilities are outsourced to the mobile communications provider in Option 3. This includes all technology requirements as outlined in Option 2 and includes air card services.

5.5.4.2 Billing

All billing responsibilities are outsourced to the service provider in Option 3.

5.5.4.3 Customer Service

All customer service responsibilities are outsourced to the service provider in Option 3.

5.5.4.4 DMS Role

The DMS role in Option 3 is to only provide a distribution channel for the service provider.

5.5.4.5 Direct & Indirect Cost

In addition to the Direct and Indirect Costs listed in Section 5.5 above, Option 3 envisions 2 FTE for the management of the MCS contract and services**.**

5.5.4.6 Overall Cost

To comply with the statutory requirement to "develop a system of equitable billings and charges for telecommunications services" stated in subsection 282.703(2), F.S., SUNCOM uses administrative cost recovery rates assessed for each SUNCOM service. Approximately 93.7 percent of SUNCOM's costs are payments to contracted telecommunications vendors. The remaining 6.3 percent of SUNCOM's costs are the costs of engineering, designing, procuring, ordering, installing, monitoring, auditing, invoicing, and managing these SUNCOM services. These support service rates are funded through the imposition of the administrative cost recovery rates, which are added to vendor charges for SUNCOM services. Some SUNCOM services bear more of these costs than others based upon the relative share of support service resources committed to sustaining the service, and so have a higher rate. The underlying goal of the cost recovery model is to ensure the solvency of the Communications Working Capital Trust Fund. Since 2012, the rate charged to SUNCOM's Wireless Data Service customers has been between two and a half to 3 percent.

Quarterly, DivTel reviews a report showing the profitability of services based on service utilization and service costs. In order to address any inequity identified upon review of these figures, rate reductions and customer credits are used. A customer credit is a one-time liquidation of excess revenue without any associated rate reduction. Customer credits are issued when a service achieves unanticipated excess revenue over expenses. Through customer credits, SUNCOM can ensure equitable billings without risking its ability to sustain a service over the longer term. The SUNCOM'S Wireless Data Service is a stable service with low overhead and has received customer credits over the years.

A reduction in the cost recovery rates associated with SUNCOM's telecommunications services results in recurring cost avoidance to the existing customers of the affected service.

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Such a reduction also represents costs avoided by future customers of the service. The recurring nature of the fiscal impact associated with a cost recovery rate reduction requires that adequate consideration be given to both existing and future market conditions associated with the SUNCOM service. With the maturity and growth of SUNCOM's Wireless Data Service, we are experiencing an increase in revenues.

5.5.4.7 Potential Savings

It is anticipated that over the life of the new MCS contract that cost savings will be achieved through leveraging State buying power realizing lower costs than available commercially, including volume discounts, and the continued availability to the State of emerging and evolving technology surrounding mobile communications.

5.5.4.8 Transition Costs/Considerations

There are minimal transition cost risks considered in Option 3 as this option leaves MCS in its current state with the exception of air cards, which become the responsibility of the service provider. Should the future procurement not result in a contract, or contracts, with one of the current incumbent providers, there may be costs associated with transition for end users with "locked" devices (devices that only work on a specific provider's network), along with DMS staff and customer time.

5.5.4.9 Total Estimated Cost over 10 Years

Overall Cost for Option 3 is expected to be $36.7 million over the 10-year period from execution of the MCS contract in July 2020 through FY 2031-32. DMS's participation in administering air cards is an incidental cost and does not impact the overall cost for Option 3.

5.5.4.10 Risk Analysis

This paragraph presents a risk analysis of DMS providing only a distribution channel for MCS services and having the vendor manage the entire MNO value chain. The risk differential between Option 2 and 3 are minor.

The risks in Option 3 would encompass the risks outlined for Option 2 in Section 5.5.3.10, with the addition of migration of the closed user group (private network access to MyFloridaNet).

Also, with this option the lack of visibility of detailed reporting information is a risk. Data regarding customers, device type, usage of service type, plans and features, and other valuable informational data may not be consistently provided and reported. This reporting data is needed for future analysis of the MCS contract to ensure the most advantageous services and pricing for the State of Florida.

5.5.4.11 Mitigation Plan

Mitigation of negative consequences of DMS providing only a distribution channel for MCS services and having the service provider manage the entire MNO would encompass the following:

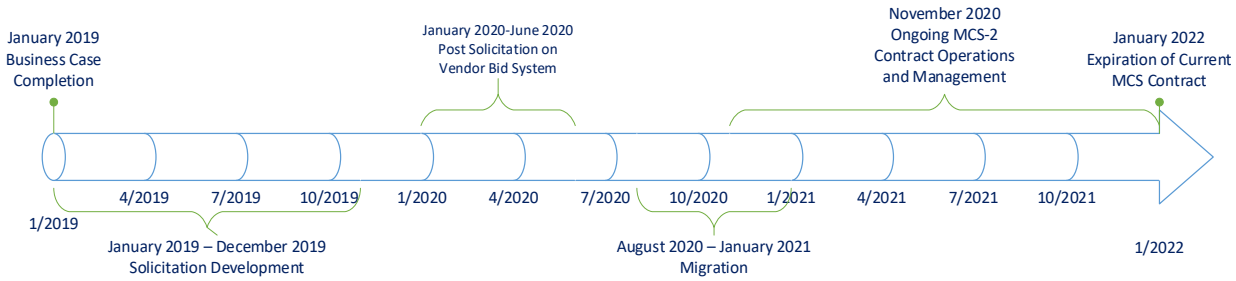
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1. Development and implementation of stringent SLAs to manage service provider's service performance, including technical, service delivery and financial requirements.
2. Work with the service provider and required resources to implement, troubleshoot, manage, and monitor the transition of the closed user group air card services. This would include training and other oversight needed for successful migration.
3. Work with customers and required resources to manage the MCS transition, including training and other oversight.
4. The industry will be adapting to emerging technologies as the standard platform for MCS.
5. The current MCS business process and platform experience can be leveraged in any new technology and service provider transitions.
6. The onboarding process of a potential new MCS service provider is expected to occur over a fairly short time period.
7. The MCS business process would remain on an existing and operating network with which all customers are familiar. Current users are familiar with the day to day operation of MCS.
8. Existing MCS contracts remain in place throughout the transition period as an alternative.

5.5.5 Implementation Timeline for Option 2 & 3

The schedule that, at a minimum, must be adhered to in order to achieve the estimated savings as indicated below in the MCS timeline, which has been combined for both Options 2 & 3 as they would be the same timeline projection. The image below is a placeholder until final timeline is developed with Executive Leadership. Changes to this timeline are expected to have minimal impact on the estimated savings resulting from the execution of Contracts.

Mobile Communication Services Draft Timeline



- January 2019 — Business case completion
- January 2019 – December 2019* — Solicitation development
- January 2020* - June 2020* — Post solicitation on Vendor Bid System
- July 2020* — Sign contract
- August 2020* - January 2021* — Migration
- November 2020 — MCS-2 operations and management begins
- January 2022 — Expiration of current MCS contract
- July 2025 — Completion of the initial five-year term
- July 2030 — Expiration of the MCS-2 contract, if renewed in full

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**These dates are subject to change following internal review processes.*

6 Recommended Option & Detailed Discussion

The recommended option for this portion of the business case is in accordance with Subsection 287.0571(4), F.S., which outlines the requirements for contracting with private sector vendors as they can effectively and efficiently provide services and reduce the cost of government. This statute requires analysis of feasibility, cost-effectiveness, and efficiency before proceeding with outsourcing of services.

A detailed analysis for this decision provides the following key findings:

1. An analysis of the mobile communications market concludes that the MCS platform being provided today is following the correct technological path in terms of capability and service delivery;

2. The MCS reporting and analysis information regarding device type, usage of service, and other data needs to be more detailed and provided to DMS on a monthly basis;

3. An MCS platform enables a connected enterprise characterized by access to people and information virtually anytime and anywhere for faster communication and greater collaboration using a variety of devices or mediums;

4. The mobile communications industry is ever evolving and with multiple providers instead of a single service provider approach, DMS is able to provide the customer with new technology at competitive pricing;

5. As the mobile communications market continues to evolve, review of SLA requirements will need to be a priority for DMS contract management to ensure MCS customers receive the best possible service solution;

6. Improved customer awareness of the capabilities of the service offering portfolio will extend the adoption of MCS to a broader customer base;

7. Innovative technology offerings to DMS customers will provide the opportunity for growth of the MCS platform;

8. The assumption of growth of MCS services will directly result in an increase for data consumption by all customer segments;

9. The telecommunication advancements in Public Safety are continuously evolving and creating new service offerings specific to Law Enforcement, EMS, and other First Responder networks.

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6.1 Summary of the Three Options Considered in This Business Case

In summary the three options considered for the next generation for Florida's mobile communications services platform are outlined below. The current services are provided by DMS, Verizon, AT&T, and Sprint.

The three options are:

1. Option 1 - Insourcing of Mobile Communications Services and support functions. For reasons described in Section 5.1.1 and 5.1.2, this option is not considered further in this business case.
2. Option 2 - Combination of Insourcing and Outsourcing (Current MCS Model) whereby DMS outsources all of the mobile telecommunication services except for the management, support, and billing of air card services.
3. Option 3 - Combination of Insourcing and Outsourcing whereby DMS outsources all of the mobile telecommunication services and acts only as a distribution channel for the service provider.

Each of these three options has been evaluated about the following attributes as supported by Section 5.6:

- Risks, disadvantages, pros and cons;
- Assumptions and constraints; and
- The schedule of key events.

6.2 Option 1 – Insource

The Department of Management Services would request the establishment and funding for state FTE positions and physical assets to support mobile communication operations as appropriate. Upon approval, DMS would establish an internal mobile communications services organization composed of these full-time state employees based upon the choice of services to insource and outsource. These positions would be incorporated into the department's Legislative Budget Request (LBR) for funding each fiscal year. The level and appropriateness of outsourcing will be determined by what services are deemed attainable through state resources.

6.3 Option 2 – Combination Insourcing and Outsourcing (Current MCS Model)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing mobile communications service portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option is predicated on DMS maintaining support and management of all air card services. This option is the current MCS platform. Option 2 – Combination Insource and Outsource, provides the low risk to the state while allowing competitive market

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forces to keep the total cost of service delivery low. This option leverages DMS' existing staffing and service capabilities.

6.4 Option 3 – Combination Insourcing and Outsourcing (Distribution Channel Only)

For this option, DMS would release an ITN to qualified vendors and negotiate a new contract for the identified MCS service features based upon existing MCS portfolio, which includes Public Safety specific services, with consideration for emerging technology/capabilities. This option outsources all mobile communication services and operations to the service provide while DMS acts only as a distribution channel. Support for air card services would be maintained by DMS until adequate time has been provided for a migration of services to the provider. This option leverages DMS' existing staffing and service capabilities.

6.5 Recommendation

It is recommended that DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) as outlined by Option 2. This procurement should identify and incorporate the evolution of new mobile communication technologies and service offerings.

With the evolution of a Public Safety mobile communication network, consideration should be given to a multiple ITN approach.

7 Business Case Recommendations Summary

The following section is provided as an overall summary of recommendations collected from throughout the business case. They represent key points that should be considered as DMS moves forward with its chosen path for MCS. Recommendations include:

1. DMS issue a combination insourced and outsourced competitive procurement as an Invitation to Negotiate (ITN) to maintain its currently structured mobile communications services portfolio as outlined by Option 2.

2. The MCS solution should continue to allow for evolution of service and equipment technology, enabling the contract to evolve with new technology.

3. Internal support for closed user group should work with all providers to establish a private network access to MyFloridaNet.

4. Timely review of services and offerings which allows DMS to provide the most advanced mobile communication services. Market technology such as signal boosters and wearable technology are driving the need for data consumption and consumer demands.

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5. Prioritize the review of current SLA requirements to ensure MCS customers are receiving the best possible service in a continuously evolving market.

6. DMS develop and implement SLAs that require consistent and timely reporting of device type, usage of service type, plans and features, and other valuable informational data is necessary. This reporting data is needed for service evaluation and monitoring, and future analysis of the Mobile Communication Services contract to ensure the most advantageous services and pricing for the State of Florida.

7. DMS maintain the necessary resources and support staff needed to manage the MCS air card users, closed user group, and its potential growth of new users. Service delivery for this offering must be managed end-to-end within the delivery configuration to ensure proper network administration is maintained. Further, all back-office functions (customer service requests and invoicing) must be properly maintained by DMS resources.

8. Create a report template to be distributed and used monthly by all contracted service providers to ensure consistency and ease of review.

9. DMS maintain the necessary resources and support staff needed for contract management and SLA monitoring to ensure proper service quality for the State of Florida.

10. Tiered or bulk pricing offerings should be explored.

11. The MCS procurement should have the goals of improved SLAs, improved reporting, and continued low pricing.

8 State Business Process & Policies

Section 287.0571 (4)(i), F.S. A description of differences among current state agency policies and processes and, as appropriate, a discussion of options for or a plan to standardize, consolidate, or revise current policies and processes, if any, to reduce the customization of any proposed solution that would otherwise be required.

In the context of the SUNCOM service portfolio, there are no impacts to existing state agency processes or policies that are not currently being managed effectively by DMS. The intended service delivery maintains a current steady state of services to all SUNCOM customers and as such the new MCS procurement does not present any additional burden on the state.

9 Performance Metrics Review

Section 287.0571 (4) (j), F.S. A description of the specific performance standards that must, at a minimum, be met to ensure adequate performance.

The current MCS contracts contain Service Level Agreements (SLAs). After review of these SLAs, the performance standards and measurements that should be met to ensure adequate performance includes:

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Escalations – any future contract(s) should continue to require escalation procedures to maintain a high level of customer service to Customers.

Migration – any future contract(s) should continue to require migrations be completed within 120 days of Contract execution to maintain a high level of customer service to Customers, and a robust standard of project management.

Maintenance – any future contract(s) should continue to require notification for planned and unplanned maintenance that could affect service delivery to maintain a high level of customer service to Customers.

Appliance Failover – any future contract(s) should continue to require rapid failover to the secondary IPsec Virtual Private Network (VPN) appliance to maintain connectivity to MFN.

In addition to current SLAs, the following recommended performance standards will ensure adequate performance:

Contractor Staffing – any future contract(s) should ensure that key staffing positions are filled with personnel with the appropriate experience and qualifications with remedies for identified deficiencies.

Contractor meetings – any future contract(s) should ensure that the Department is able to adequately monitor the contracts. Ongoing operational and topic specific meetings are an appropriate tool to assist with such monitoring.

Project Management – any future contract(s) should ensure that the Department is able to adequately monitor the transition from current to future contracts. The transition should be conducted in an optimal way to achieve the standards of transition.

Billing and Reporting – any future contract(s) should ensure that the Department is able to receive invoices, credits, and reporting on cost recovery and direct billed accounts in a timely manner with all required information. Additionally, future contract(s) should require Public Safety specific reporting on Customer utilization.

Public Safety – any future contract(s) that offer public safety specific options should require a high standard of coverage across the State, compliance with industry standards for Public Safety LTE communication, and offer deployable technologies for emergency situations. Additionally, the future contract(s) should ensure Public Safety Customers have local control to enact priority and preemption of their service, a local control portal, and Pubic Safety specific customer support.

10 Projected Timeframe

Section 287.0571 (4)(k), F.S. The projected timeframe for key events from the beginning of the procurement process through the expiration of a contract.

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The MCS procurement to contract expiration timeline is suggested to be established for five years, with a renewal/evaluation interval at year five, at which time new negotiations for service features and reduced pricing should take place. This contract should be put in place prior to the expiration of existing MCS contacts to allow for any migration of services needs to be met with a new portfolio of services.

See 5.5.5 for the presentation of the projected timeline and key events.

11 Public Records Compliance

Section 287.0571 (4) (l), F.S. A plan to ensure compliance with the public records law.

The procurement and a subsequent awarded contract should state that any and all records produced are subject to Ch. 119, Florida Statutes. The service provider shall allow DMS access to all documents, papers, letters, or other material subject to Ch. 119, Florida Statutes for which public record requests are made or received by the department.

12 Contingency Plan

Section 287.0571 (4) (m), F.S. A specific and feasible contingency plan addressing contractor nonperformance and a description of the tasks involved in and costs required for its implementation.

Using multiple providers as a strategy to achieve maximum coverage also minimizes the need for contingency planning related to contractor nonperformance. Having multiple contracts facilitates end-users discontinuing services from a nonperforming provider. DMS anticipates continuing its contract strategy where there are no term commitments for devices, therefore any costs related to Contractor nonperformance would be limited to the cost of moving any locked phones for one provider to another.

Future contracts should maintain provisions to address the termination for cause in the event of non- performance by the Contractor and remedies for non-performance consistent with those available in rule 60A- 1.006, F.A.C.

DMS should include SLAs in the contract in the event the service provider does not meet established performance expectations. The SLAs should provide incentive for a contractor to cure problems with performance before an event of default occurs.

Suggested Remedies for DMS for Default and Obligations upon Termination:

- Terminate the contract by providing the service provider with appropriate written notice of the effective date of termination;
- Seek equitable relief and/or institute legal proceedings against the service provider to collect payment of any money owed including, but not limited to, re-procurement costs, system replacement costs, and liquidated damages; and initiate proceedings to have service provider placed on the Suspended Vendor

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list;

- Once placed on the Suspended Vendor list, state agencies will be advised not to do business with the service provider without written approval from State Purchasing until the state receives reimbursement for all re-procurement costs.

Recommended Termination Assistance Services:

- Service provider must cooperate fully with DMS and any new service provider;
- All processes and procedures performed by the service provider must be explained and appropriate documentation provided for each service layer under contract;
- Answer questions related to the migration and transition of services; and
- Termination assistance services rendered prior to the termination date of the contract will be at no additional cost to DMS. Services rendered after termination of the contract will be at a reasonable rate.

13 Transition Plan

Section 287.0571 (4) (n), F.S. A state agency's transition plan for addressing changes in the number of agency personnel, affected business processes, employee transition issues, and communication with affected stakeholders, such as agency clients and the public. The transition plan must contain a reemployment and retraining assistance plan for employees who are not retained by the state agency or employed by the contractor.

Subsection 287.0571(4)(n), F.S., requires a business case to address issues that may arise when work currently being done by state employees is transferred to a contractor. There is no expectation of a need to reemploy or retrain agency personnel. The DMS staff that perform services related to MCS are expected to not have changes to their roles under Option 2. Therefore, utilizing Option 2 does not require reemployment or retraining assistance and no transition plans for employees are necessary.

14 American With Disabilities Act Of 1990, As Amended

Section 287.0571 (4) (o)F. S. A plan for ensuring access by persons with disabilities in compliance with applicable state and federal law.

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications. To ensure that the service provider is compliant with state and Federal ADA laws, the procurement should request that the service provider outline a plan to identify and address any ADA concerns. Future contracts should include the requirement to comply with the provisions in Part II of Chapter 282, Florida Statutes, specifically relating to accessibility of information and technology for those with disabilities.

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15 Contract Provisions

This business case does not address specifics of the contract provisions as set forth in section 287.0571(5), F.S., as they will be fully defined in the ITN. The ITN will take into consideration all other sections of the business case to aid in the development of the contract language as appropriate.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

ITN No.: DMS-19/20-006
Attachment E – Definitions and Acronyms

All personal pronouns used in the Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. The following definitions and acronyms apply to the Contract in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60FF-1, Florida Administrative Code (F.A.C.). In the event of a conflict, the definitions provided in this document will prevail.

Access	When capitalized, this means review, inspect, transmit, approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any State Data, regardless of type, form, or nature of storage; Access to a computer system or network includes local and remote access.
Business Days	Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and State paid holidays as set forth in section 110.117, F.S.
Contractor	The Responsive and Responsible Respondent(s), awarded a Contract, if any, pursuant to this ITN. This definition supersedes the definition in section 287.012(7), F.S.
CPNI	Customer Proprietary Network Information. The definition of CPNI is the Title 47 U.S. Code § 222(h) (2019) definition.
CRR	Cost Recovery Rate. The Department's monthly cost recovery charge applied to Customer invoices.
CSAB	Communications Service Authorization and Billing system. https://portal.suncom.myflorida.com/start/#/login
Customers	The entities that are provided services under this Contract, including State agencies, which are required to use the SUNCOM Network, and other entities authorized to use the SUNCOM Network in accordance with Chapter 282, F.S.
End-user	The individual that utilizes the device that consumes the resources defined by the monthly plan. The End-user's employer is the Customer.
EUPL	End User Price List
HA/HR	Highly-available and Highly-reliable. Systems, services, and implementations designed to eliminate planned downtime and prevent unplanned downtime; methods utilize specific hardware, software, and processes; typically implemented in mission critical services.
IP	Internet Protocol
IPsec	An Internet Engineering Task Force standard. Text from RFC 4301 - IPsec creates a boundary, between unprotected and protected interfaces, for a host or a network. Traffic traversing the boundary is subject to the access controls specified by the user or administrator responsible for the IPsec configuration.

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IPsec Tunnel	Tunnels are a design technique utilized by telecommunications service providers to manage traffic. IPsec tunnels are used to create closed user groups to enforce segregation of traffic. IPsec tunnels are a specific type of tunnel which provides security services for IP packets through encryption, authentication, and protection against replay.
MFN	MyFloridaNet
OEU	Other Eligible Users. The entities provided services under this Contract that are not State agencies and are not required to use the SUNCOM Network but are otherwise authorized to use the SUNCOM Network in accordance with Chapter 282, F.S. These include, but are not limited to, political subdivisions of the State, including counties, municipalities, school districts, and water management districts. Also included are, private nonprofit elementary and secondary schools conditioned upon certain requirements, universities, libraries of community colleges, and nonprofit corporations.
Person	When capitalized in Sections 9 and 13 of Attachment B, Draft Contract, this means the Contractor's employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other person operating under the Contractor's direction with Access to State Data or who enters either the premises or facilities where State Data is stored or accessible.
Reply	A formal response to this ITN.
Respondent	An entity that submits a Reply to this ITN.
SLA	Service Level Agreement
SLA Clock	Service Level Agreement Clock. The SLA clock refers to how a deliverable will be measured in terms of time for completion as stated in the particular SLA.
SNMP	Simple Network Management Protocol
State	The State of Florida
State Data	All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in its performance under this Contract.
Subcontractor	A third party performing work under the Contract at the direction of the Contractor, including affiliates, partners, teammates, and all other third-party vendors.
VPN Concentrator	Virtual Private Network Concentrator. A device, or collection of devices, built to manage secure connections within or between infrastructures.
VRF	Virtual Routing and Forwarding
WDS	Wireless Data Service
WVS	Wireless Voice Service

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EXHIBIT A

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 1 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: November 9, 2020

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		~~November 9, 2020~~ **November 16, 2020**
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	~~November 23, 2020~~ **November 30, 2020**
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149	3:00 PM	~~November 23, 2020~~ **November 30, 2020**

EXHIBIT A

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
You can also dial in using your phone. United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		~~December 1, 2020~~ **December 4, 2020** to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to April 12, 2021
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/432429477 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073 United States: +1 (646) 749-3129 **Access Code:** 432-429-477 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 432 429 477 Or dial directly: 432429477@67.217.95.2 or 67.217.95.2##432429477 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/432429477	10:00 AM	April 19, 2021

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated date to post Notice of Intent to Award on the VBS.		April 26, 2021
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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Department of MANAGEMENT SERVICES
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Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 2 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: November 16, 2020

To: Prospective Respondents to ITN No: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Respondent Questions and Department Answers

ITN No: DMS-19/20-006, is hereby amended as follows (deletions are shown by strikethrough and additions are underlined):

1. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.3.1, the third sentence, is hereby amended as follows:

   For closed user groups, the Contractor must configure both 1) public IP addresses owned by the State and Other Eligible Users and 2) private IP addresses furnished by the State ~~DMS~~ and Other Eligible Users.

2. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.9, paragraph 2, is hereby amended as follows:

   The Contractor is responsible for on-going testing of the WDS's transport system (the interconnection between MCS and MFN) to ensure proper performance. ~~The Contractor is responsible for testing each component, including wireless modems (before and after installation, if requested by the Customer), interconnection, interconnection failover, and closed user group configurations.~~ The Contractor must demonstrate successful interconnection failover for each tunnel between the primary and secondary VPN concentrators as part of the Services Infrastructure Checklist signoff and as required by DMS.

3. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.12, paragraph 4, is hereby amended as follows:

   The Contractor must implement internal and external security procedures to guard its networks and applications against unauthorized access. The Contractor will provide DMS a generalized description ~~copy~~ of the Contractor's associated security procedures upon request.

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4. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.14.3, paragraph 3, is hereby amended as follows:

   The Contractor is required to participate in ESF-2 activities and respond to the needs of the State. The Contractor shall deliver the specified quantity (up to 100 of each type requested) of activated wireless (WVS and WDS) devices within twenty-four (24) hours of receiving the ESF-2 request. The devices will be delivered at Contract costs, with the only additional cost being reasonable expedited shipping. The Contractor shall use commercially reasonable efforts to deliver devices to any accessible (officially ordered safe to enter) location within the Contractor's service area as directed by ESF-2.

5. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.17.1.e, is hereby amended as follows:

   e. ~~Maintenance~~ Notifications, SLA B7, B8, B9 (Subsections 3.19.4)

6. ITN No: DMS-19/20-006, Attachment A: Statement of Work, section 3.19.4, is hereby deleted in its entirety and replaced as follows:

   4. Notifications. Electronic notifications are required during instances of significant service impact, including performance degradation, over a generalized area. **Attachment C, SLA-B7.** Electronic notifications are required in advance of maintenance activities when the activity may cause a significant service impact, including performance degradation, over a generalized area. Notifications must include an impact statement, date, time, and estimated duration of the service impact. **Attachment C, SLA-B8 and SLA-B9.**

7. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.23.1, is hereby amended as follows:

   1. Provide all reporting activities listed in SOW subsection 3.26.5, Project Management – Implementation Plan and Customer Specific Migration Plans ~~3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)~~.

8. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 3.26.3, is hereby amended as follows:

   The Contractor shall create the following two (2) guides. These guides are deliverables subject to final acceptance by DMS. The Contractor shall update the guides when necessary as determined by either DMS or the Contractor. **Attachment C, SLA-D11.**

   1. WDS and WVS Operations Guide~~s~~. The Contractor shall create and maintain one (1) WDS and WVS Operations Guide~~s~~ describing the operational relationship between the Contractor and DMS. The guide~~s~~ must establish procedures to be followed by the Contractor while delivering services. This includes engineering, operational, and business processes for service delivery. At a minimum, the guide~~s~~ must include ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes.

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2. WDS and WVS User Guides. The Contractor shall provide one (1) WDS and WVS User Guides that provide a set of instructions for the End-user. The User Guides must also contain device specifications, such as a recommendation of number of simultaneous users that each device can support.

9. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 4.5, is hereby amended as follows:

DMS Demonstration Devices. Upon DMS request, in addition to any other test devices required by this SOW, the Contractor shall provide up to ten (10) wireless demonstration public safety devices ~~equipment~~ (including airtime) for use by the Department for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a minimum period of thirty (30) ~~sixty (60)~~ Business Days. Any demonstration equipment, forms, and processes shall be provided, managed, and maintained by the Contractor.

Customer Demonstration Devices. The number of demonstration public safety devices the Contractor elects to provide to Customers is at the discretion of the Contractor. The Contractor will coordinate directly with any other Customer ~~State agencies~~ regarding public safety service demonstration equipment, notifying the Department in advance of these activities.

10. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.8, Work Orders, is hereby amended to delete the following:

~~**Attachment C, SLA-G1.**~~

11. ITN No: DMS-19/20-006, Attachment A: Statement of Work, subsection 5.10, Invoicing Requirements, is hereby amended as follows:

The Contractor will invoice DMS for all fulfilled orders based on a calendar month with invoices and electronic details submitted to DMS. **Attachment C, SLA-F1.** Invoices to DMS will consist of: 1) invoices for payment on an unchangeable format (e.g., paper) that reflect the total wholesale charges for the month (referred to herein as a, "handbill"), and 2) electronic detail files that substantiate all billable services. The total of substantiated detail charges must match the payment requests on each of the handbills. All credits due must be reflected on the invoice related to the first available billing cycle after the credit has been determined. **Attachment C, SLA-F2.** Both the handbill and electronic files for the CSAB portion must be received no later than the 10th calendar day of each month.

12. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 5.12, Audit of Contractor Invoices, is hereby amended with the following text added:

DMS will audit invoices to validate all charges against the current inventory of provided services and the prices associated with the CSAB Service Catalog. If the electronic substantiating detail provided by the Contractor contains some errors but: a) is complete (i.e., contains all of the required data elements); b) substantially corresponds with the CSAB inventory and CSAB Service Catalog; and c) matches the handbill, then DMS will send an audit exception report (B2B-7) to the Contractor detailing any disputed charges. At this time, this is a manual process. At any time during the Contract term, this may become an

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electronic process, at DMS' sole discretion. DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) one (1) billing cycles from receipt of dispute. If Contractor has not resolved audit exceptions within two (2) one (1) billing cycles, the charges will be adjusted as determined by DMS.

13. ITN No: DMS-19/20-006, Attachment A: Statement of Work, Section 6.6, Customers Liability is hereby amended with the following text added:

    No response required. By submitting a Reply, Respondent has read, understands, and will comply with the statements contained in this section.

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14. ITN No: DMS-19/20-006, Attachment C: Service Level Agreements, SLA-B7, SLA-G2, and SLA-G3 are hereby amended as follows:

Service Category	SLA Number	Deliverable Title	Performance Metric	Financial Consequence All calendar days, unless otherwise stated	Additional SLA Clock Information
Services and Devices for Mobile Communication Services	SLA-B7	Notification, Significant Service Impact ~~Planned Maintenance~~	Notification of significant service impact received one (1) hour after beginning of impact, in accordance with SOW subsection 3.19.4 and section 4. ~~received two (2) Business Days prior to any planned maintenance, in accordance with SOW subsection 3.20.4 and section 4~~	$2,500 per failure to notify	The SLA is measured by the Contractor's logs and emails. The SLA applies automatically one (1) hour after the determination of significant service impact. ~~two (2) Business Days prior to any planned maintenance for which notice is not provided.~~
Direct Ordering and Billing	SLA-G2	Direct-Billed Accounts Monthly Report	A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	$1,000 per day	
Direct Ordering and Billing	SLA-G3	Direct-Billed Accounts Quarterly Report	A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	$1,000 per day	

Enclosure:
Questions and Answers

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Invitation to Negotiate
Mobile Communication Services
ITN No. DMS-19/20-006
Questions and Answers

The Department's answers to timely submitted questions are below.

Question Number	Section	Page Number	Question	Answer
1	ITN, 3.6.1	12	We are in the telecommunications business and have the ability to provide cellular voice, data and sms services as required by this ITN. Section 3.6.1 requires minimum compliance with "Consolidated Communications Marketplace Report – 2018, paragraph 6, page 4, and paragraph 44, page 37, is presumed to meet this coverage requirement." This renders this ITN open to only AT&T, T-Mobile and Verizon. Am I reading this correctly?	No. Please see the entirety of ITN Section 3.6.1, including: "A Respondent not listed in the above-mentioned FCC report as a nationwide service provider must submit documentation showing that it has been independently verified by a government entity as meeting these coverage requirements."
2	N/A	N/A	Would it be possible to supply the SOW and required forms in Microsoft Word format for recently released ITN # DMS-19/20-006?	Vendors may contact the Procurement Officer in writing via email to request Attachment A, Statement of Work (SOW), in Microsoft Word format. Only the SOW will be provided in Microsoft Word format.
3	N/A	N/A	Would the State please provide a word version of each ITN document?	Please see Answer No. 2.
4	ITN, 1.3	4	When will the new agreement commence – May 2021 or after expiration of existing agreement?	The anticipated contract execution date is May 2021 to allow time for migration to new Contract(s), if awarded.
5	ITN, 1.3	4	Will the agreements run concurrently?	Yes. The Department expects any Contracts entered into as a result of this ITN to be concurrent.
6	ITN, 1.8	5	Will the State please consider extending the final deadline one month due to the complexity of the RFP?	No.

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Question Number	Section	Page Number	Question	Answer
7	ITN, 1.8	6	Will the State provide answers to Respondents questions as available (before 11/9)? Respondents would like answers ASAP to confirm about ability to support requirements.	These answers to Respondent's timely submitted questions are being posted in accordance with Section 1.8, Timeline of Events, of the ITN.
8	Attachment A – Statement of Work	N/A	For requirements that do not allow comment, how should Respondents provide clarifications regarding our ability to support the request?	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
9	Attachment A – Statement of Work: 4.4 & 4.8	54-55	Requirement 4.4 only references 3GPP and does not synch with 4.8 NPSTC standards. Does the State require Respondents to certify NPSTC compliance prior to (or during) the proposal stage?	Subsection 4.4 requires public safety service plans and devices to adhere to the 3GPP standard. Subsection 4.8 requires the Contractor to demonstrate that a PTT device or service adheres to the NPSTC standard before it can be advertised or marketed as 'mission critical.' Respondents are not required to certify NPSTC compliance in their Replies.
10	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-F2	Please confirm which requirement SLA-F2 applies.	SLA-F2 applies to SOW subsection 5.10. Please see Section 11 of Addendum No. 2.
11	Attachment A – Statement of Work & Attachment C – Service Level Agreements	SLA-G1	Please confirm SLA-G1 applies to 6.2 (not 5.8).	Confirmed, SLA-G1 applies to SOW subsection 6.2. Please see Section 10 of Addendum No. 2.
12	Attachment A – Statement of Work: 5.8	60	Does 5.8 Work Orders have an associated SLA? If yes, please confirm SLA#.	No.
13	ITN, 3.6.1	12	The State of Florida's minimum qualification requirement for 3.6.1, for being a facilities-based mobile wireless service provider with a network that covers at least 90% of the nation's non-rural population, significantly limits competition. Many potential bidders, who have proven their ability to	Section 3.6.1 will remain the same.

Question Number	Section	Page Number	Question	Answer
			add value to large enterprise and Government customers, do not have the proper FCC certifications. ***We are a facilities based network provider with POPs all over the country and we have relationships with all major wireless providers which gives us carrier-agnostic wireless coverage of well over 90% of the nation's non-rural population.*** We believe ***there are additional companies*** that can add significant value that may not have proof of the volume of coverage. Can the State of Florida revise this requirements to be less restrictive to encourage more competition?	
14	N/A	N/A	Would D.M.S. accept responses from a Mobile Virtual Network Operator (MVNOs) if it creates more competition amongst all of the respondents and ultimately better competitively priced services for SUNCOM customers?	Mobile Virtual Network Operators (MVNOs) are not precluded from submitting a Reply. The Department interprets facilities-based mobile wireless service providers for the purpose of this procurement to include vendors that provide the services using their own network facilities and spectrum for which it holds a license, manages, or for which it has obtained the right to use via a spectrum leasing arrangement.
15	Attachment A – Statement of Work: 1.1.5 & 4.2		Under sections 1.1.5 and 4.2 which center around public safety. Would D.M.S. disqualify vendors who don't have access to Firstnet and other Wireless Priority Access on smartphones or is this an optional subsection that would only apply to Suncom customers in the area of Public Safety?	No. Section 4.2 is optional. Providing public safety specific devices, as referenced in section 1.1.5, is optional.
16	3.18	35	What is the maximum SLA penalty that can be applied in any given month? Maximum CAP?	There is no cap on the amount of SLAs that may be applied in a given month.
17	3.18.5	36	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General

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Question Number	Section	Page Number	Question	Answer
				Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
18	3.19.1	37	What will serve as validation for the contractor that this report was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
19	3.19.4	37	What will serve as validation for the contractor that this message was received on time by DMS?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.
20	3.19.4	37	How will discrepancies between Contractors time stamping and DMS time stamping be resolved?	The Contract does not specify how receipt of this report will be acknowledged. However, as stated in Section 4.4.1, Negotiations Process – General Overview, "[t]he Department reserves the right to negotiate different terms, additional terms, and related price adjustments if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

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Question Number	Section	Page Number	Question	Answer
21	2	4	In ATTACHMENT B - DRAFT CONTRACT, the "Contract and Documents Hierarchy"is not consistent with the actual ITN Attachments A through E. For example, Section 2 (1-7) identifies Attachment A as "Definitions and Acronyms" whereas, it is Attachment E in the ITN Attachments. It also refers to Attachment C as "Contractor's Pricing" with three Exhibits whereas Attachment C is "Service Level Agreements" in the ITN documents. Please provide further clarification.	Section 2, Contract Documents and Hierarchy, of the Draft Contract specifies the order of precedence for the resulting Contract(s), if any. The documents are not intended to match the ITN attachments and are updated prior to Contract execution to follow the typical naming convention (e.g., A, B, C, etc.).
22	6.6	65	The document indicates that there are 66 total pages but there are only 65 pages provided in Attachment A. Is there a missing page?	This is a clerical error and Attachment A: Statement of Work should read 65 pages.
23	6.6	65	There are no instructions at the end of Section 6 "Direct Ordering and Billing". Did The State intend to include specific instructions or a "Read, understands, and will comply" statement at the end of the section?	Please see Section 13 of Addendum No. 2.
24	1.8	6	In ITN Document, under the "Timeline of Events", the respondent requests a two month extension to January 29, 2021 based on holiday staffing issues.	No.
25	4.5	54	What is the limit on the number of device demos required? Currently, the Vendor is contracted for up to 10 demo devices.	Please see Section 9 of Addendum No. 2.
26	4.8	55	Does the statement; "Mission critical push-to-talk (PTT) devices and services shall not be advertised or marketed to State public safety entities as "mission critical", as defined by the National Public Safety Telecommunications Council (NPSTC), until demonstrated to the Department that the contractor's PTT is in compliance with NPSTC's requirements, and approved in writing by, the Department." include the statements 3GPP MCPTT compliant?	3GPP MCPTT compliance is not required for NPSTC compliance, but the Department reserves the right to discuss additional compliance requirements during negotiations in accordance with ITN section 4.4, Negotiations.

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Question Number	Section	Page Number	Question	Answer
27	4.8	55	Does the reference to "the Department" refer to NPSTC or State of Florida DMS?	State of Florida, DMS
28	4.8	55	Please confirm that is the correct use for compliance testing. https://www.npstc.org/documents/Functional%20Description%20MCV%20v5.doc - Included In Question Attachment 1 - Question Attachment 1 - Mission Critical Voice Communications	Confirmed.
29	ITN, 1.8	5	Will the State please consider extending the deadline for questions two weeks due to the complexity of the RFP?	No.
30	ITN, 1.8	5	Will Respondents be able to ask follow-up questions on the complete Respondent answers scheduled to be release on 11/9?	No. Respondents invited to participate in negotiations will be permitted to ask additional questions during the negotiations phase.
31	Attachment A – Statement of Work, 2	13-16	Will the State agree to add "or equivalent experience" to each Key Staff Position descriptions as follows: The (POSITION) shall possess the following minimum qualifications, or equivalent experience: 2.2 Key Staff Position - Account Manager 2.3 Key Staff Position - Project Manager 2.4 Key Staff Position - Business Operations Manager 2.5 Key Staff Position - Engineering and Design Manager 2.6 Key Staff Position - Operations and Security Manager	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
32	Attachment A – Statement of Work, 2	13	Will the State agree to modify the language "The (POSITION) or designated backup(s) must be available twenty-four (24) hours a day, 365 days of the year" to state the following: "24x7x365 support will be available through a Care team." Key staff may not be available 24/7/365 but Contract will provide this level of support through its Care team.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
33	Attachment A – Statement of Work, 2.3	14	Will the State agree to remove minimum qualification #5 from Section 2.3 Key Staff Position - Project Manager? While the Respondent will agree to meet all other qualifications for this Key Staff Position, it is respectfully requested that the certification requirement be removed to allow more flexibility in staffing.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
34	Attachment A – Statement of Work, 3.3	18	Please confirm the CSAB portal services are only available to State agencies on one centralized DMS account?	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.
35	Attachment A – Statement of Work, 3.3	18	Will the State agree to modify this sentence in Section 3.3 to delete the phrase "owned by the State and Other Eligible Users" and replace the language with "public IP address owned by Contractor"? The revised language would read as follows: "The Contractor must configure both 1) public IP addresses owned by Contractor ~~the State and Other Eligible Users~~ and 2) private IP addresses furnished by DMS and Other Eligible Users.	Please see Section 1 of Addendum No. 2.
36	Attachment A – Statement of Work, 3.4	19	Please confirm OEU's are not permitted to order and bill through their own instance in the CSAB portal.	The CSAB portal and its functionality is available to all Customers; both State agencies and OEUs.

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Question Number	Section	Page Number	Question	Answer
37	Attachment A – Statement of Work, 3.5	20	What are the Direct-Billed OEU's permitted to do and/or order within the State CSAB?	OEU's are not restricted from ordering from the CSAB portal, its functionality is available to all Customers. This can be further discussed in negotiations.
38	Attachment A – Statement of Work, 3.6	24	Please confirm the State will continue to own and maintain all of the MFN equipment and circuitry.	Confirmed.
39	Attachment A – Statement of Work, 3.6	24	Please confirm the Respondent will maintain equipment and capacity on the Respondent side.	Please see subsection 3.6 (page 21). "In each network-to-network interface location the Contractor must provide equipment and a corresponding design that will function as an IPsec Virtual Private Network (VPN) concentrator." Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
40	Attachment A – Statement of Work, 3.9	28	Will the State agree to modify the following portion of this requirement: "including wireless modems (before and after installation, if requested by the Customer)"? The Respondent will assist with the deployment and ongoing deployment / kitting support for bulk orders of (50) or more. Basic power on / connectivity testing including a QA process sampling for application load is performed for bulk orders by our kitting and staging partners. The State will have support available to	Please see Section 2 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
			troubleshoot issues related to connectivity, CUG, Failover, etc.	
41	Attachment A – Statement of Work, 3.12	29	The Respondent respectfully requests the following be removed from this requirement: "The Contractor will provide DMS a copy of the Contractor's associated security procedures upon request." Respondent security procedures are considered proprietary. Respondent will communicate details where necessary.	Please see Section 3 of Addendum No. 2.
42	Attachment A – Statement of Work, 3.14.3	32	Is this requirement per agency and per event?	Per event, not per agency. Please see Section 4 of Addendum No. 2.
43	Attachment A – Statement of Work, 3.14.3	32	Does the State intend to keep or return devices to the Respondent after the emergency event?	Return.
44	Attachment A – Statement of Work, 3.15	33	Please confirm the State will be financially responsible for the MFN equipment and circuitry including VPN concentrators, circuits, and infrastructure components.	Please see subsection 3.15 (page 33). "The Contractor is financially responsible for its connection to MFN, including, but not limited to, the network-to-network interface, VPN concentrators, circuits, infrastructure components, bandwidth upgrades, equipment, and software." See also Figure 4, IPsec VPN Interconnection into MyFloridaNet on page 22 of the SOW; the Contractor is financially responsible for its interface to the internet.
45	Attachment A – Statement of Work, 3.17	34	Please further describe what statistics on products/services from a high level to a detailed level the State is looking for Respondents to provide.	The Department will provide additional information at the time of request when the items specified in section 3.17.2 are requested from the Contractor.
46	Attachment A – Statement of Work, 3.17	34	What information does the State wish to receive regarding device trends?	Please see Answer No. 45.

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Question Number	Section	Page Number	Question	Answer
47	Attachment A – Statement of Work, 3.19	37	Please confirm the DMS will funnel escalations from agencies and OEU to the Respondent as opposed to individual agencies and OEU escalating directly to the Respondent.	OEUs, State agencies, and DMS may contact the Contractor(s) directly.
48	Attachment A – Statement of Work, 3.19	37	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. Will the State agree to modify SOW subsection 3.19 to modify (4) with the following revised language? Notifications. Notifications must be for provided for ~~planned,~~ emergency, and unplanned maintenance. The Contractor shall send an electronic notification which informs DMS of 1) ~~a planned maintenance which may potentially cause a service outage; 2~~) emergency maintenance when it may cause a service outage and when there is an outage impacting a generalized area; and 2) unplanned maintenance for significant unplanned maintenance and when there is a significant performance impact over a generalized area. The notification must include an impact statement, date, time, and estimated duration of the maintenance. **Attachment C, SLA ~~B7,~~ B8, and B9.**	Please see Section 6 of Addendum No. 2.
49	Attachment A – Statement of Work, 3.23	41	SOW subsection 3.23(1) states that the Contract shall "Provide all reporting activities listed in SOW subsection 3.27.5(1)(b) and SOW subsection 3.27.5(1)(c)." Can the State please confirm that the citations to subsection 3.27.5(1)(b) and 3.27.5(1)(c) are the correct subsections? There does not appear to be subsections with these numbers in the SOW.	Please see Section 7 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
50	Attachment A – Statement of Work, 3.23 (7)	41	Will the State agree to revise SOW Subsection 3.23(7)(c) to revise the statement "Migration does not include new Customers or Customers changing their services after migration" to state, "Migration does not include new Customers, ~~or~~ Customers changing their services after migration, or non-State agencies that opt to purchase under a different contract vehicle." Non-State agencies and are not required to use this Contract and Contractors, both incumbent and non-incumbent, should not be required to migrate those Customers to this new Contract if the non-State agency opts to utilize a different contract vehicle.	See ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
51	Attachment A – Statement of Work, 3.26.2	47	Respondent respectfully requests the following be removed from this requirement: "costs and calculated earned value metrics Cost Performance Index (CPI) and Schedule Performance Index (SPI),". This portion of the requirement is not applicable to a fixed-priced wireless contract.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
52	Attachment A – Statement of Work, 3.26.2	47	Respondent requests that the State clarify that the Contractors have up to 18 months to complete the Project Implementation Phase.	Contract Nos. DMS-10/11-008A – C expire January 19, 2022. The Contract(s), if any, resulting from this ITN are anticipated to be executed in May 2021. This leaves eight (8) months for implementation. The timeframe for each awarded Contractor's implementation will be agreed upon in the Implementation and Migration Plan.
53	Attachment A – Statement of Work, 3.26.3	48	Please clarify the State's expectations for the Operations Guide. What type of topics and information would the State like included in the Guide?	During the Implementation Phase, some details related to "engineering, operational, and business processes" will need to be agreed upon between the Department and the Contractor(s). Once those standard operating procedures are written, they are to be collected and published as the Operations Guide. "At a minimum, the guide must include

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Question Number	Section	Page Number	Question	Answer
				ordering, troubleshooting, trouble reporting, service provisioning, SLA monitoring, and invoicing processes." A specific example of a topic to be included in the guide will be the answer to the question, "How should the Contractor notify the State when a device is not available at the point of order?" See also Section 8 of Addendum No. 2.
54	Attachment A – Statement of Work, 3.26.5 (c)	49	Please define 'non-incumbent'.	Non-incumbent Contractors would be any vendors the Department contracts with as a result of this ITN that do not currently have an MCS Contract with the Department.
55	Attachment A – Statement of Work, 4	53	Specific to 4. Public Safety Service Plans and Devices, are Respondents permitted to not bid on this section of the ITN?	Yes.
56	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, will there be an opportunity for Respondent to add specified services after award should those specifications be met?	Contract terms may be negotiated in accordance with ITN Section 4.4, Negotiations; however, Contract terms can only be changed after Contract execution via amendment, in accordance Section 19.10, Modification and Severability, of Attachment B, Draft Contract.
57	Attachment A – Statement of Work, 4	53	Should the Respondent be unable to meet all Public Safety specifications as written, would DMS allow Respondent's Public Safety solutions onto the contract to allow local entities to purchase such using the FL MCS contract, if they so deemed these solutions meet their needs?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
58	Attachment A – Statement of Work, 4	53	Should the Respondent need development time to meet the Public Safety specifications as written, could the Respondent be allowed a 12 month time period after award to meet such expectations, knowing no sales would occur until the specifications are met?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current terms apply.

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Question Number	Section	Page Number	Question	Answer
59	Attachment A – Statement of Work, 4	53	Should the Respondent meet several of the Public Safety specifications and provide significant advantages in price or other capabilities, will it still be considered as an option for the State?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
60	Attachment A – Statement of Work, 4.5	54	What aspects of the Public Safety offer is the State looking to be demonstrated?	Test devices required by section 4.5 (wireless demonstration equipment) could be any device the awarded Contractor(s) are proposing for addition in their catalogs as a public safety device.
61	Attachment A – Statement of Work, 4.7	55	The Respondent requests the State strike 'device type' from this requirement. Responder does not always have access to this data, such as in a BYOD scenario.	The Contractor will not be required to provide information that is not available.
62	Attachment A – Statement of Work, 5.3	58	Please confirm the State's definition of inventory for this requirement (services or equipment)?	Inventory is described in subsection 5.9, Inventory.
63	Attachment A – Statement of Work, 5.9	58	How should the Respondent notify the State when a device is not available at the point of order?	This level of detail related to this business process will be developed during the implementation process.
64	Attachment A – Statement of Work, 5.5	59	Please provide a sample CSAB Service Catalog.	The requested information can be found on the Contractor's EUPLs, which are uploaded into the CSAB Service Catalog. The Department's current EUPLs can be accessed at: https://www.dms.myflorida.com/business_operations/telecommunications/suncom2/voice_services/mobile_communication_services
65	Attachment A – Statement of Work, 5.6	59	Will the State please confirm the 0.7% transaction fee that all vendors must collect for sales made on the MyFloridaMarketPlace (MFMP) online procurement system is not subject to the rules/requirements in section 5.6?	Confirm.

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Question Number	Section	Page Number	Question	Answer
66	Attachment A – Statement of Work, 5.9	6.1	Please confirm the State wants a view into only the active inventory on CSAB for the DMS account, as opposed to Contractor's available device inventory.	The State is not requiring a view into the Contractor's available device inventory.
67	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The Respondents bill-cycles don't align with the calendar month.	A full month cycle of service is needed. Bill cycle does not have to begin on the 1st of each month and end on the 30th.
68	Attachment A – Statement of Work, 5.10	61	Is the State willing to agree to modify the timeframe for the following sentence "for electronic files for the CSAB portion must be received no later than ~~the 10th calendar day~~ of each month" to "15 business days" from this requirement? The Respondents billing process requires the additional time to complete our internal steps.	Ten (10) calendar days after the bill cycle completes for DMS CSAB accounts; however, if billed directly to Customer, no billing detail is needed for DMS.
69	Attachment A – Statement of Work, 5.11	61	Is this Substantiating Detail File specific to the CSAB bill file or required for all accounts purchasing under the contract?	The invoice substantiation file is specific to CSAB individual bills required under the Contract.
70	Attachment A – Statement of Work, 5.11	61	Please provide definition for unique ID?	CSAB inventory number.
71	Attachment A – Statement of Work, 5.12	62	The Respondent respectfully asks for the following modification to this requirement: "DMS staff will request credits/debits for any audit exceptions on the current invoice and work with Contractor staff to reconcile charges and system data to resolve the exceptions within two (2) ~~one (1)~~ billing cycle from receipt of dispute or the Contractor will advise the DMS staff if additional time is required. ~~If Contractor has not resolved audit exceptions within one (1) billing cycle, the charges will be adjusted as determined by DMS.~~"	Two bill cycle – If Contractor has not resolved audit exceptions within two (2) billing cycles, the charges will be adjusted as determined by DMS.

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Question Number	Section	Page Number	Question	Answer
72	Attachment A – Statement of Work, 5.16	62	Is the State willing to agree to remove the phrase "based on a calendar month" from this requirement? The respondent bill-cycles don't align with the calendar month.	Please see Answer No. 67.
73	Attachment A – Statement of Work, 6	63	In regards to "By acceptance of an MFMP purchase order" does this refer to standard punch-out CXML PO specification?	MFMP purchase order routing is typically discussed once the Department and Contractor begin testing the MFMP punchout catalog during the Implementation Phase. The Contractor has two (2) options for order routing: email or electronic via the Ariba Network. If the Contractor elects to use email order routing, orders will be sent as an attachment using HTML format. If the Contractor elects to use electronic order routing, orders will be sent via cXML.
74	Attachment A – Statement of Work, 6.3 & 6.4	64	Please define "Customer corporate identifier".	The corporate identifier is found in reports and statements (bills) associated with direct-billed accounts. This static entry is created by the Contractor. It allows Customers and DMS to recognize reports and statements as generated under the Contract.
75	Attachment A – Statement of Work, 6.4	64	Can the State please provide a template for this report?	There is no template for the Direct-Billed Monthly Report. It is provided by the Contractor and subject to DMS final approval.
76	Attachment A – Statement of Work, 6.5	65	Can the State please provide a template for this report?	There is no template for the Direct-Billed Quarterly Report. It is provided by the Contractor and subject to DMS final approval.
77	Attachment A – Statement of Work, 6.5	65	The Respondent requests the State strike 'device type' from the Quarterly Reporting of Direct-Billed Accounts. Responder does not always have access to this data, such as in a BYOD scenario.	Please see Answer No. 61.
78	Attachment C – Service Level Agreements	1	Respondent requests a limitation on financial penalties be included in Attachment 3, Service Level Agreement to limit each individual SLA to a cap of not more than 2% of monthly revenue per SLA, with an aggregate monthly cap across	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
			all SLAs in Attachment 3 of not more than 5% of monthly revenue under the Contract.	
79	Attachment C – Service Level Agreements	1	Will the State confirm that one, multiple, or recurring violations of an SLA will not be considered a breach of the Contract?	Please see Attachment B – Draft Contract, section 11.2. "One, multiple, or recurring violations of a SLA may be considered a breach of the Contract and may result in a suspension or cancellation of PO(s) or CSA(s). The Department reserves the right to determine when violation(s) of SLAs constitute a breach of the Contract or will result in a suspension or cancellation of PO(s) or CSA(s). The Department's determination of a breach of the Contract or suspension or cancellation of PO(s) or CSA(s) will depend on the number and severity of the SLA violation(s), disruption to service, Contractor's response, and other factors."
80	Attachment C – Service Level Agreements	1	Regarding SLA language and penalties, the ITN is not allowing any method of negotiation. Will the State reconsider, or is the only other contractor option a no-bid?	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.
81	Attachment C – Service Level Agreements	1	Will SLA penalty amounts be individually negotiated with each vendor, or contract consistent for all vendors?	The Department's intent is to have consistent SLAs across all Contracts, if multiple Contracts are awarded. However, the Department reserves the right to negotiate all terms with vendors individually. See also ITN section 4.4, Negotiations. However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
82	Attachment C – Service Level Agreements, SLA-B1	2	The Respondent respectfully requests the following changes to the financial consequence for this SLA:	See ITN section 4.4, Negotiations.

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Question Number	Section	Page Number	Question	Answer
			$500 ~~$5,000~~ per connectivity issue incidence ~~$5,000 per quarter hour if the failover is not successful and~~ that results in downtime of longer than 500 second	However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
83	Attachment C – Service Level Agreements, SLA-B3	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the SLA Compliance Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
84	Attachment C – Service Level Agreements, SLA-B4	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Activity Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
85	Attachment C – Service Level Agreements, SLA-B5	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Zero Usage Report to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
86	Attachment C – Service Level Agreements, SLA-B6	3	Respondent respectfully requests reducing the financial consequence from $1000 / day for the Escalation Procedure Development and Updates to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
87	Attachment C – Service Level Agreements, SLA-B7	3	If there is a customer impacting outage as a result of any planned maintenance, those notifications will be provided by Respondent under the unplanned maintenance notification process. As such, Respondent requests that SLA-B7 Notification, Planned Maintenance be removed in its entirety?	Please see Section 14 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
88	Attachment C – Service Level Agreements, SLA-B7	3	If SLA-B7 is not removed, Respondent respectfully requests reducing the financial consequence from $2500 / day for Planned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
89	Attachment C – Service Level Agreements, SLA-B8	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Emergency Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
90	Attachment C – Service Level Agreements, SLA-B9	4	Respondent respectfully requests reducing the financial consequence from $2500 / day for Unplanned Maintenance to $500 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
91	Attachment C – Service Level Agreements, SLA-B10	5	Will the State agree to revise SL-B10 to remove the existing Performance Metric and replace it with the following: "The SLA clock stops for incumbent Contractors when all End-users are identified as either migrated, ~~or~~ no longer receiving services from the Contractor, or for non-State agencies having selected another contract vehicle. The SLA clock stops for non-incumbent Contractors when all End-users identified as purchasing services from the non-incumbent Contractor are migrated or for non-State agencies having selected another contract vehicle."	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
92	Attachment C – Service Level Agreements, SLA-D17	8	Respondent respectfully requests SLA-D17 be removed in its entirety because most tasks in the checklist have individual SLAs already assigned.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and replies must be submitted as if the current Contract terms apply.

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Question Number	Section	Page Number	Question	Answer
93	Attachment C – Service Level Agreements, SLA-F1	8	The Respondent respectfully requests the removal of this SLA due to the ambiguity of 'complete and accurate'.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
94	Attachment C – Service Level Agreements, SLA-F1	8	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
95	Attachment C – Service Level Agreements, SLA-F2	8	The Respondent respectfully requests the removal of this SLA. The financial consequence could far exceed most credits and the Respondent's standard business practice it to apply credits within two (2) billing cycles.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
96	Attachment C – Service Level Agreements, SLA-G1	9	Please confirm the fees cited as previous in the following Performance Metric should be for the current quarter: "An electronic Cost Recovery Payment will be provided within forty-five (45) days after the end of the calendar quarter to cover the fees collected for the previous quarter, in accordance with SOW subsection 6.2"	This is correctly stated in Attachment C, SLA-G1. For example, the Cost Recovery Payment for the calendar quarter January through March is due by May 15th, which is within forty-five (45) days after the end of the calendar quarter.
97	Attachment C – Service Level Agreements, SLA-G2	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Monthly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.4	Please see Section 14 of Addendum No. 2.

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Question Number	Section	Page Number	Question	Answer
98	Attachment C – Service Level Agreements, SLA-G2	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.
99	Attachment C – Service Level Agreements, SLA-G3	9	The Respondent respectfully requests the following change to this requirement: A Direct-Billed Accounts Quarterly Report will be provided no later than the 30th ~~15th~~ of the month on all direct-billed accounts, in accordance with SOW subsection 6.5	Please see Section 14 of Addendum No. 2
100	Attachment C – Service Level Agreements, SLA-G3	9	Respondent respectfully requests reducing the financial consequence from $1000 / day for delayed invoices to $250 / day.	See ITN section 4.4, Negotiations, However, no modifications are guaranteed, and Replies must be submitted as if the current Contract terms apply.

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EXHIBIT A

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Addendum No. 3 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-20/21-006

Date: March 29, 2021

To: Prospective Respondents to ITN No.: DMS-20/21-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-20/21-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

EXHIBIT A

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 ~~to April 12, 2021~~ **April 29, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~April 19, 2021~~ **May 3, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~April 26, 2021~~ **May 10, 2021**

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		May 2021

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax to 850-922-6312, or by email to agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

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EXHIBIT A

Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

Addendum No. 4 to the following Invitation to Negotiate (ITN):

Mobile Communication Services

DMS-19/20-006

Date: April 27, 2021

To: Prospective Respondents to ITN No.: DMS-19/20-006

From: Caitlen Boles, Procurement Officer

Subject: Timeline Update

1. ITN No: DMS-19/20-006, subsection 1.8, Timeline of Events, the table is hereby amended as follows:

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
ITN posted on the VBS.		October 7, 2020
Deadline to submit questions to the Procurement Officer.	3:00 PM	October 28, 2020
Department's anticipated posting of answers to Respondent's questions on the VBS.		November 16, 2020
Deadline to submit Reply and all required documents to the Procurement Officer.	2:00 PM	November 30, 2020
Public Opening. Conference Room 101 4050 Esplanade Way Tallahassee, Florida 32399-0950 **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/198062149 **You can also dial in using your phone.** United States (Toll Free): 1 877 309 2073	3:00 PM	November 30, 2020

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TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
United States: +1 (646) 749-3129 **Access Code:** 198-062-149 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 198 062 149 Or dial directly: 198062149@67.217.95.2 or 67.217.95.2##198062149 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/198062149		
Anticipated Evaluations Phase.		December 4, 2020 to December 30, 2020
Anticipated Negotiations Phase.		January 4, 2021 to ~~April 29, 2021~~ **May 26, 2021**
Negotiation Team Public Meeting Conference Room 101 4050 Esplanade Way **Please join my meeting from your computer, tablet or smartphone.** https://global.gotomeeting.com/join/170310357 **You can also dial in using your phone.** United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 **Access Code:** 170-310-357 **Join from a video-conferencing room or system.** Dial in or type: 67.217.95.2 or inroomlink.goto.com Meeting ID: 170 310 357 Or dial directly: 170310357@67.217.95.2 or 67.217.95.2##170310357 New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/170310357	10:00 AM	~~May 3, 2021~~ **May 27, 2021**
Anticipated date to post Notice of Intent to Award on the VBS.		~~May 10, 2021~~ **June 1, 2021**

DocuSign Envelope ID: 7A8E64EC-7F69-45F7-9E9B-B2528340E7F8

TIMELINE OF EVENTS		
Events	**Event Time (ET)**	**Event Date**
Anticipated Contract Execution.		~~May 2021~~ **June 2021**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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AMENDMENT NO.: 1
CONTRACT NO.: DMS-19/20-006C
CONTRACT TITLE: MOBILE COMMUNICATION SERVICES

This Amendment No. 1 ("Amendment") to Contract No.: DMS-19/20-006C, Mobile Communications Services (the "Contract"), is by and between the State of Florida, Department of Management Services (the "Department"), and Verizon Wireless (the "Contractor"), collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into the Contract in accordance with Chapters 282 and 287, Florida Statutes (F.S.), effective August 24, 2021, for mobile communication services;

WHEREAS, the Parties desire to renew the Contract pursuant to Contract Section 1.2, Renewal, the Contract may be renewed up to five (5) years;

WHEREAS, statutory requirements require the Department to obtain certifications from the Contractor when the Contract is renewed or extended; and

WHEREAS, The Parties wish to amend the terms and conditions of the Contract as set forth herein.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Pursuant to Contract Section 1.2, Renewals, the Contract is hereby renewed for five (5) years commencing on August 24, 2026, and ending on August 23, 2031.

2. Contract Section 5.3, Diversity Reporting, is hereby deleted in its entirety and replaced as follows:

Section 5.3 Supplier Development

Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business

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enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

3. Contract Section 6.5, Scrutinized Companies – Termination by the Department, is hereby deleted in its entirety and replaced as follows:

Section 6.5 Scrutinized Companies

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The Contractor further certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:
https://www.sbafla.com/fsb/PerformanceReports.aspx.

4. Contract Section 6.7, E-Verify, is hereby deleted in its entirety and replaced as follows:

Section 6.7 E-Verify

The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor. By executing this contract, the Contractor certifies it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.

Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

5. Contract Section 19.11, Foreign Country of Concern, is added as follows:

Section 19.11 Foreign Country of Concern

If the Contract grants the Contractor access to an individual's personal identifying information, the

Docusign Envelope ID: C56693CF-F135-8BBA-808A-6E01CF76CA72

Contractor certifies it is not prohibited from entering into the Contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843, and attached hereto. Where applicable, execution of this attestation must be completed to enter into this contract and prior to any amendment or renewal of this Contract.

6. Contract Section 19.12, Use of Coercion for Labor or Services by a Non-Governmental Entity Contractor, is added as follows:

   19.12 Use of Coercion for Labor or Services by a Non-Governmental Entity

   The Contractor has provided to the Department an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S. ("Coerced Labor Affidavit"). The Contract, as amended, may be terminated if the Coerced Labor Affidavit is false.

7. Contract Section 19.13, Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies, is added as follows:

   19.13, Provision of Commodities Produced by Forced Labor; Denial or Revocation of the Right to Transact Business with Agencies

   The Contractor, having provided to the Department a certification signed by Senior Management in accordance with the requirements of section 287.1346, F.S. ("Forced Labor Certification"), must notify the Department within 30 days after gaining actual knowledge that the Contractor has provided to an agency a commodity produced, in whole or in part, by Forced Labor.

   The Contractor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

   The Contract, as amended, may be terminated if its Forced Labor Certification is false or if the Contractor is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

8. The following forms are incorporated into the Contract pursuant to statutory certification requirements:

   PUR 1355 Foreign Country of Concern Attestation
   PUR 2024 Use of Coercion for Labor or Services
   PUR 2023 Provision of Commodities Produced by Forced Labor

9. This Amendment is hereby made part of the Contract. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract shall remain in full force and effect. This Amendment sets forth the understanding between the Parties with regard to the subject matter thereof. To the extent any of the terms in this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

10. This Amendment is effective on the last date of execution.

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Tom Berger
4810BB6123514E1...

Tom Berger, ~~Interim~~ Secretary

8/10/2026 | 9:10 AM EDT

Date

VERIZON WIRELESS

DocuSigned by:
Clifton Miller, Jr.
7320C0CE2864447...

Signature

Clifton Miller, Jr

Print Name and Title

5/27/2026 | 11:29 AM EDT

Date

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Verizon Wireless is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Clifton Miller, Jr

Title: Sr. Director Contract Management (Wireless)

Signature: DocuSigned by: Clifton Miller, Jr. 7320C9CE2851447...

Date: 5/27/2026 | 11:29 AM EDT

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PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Verizon Wireless

Representative/Officer's Printed Name: Brenton Ferrara

Representative/Officer's Title: VP - Contract Management

Signature: Signed by: Brenton Ferrara E7C6C46CFD59411... Date: 5/26/2026 | 10:24 AM EDT

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Verizon Wireless

Senior Management's Printed Name: Brenton Ferrara

Senior Management Member's Title: VP - Contract Management

Signature: Signed by: Brenton Ferrara E7C6C46CFD59411... Date: 5/29/2026 | 2:01 PM EDT

Summary Sheet

Agenda Item: 7.

Meeting Date: November 5, 2026

Subject:
Publication Printing and Direct Mailing Services (Lynne Martzall)

Requested Action:
Request to renew contract #24-H-290 for Publication Printing and Direct Mailing Services to Southeastern Printing Company, Inc. of Hialeah, Florida from January 15, 2027, through January 14, 2029 with the option to renew for one (1) additional two (2) year renewal; and to authorize the Purchasing Manager to execute and approve the final renewal. The annual expenditure for these services will not exceed $300,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

Funding Source:
Approved Operating Budget

Placement:
Consent

Attachments: Summary Sheet

Background / Description:
Throughout the year, City departments require the printing of various publications. These publications include:

- The “Under the Sun” Magazine
- Water Quality Report
- Water Flushing Postcards
- Historical Calendar
- Event Mailers
- Various Renewal and Registration Notices
- Stationery: Business Cards, letterheads, and envelopes
- Recycling Brochures

The City currently utilizes Southeastern Printing Company, Inc., for printing and direct mailing services and has maintained a term contract with a single printing vendor for major publications for approximately 30 years. Southeastern Printing Company, Inc., has consistently provided high-quality products and timely service.

The estimated annual expenditure includes printing for various magazines, flyers, notices, and other major publications, along with postage for mailing these materials. Postage costs are determined after each publication is finalized and ready for printing and are treated as pass-through costs based on current USPS rates.

Planned printing expenditures are estimated at approximately $150,000, excluding postage. The recommended award accommodates major publications and printing citywide while providing sufficient contingency for urgent or unplanned printing needs.

The Communications and Marketing Department and Purchasing Division staff recommend renewing the contract #24-H-290 for the Publication Printing and Direct Mailing Services to Southeastern Printing Company, Inc. of Hialeah, Florida from January 15, 2027, through January 14, 2029 with the option to renew for one (1) additional two (2) year renewal. Request to authorize the Purchasing Manager to execute and approve the final renewal. The annual expenditure for these services will not exceed $300,000.

Presenting:
Lynne Martzall

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Publication Printing and Direct Mailing Services (Lynne Martzall)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to renew contract #24-H-290 for Publication Printing and Direct Mailing Services to **Southeastern Printing Company, Inc.** of Hialeah, Florida from January 15, 2027, through January 14, 2029 with the option to renew for one (1) additional two (2) year renewal. Request to authorize the Purchasing Manager to execute and approve the final renewal. The annual expenditure for these services will not exceed $300,000.

Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

BACKGROUND / DESCRIPTION:

Throughout the year, City departments require the printing of various publications. These publications include:

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Planned printing expenditures are estimated at approximately $150,000, excluding postage. The recommended award accommodates major publications and printing citywide while providing sufficient contingency for urgent or unplanned printing needs.

The Communications and Marketing Department and Purchasing Division staff recommend renewing the contract #24-H-290 for the Publication Printing and Direct Mailing Services to Southeastern Printing Company, Inc. of Hialeah, Florida from January 15, 2027, through

Subject: Publication Printing and Direct Mailing Services

January 14, 2029 with the option to renew for one (1) additional two (2) year renewal. Request to authorize the Purchasing Manager to execute and approve the final renewal. The annual expenditure for these services will not exceed $300,000.

Summary Sheet

Agenda Item: 8.

Meeting Date: November 5, 2026

Subject:
Online Marketplace for Purchases of Products and Services (Miguel Machuca)

Requested Action:
Request to ratify and approve the estimated yearly expenditure for contract No. 27-A-056M, Online Marketplace for Purchases of Products and Services utilizing Omnia Partners Contract No. R-TC-17006 to Amazon Services, LLC d/b/a Amazon Business of Seattle, Washington through January 18, 2028. The estimated annual expenditure is $490,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RATIFY, APPROVE)

Funding Source:
Approved Operating Budget

Placement:
Consent

Attachments: Summary Sheet

Background / Description:
The City's various departments have an ongoing need to procure operating supplies to assist in their day-to-day operations. These purchases are funded through the City's approved annual budget.

Prince William County Public Schools, Virginia, serving as the lead agency, competitively solicited a Request for Proposal (RFP) and awarded a contract to Amazon Services, LLC d/b/a Amazon Business on January 19, 2017. Omnia Partners, formerly known as U.S. Communities serves as the cooperative purchasing program administrator, facilitating contract access for participating public agencies.

The purpose of utilizing a cooperative purchasing contract is to leverage the buying power of the members with products or services purchased by most of the members to achieve the best pricing under a term contract. This cooperative contract also provides the City with an established purchasing platform that can streamline the acquisition of commonly used goods and reduce the administrative effort associated with procuring individual items.

Amazon Business offers an extensive online marketplace featuring a broad range of products, including office supplies, janitorial supplies, electronics, tools, machinery, hardware, and replacement parts. The contract also provides shipping benefits and rebate incentives, subject to the applicable contract terms and eligibility requirements. These features offer City departments a convenient purchasing resource for routine operational needs.

The Purchasing Division staff recommend ratifying and approving the estimated yearly

expenditure for contract No. 27-A-056M, Online Marketplace for Purchases and Services Omnia Partners Contract No. R-TC-17006 to Amazon Services, LLC d/b/a Amazon Business of Seattle, Washington through January 18, 2028. The estimated annual expenditure is $490,000.

Presenting:
Miguel Machuca

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Online Marketplace for Purchases of Products and Services (Miguel Machuca)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to ratify and approve the estimated yearly expenditure for contract No. 27-A-056M, Online Marketplace for Purchases of Products and Services utilizing Omnia Partners Contract No. R-TC-17006 to **Amazon Services, LLC d/b/a Amazon Business** of Seattle, Washington through January 18, 2028. The estimated annual expenditure is $490,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RATIFY, APPROVE)

BACKGROUND / DESCRIPTION:

The City's various departments have an ongoing need to procure operating supplies to assist in their day-to-day operations. These purchases are funded through the City's approved annual budget.

Prince William County Public Schools, Virginia, serving as the lead agency, competitively solicited a Request for Proposal (RFP) and awarded a contract to Amazon Services, LLC d/b/a Amazon Business on January 19, 2017. Omnia Partners, formerly known as U.S. Communities serves as the cooperative purchasing program administrator, facilitating contract access for participating public agencies.

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The Purchasing Division staff recommend ratifying and approving the estimated yearly expenditure for contract No. 27-A-056M, Online Marketplace for Purchases and Services Omnia Partners Contract No. R-TC-17006 to Amazon Services, LLC d/b/a Amazon Business of Seattle, Washington through January 18, 2028. The estimated annual expenditure is $490,000.

Summary Sheet

Agenda Item: 9.

Meeting Date: November 5, 2026

Subject:
Human Resource Software (Kathy Reul)

Requested Action:
Request to renew contract #24-H-355NC for Human Resource Software to **Governmentjobs.com, Inc. d/b/a NEOGOV** of El Segundo, California from date of award through September 30, 2027, for a total amount of $168,039.41; and to authorize the Purchasing Manager to approve yearly contract renewals that do not exceed an annual increase of 5% of the contract value.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW, AUTHORIZE)

Funding Source:
Approved Capital and Approved Operating Budget

Placement:
Consent

Attachments: Summary Sheet
#1 - Third Agreement
#2 - Exhibit A

Background / Description:
On November 6, 2024, the City Commission awarded the contract for Human Resource Software to Governmentjobs.com, Inc. d/b/a NEOGOV on a sole-source basis. NEOGOV is the premiere Software as a Service (SAAS) provider that is specifically designed to cater to the public sector to meet compliance, reporting, and regulatory requirements that is utilized by over 1,800 public agencies.
The City utilizes many of the NEOGOV modules including Governmentjobs.com, Inc. platform to facilitate the posting and hiring of personnel. NEOGOV also offers a centralized online educational platform tailored to the public sector. The online educational platform offers over 2,500 courses, a course-builder program with an easy-to-use intuitive interface, and the ability to add classroom training and track employee license and certification renewals specific to the public sector.
The Information Technology Department and the Purchasing Division staff recommend renewing contract #24-H-355NC for Human Resource Software to Governmentjobs.com, Inc. d/b/a NEOGOV of El Segundo, California from date of award through September 30, 2027, for a total amount of $168,039.41. Request to authorize the Purchase Manager to approve yearly contract renewals that do not exceed an annual increase of 5% of the contract value.

Presenting:
Kathy Reul

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Human Resource Software (Kathy Reul)

PLACEMENT: Consent

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to renew contract #24-H-355NC for Human Resource Software to **Governmentjobs.com, Inc. d/b/a NEOGOV** of El Segundo, California from date of award through September 30, 2027, for a total amount of $168,039.41. Request to authorize the Purchasing Manager to approve yearly contract renewals that do not exceed an annual increase of 5% of the contract value.

Funding Source: Approved Capital and Approved Operating Budgets.
Strategic Goal: Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – NEOGOV Third Amendment
#2 – Exhibit "A"

BACKGROUND / DESCRIPTION:

On November 6, 2024, the City Commission awarded the contract for Human Resource Software to Governmentjobs.com, Inc. d/b/a NEOGOV on a sole-source basis. NEOGOV is the premiere Software as a Service (SAAS) provider that is specifically designed to cater to the public sector to meet compliance, reporting, and regulatory requirements that is utilized by over 1,800 public agencies.

The City utilizes many of the NEOGOV modules including Governmentjobs.com, Inc. platform to facilitate the posting and hiring of personnel. NEOGOV also offers a centralized online educational platform tailored to the public sector. The online educational platform offers over 2,500 courses, a course-builder program with an easy-to-use intuitive interface, and the ability to add classroom training and track employee license and certification renewals specific to the public sector.

The Information Technology Department and the Purchasing Division staff recommend renewing contract #24-H-355NC for Human Resource Software to **Governmentjobs.com, Inc. d/b/a NEOGOV** of El Segundo, California from date of award through September 30, 2027, for a total amount of $168,039.41. Request to authorize the Purchase Manager to approve yearly contract renewals that do not exceed an annual increase of 5% of the contract value.

THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND GOVERNMENTJOBS.COM, d/b/a NEOGOV FOR SOFTWARE AND LEARN AND WORKMATES SOFTWARE FOR THE CITY EMPLOYEES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

GOVERNMENTJOBS.COM
d/b/a NEOGOV
a Florida Corporation
1200 South Pine Island
Plantation, Florida 33324
(hereinafter referred to as "CONTRACTOR")

WHEREAS, CITY and CONTRACTOR entered into an Agreement on September 20, 2022 for Learn and Workmates Software; and

WHEREAS, CITY and CONTRACTOR entered into an Agreement to consolidate all the City's Services through NEOGOV for HR Software on November 6, 2024, through September 30, 2026; and

WHEREAS, on August 6, 2025, the CITY entered an Amendment adding additional City Services through CONTRACTOR; and

WHEREAS, on May 21, 2026, the CITY entered an Amendment adding additional City Services through CONTRACTOR, removing eForms and CAPRA National Accreditation Standards and extending the term through September 30, 2027; and

WHEREAS, the parties desire to amend the Agreement to substitute the contents of Exhibit "1" in the aforementioned amendment with the updated provisions attached hereto and incorporated herein as Exhibit "2"; and

WHEREAS, the City concurs with the recommendation of staff; now therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Section 3 of the Agreement shall hereby be amended as follows:

Exhibit "1" of the Amendment, which replaced Exhibit "B" of the Agreement, shall be replaced in its entirety and replaced with the new Exhibit "2," attached hereto and incorporated herein.

SECTION 3. **AI ADDENDUM**

The parties hereby agree that CONTRACTOR's AI Addendum, located at https://www.neogov.com/service-specifications , as may be updated from time to time, is hereby incorporated into and made a part of the Agreement by reference. In the event of any conflict or inconsistency between the terms of the Agreement and the AI Addendum regarding AI features, software functionality, or AI output, the terms of the AI Addendum shall control.

SECTION 4. **TERM OF AGREEMENT**

This Amendment shall be retroactive to October 1, 2026, and shall terminate September 30, 2027.

SECTION 5. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 7. This Third Amendment shall be retroactive to October 1, 2026, upon City Approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and GOVERNMENTJOBS.COM, d/b/a NEOGOV, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS

SCOTT BROOK, Mayor

Approved as to form:

Andrew B. Dunkiel

ANDREW B. DUNKIEL
Deputy City Attorney

GOVERNMENTJOBS.COM
d/b/a NEOGOV

DocuSigned by:
By: C48A2B32DE9F457...

Title: CFO

Print Name: Alex Chun

NEOGOV LEGAL
APPROVED
By Roger Bissell at 4:22 pm, Oct 15, 2026

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

NEOGOV

PowerDMS by NEOGOV

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245
Email: billing@neogov.net
Phone: (310) 426-6304
EIN: 33-0888748

Need a W-9? Click here: **W-9 PDF**

Invoice Summary:

Invoice No.:	INV-165254
Invoice Date:	08-04-2026
Due Date:	10-03-2026
Payment Terms:	Net 60
Purchase Order No.:	
Customer No.:	A-1346

Customer Billing Information
Kathy Reul Coral Springs, City of (FL) 9500 W. Sample Road Coral Springs, FL 33065 US

Customer Shipping Information
Coral Springs, City of (FL) 9500 W. Sample Road Coral Springs, FL 33065 US

Invoice Details:

Product	Start Date	End Date	Quantity	Total Price ($USD)
API Complete Package Subscription	10-01-2026	09-30-2027	1	$0.00
Employee Import Subscription	10-01-2026	09-30-2027	1020	$3,698.75
Governmentjobs.com Subscription	10-01-2026	09-30-2027	1020	$3,896.77
Insight Subscription	10-01-2026	09-30-2027	1020	$21,664.42
Learn Subscription	10-01-2026	09-30-2027	1020	$42,889.91
Legacy Training Included	10-01-2026	09-30-2027	1199	$0.00
Onboard Subscription	10-01-2026	09-30-2027	1020	$20,906.31
Perform Subscription	10-01-2026	09-30-2027	1020	$37,691.73
PowerPolicy Professional Subscription	10-01-2026	09-30-2027	1199	$21,672.17
PowerPolicy SSO	10-01-2026	09-30-2027	1199	$2,201.91
PowerReady (formerly PowerFTO) Subscription	10-01-2026	09-30-2027	362	$11,081.41
Single Sign On Subscription	10-01-2026	09-30-2027	1020	$2,336.03

SUBTOTAL ($USD)	$168,039.41
Sales Tax	$0.00
TOTAL	$168,039.41
Payments	$0.(

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

Credits	$0.00
Balance Due ($USD)	**$168,039.41**

Payment Instructions:

Remit checks to:	**Remit electronic payments to:**	**Credit card payments:**
Governmentjobs.com, Inc. DEPT LA 25067 Pasadena, CA 91185-5067	Silicon Valley Bank Name: Governmentjobs.com, Inc. Account #: 3302022848 Routing #: 121140399 Swift Code: SVBUS6SIBO	Credit Card Payment Portal Link

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

NEOGOV AI Addendum

This Addendum applies only to the AI Tools provided to Customer by NEOGOV as part of the Services. For purposes of this Addendum, "AI Tools" means large language models (LLMs) or other machine learning or artificial intelligence features of Services. The following terms ("AI Terms") are hereby added to and incorporated in the terms of the most recently published NEOGOV Services Agreement available at: https://www.neogov.com/service-specifications (the "Agreement"). Capitalized terms not defined in AI Addendum have the meanings given in the Agreement.

1. Use of AI Tools. Customer may submit Customer Data (including in the form of prompts or queries) to AI Tools ("Inputs") and receive outputs from the AI Tools ("Outputs"). Customer's use of AI Tools are optional and NEOGOV shall disclose the use of any AI Tools in each Service.

2. Warranties and Disclaimers.

    a. Due to the nature of the AI Tools, NEOGOV does not represent or warrant that (a) Output will be accurate, complete, or current, (b) Output will be unique to Customer as NEOGOV may generate the same or similar output to NEOGOV's other customers due to the nature of generative AI, (c) Output will not incorporate or reflect third-party content or materials, or (d) Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Output shall be excluded from NEOGOV's indemnification obligations under Section 14(b) of the Agreement.

    b. Outputs are generated through machine learning processes and are not independently verified by NEOGOV and are not guaranteed to be accurate, complete or current by NEOGOV. NEOGOV disclaims all liability in connection with any errors, inaccuracies or omissions in connection with the Outputs. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Output is suggestive in nature only and must be critically assessed by Customer using human review for accuracy and applicability. Customer is solely responsible for its Input and use of the Output and may elect not to utilize the AI Tools as part of the Services. The warranty disclaimers and limitations of liability in the Agreement for the Services apply to the AI Tools.

3. Customer's Usage. When customer uses AI Tools, Output shall be Customer Data. Customer is solely responsible for the development, content, operation, maintenance, use and delivery of its Inputs and Customer Data. Without limiting any restrictions on use of the Services in the Agreement, Customer will not and will not permit anyone else to: (a) use the AI Tools or any Output to infringe any third-party rights, (b) use the AI Tools or any Output to develop, train or improve any AI or ML, (c) represent any Output as being approved or vetted by NEOGOV, (d) represent any Output as being an original work or a wholly human-generated work, (e) use the AI Tools for purposes or with effects that are discriminatory, harassing, harmful or unethical, (g) use the AI Tools in violation of any applicable law, including laws regarding data privacy and automated decision making technologies, and (h) use the AI Tools for any impermissible purposes including employment decisions.

4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will prevail with respect to the use of any AI Tools.

5. No Training on Customer Data. NEOGOV shall not use any Customer Data, including Inputs and Outputs, to train, retrain, fine-tune, or improve any artificial intelligence or machine learning model for purposes outside of performing the Services for Customer without Customer's consent. This prohibition survives expiration or termination of the Agreement. This Section does not limit NEOGOV's use of Platform Data as permitted under the Agreement.

Agreement -- Pending Commission Approval

Final Audit Report 2026-10-28

Created:	2026-10-28
By:	Monica Edman (medman@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz7uce4totVuKGGFglb_XKtOKJkZ5Mrrc

"Agreement -- Pending Commission Approval" History

Document created by Monica Edman (medman@coralsprings.gov)
2026-10-28 - 4:38:59 PM GMT- IP address: 199.27.247.2

Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2026-10-28 - 4:39:28 PM GMT

Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2026-10-28 - 4:40:43 PM GMT- IP address: 99.33.196.57

Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2026-10-28 - 7:43:17 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-28 - 7:43:17 PM GMT

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

NEOGOV

PowerDMS by NEOGOV

INVOICE

Vendor Information / Contact:

2120 Park Pl, Suite 100
El Segundo, CA 90245
Email: billing@neogov.net
Phone: (310) 426-6304
EIN: 33-0888748

Need a W-9? Click here: **W-9 PDF**

Invoice Summary:

Invoice No.:	INV-165254
Invoice Date:	08-04-2026
Due Date:	10-03-2026
Payment Terms:	Net 60
Purchase Order No.:	
Customer No.:	A-1346

Customer Billing Information
Kathy Reul Coral Springs, City of (FL) 9500 W. Sample Road Coral Springs, FL 33065 US

Customer Shipping Information
Coral Springs, City of (FL) 9500 W. Sample Road Coral Springs, FL 33065 US

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TOTAL	$168,039.41
Payments	$0.0

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

Credits	$0.00
Balance Due ($USD)	**$168,039.41**

Payment Instructions:

Remit checks to:	**Remit electronic payments to:**	**Credit card payments:**
Governmentjobs.com, Inc. DEPT LA 25067 Pasadena, CA 91185-5067	Silicon Valley Bank Name: Governmentjobs.com, Inc. Account #: 3302022848 Routing #: 121140399 Swift Code: SVBUS6SIBO	Credit Card Payment Portal Link

By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.

Docusign Envelope ID: F6074E64-E081-83BE-83C2-EA7682861E90

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4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will prevail with respect to the use of any AI Tools.

5. No Training on Customer Data. NEOGOV shall not use any Customer Data, including Inputs and Outputs, to train, retrain, fine-tune, or improve any artificial intelligence or machine learning model for purposes outside of performing the Services for Customer without Customer's consent. This prohibition survives expiration or termination of the Agreement. This Section does not limit NEOGOV's use of Platform Data as permitted under the Agreement.

Summary Sheet

Agenda Item: 10.

Meeting Date: November 5, 2026

Subject:
One Solution Software (Stephen Dyer)

Requested Action:
Request to approve the Thirty-Sixth Amendment to the Agreement #13-D-039 for Third Party License Fees, Professional Services, Installation, and Configuration, Technical, Consulting Services, Training, and Project Management Services from **Superion, LLC** of Lake Mary, Florida in the amount of $397,496; and to authorize the Purchasing Manager to approve yearly software renewals within $500,000 and amendments within the designated procurement authority.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, AUTHORIZE)

Funding Source:
Approved Operating Budget

Placement:
Consent

Attachments: Summary Sheet
#1 â€“ Thirty-Sixth Amendment to the Agreement

Background / Description:
The City entered into a Software License and Services Agreement on April 17, 2013 with Superion, LLC (formerly Ramundsen and SunGard Public Sector) to replace existing HTE software.

The Thirty-Sixth Amendment is an ongoing renewal of the City's Central Square software that encompasses various software that is utilized by our Building Department, Community Development and Police Department.

The Information Technology Department and the Purchasing Division staff recommend approving the Thirty-Sixth Amendment with Superion, LLC of Lake Mary, Florida in the amount of $397,496. Request to authorize the Purchasing Manager to approve yearly software renewals within $500,000 and amendments within the designated procurement authority.

Presenting:
Stephen Dyer

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: One Solution Software (Stephen Dyer)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)

Request to approve the Thirty-Sixth Amendment to the Agreement #13-D-039 for Third Party License Fees, Professional Services, Installation, and Configuration, Technical, Consulting Services, Training, and Project Management Services from **Superion LLC** of Lake Mary, Florida in the amount of $397,496. Request to authorize the Purchasing Manager to approve yearly software renewals within $500,000 and amendments within the designated procurement authority.

Funding Source: Approved Operating Budget.
Strategic Goal: Innovative High-Performing and Sustainable Organization.

(REQUEST TO APPROVE, AUTHORIZE)

ATTACHMENTS: #1 – Thirty-Sixth Amendment to the Agreement

BACKGROUND / DESCRIPTION:

The City entered into a Software License and Services Agreement on April 17, 2013 with Superion, LLC (formerly Ramundsen and SunGard Public Sector) to replace existing HTE software.

The Thirty-Sixth Amendment is an ongoing renewal of the City's Central Square software that encompasses various software that is utilized by our Building Department, Community Development and Police Department.

The Information Technology Department and the Purchasing Division staff recommend approving the Thirty-Sixth Amendment with Superion, LLC of Lake Mary, Florida in the amount of $397,496. Request to authorize the Purchasing Manager to approve yearly software renewals within $500,000 and amendments within the designated procurement authority.

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

THIRTY-SIXTH AMENDMENT TO SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND SUPERION, LLC, A CENTRAL SQUARE COMPANY

THIS THIRTY-SIXTH AMENDMENT TO AGREEMENT, made and entered into the ____day of _____, 2026 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

SUPERION, LLC
a Central Square Company
a Florida limited liability company
1000 Business Center Drive
Lake Mary, Florida 32746
(hereinafter referred to as "CONTRACTOR")

WHEREAS, CITY and SunGard Public Sector, LLC entered into a Software License and Services Agreement on April 17, 2013 (the "Agreement"); and

WHEREAS, CITY and SunGard renewed the Agreement each year, executing the Fourth Amendment on August 17, 2016; and

WHEREAS, the Agreement was assigned to Ramundsen, and CITY and Ramundsen executed a Fifth Amendment to the Agreement on May 3, 2017; and

WHEREAS, the Agreement was assigned to CONTRACTOR, and CITY and CONTRACTOR executed a Sixth Amendment to the Agreement on June 21, 2017; and

WHEREAS, CITY and CONTRACTOR have renewed and amended the Agreement from year to year and most recently executed a Thirty-Fifth Amendment on October 14, 2026, to add software subscriptions and services; and

WHEREAS, the parties desire to provide for the Newcom software subscription services for the period commencing October 9, 2026, and continuing through December 31, 2026, and to renew the Agreement through December 31, 2027, for the software maintenance and subscription services;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **TERM OF AGREEMENT**

The Agreement is hereby renewed for a one (1) year term commencing January 1, 2027, and continuing through December 31, 2027, for the services identified in Exhibit "A" and Exhibit "B", subject to the termination provisions of the Agreement. The Newcom software subscription services identified in Exhibit "C" shall cover the period commencing October 9, 2026, and continuing through December 31, 2026.

SECTION 3. **COMPENSATION**

3.01 For the January 1, 2027, through December 31, 2027, renewal term, CITY shall pay CONTRACTOR Thirty Thousand One Hundred Forty-Four Dollars and Sixty-Two Cents ($30,144.62) for the Public Administration services identified in Renewal Order No. Q-275974, attached hereto and incorporated herein as Exhibit "A", and Three Hundred Fifty-Eight Thousand One Hundred Fifty-Eight Dollars and Sixty-Six Cents ($358,158.66) for the Public Safety services identified in Renewal Order No. Q-276966, attached hereto and incorporated herein as Exhibit "B".

3.02 In addition to the 2027 renewal compensation stated above, CITY shall pay CONTRACTOR Nine Thousand One Hundred Ninety-Two Dollars and Forty-Eight Cents ($9,192.48) for the Newcom software subscription services identified in Invoice No. 474544, attached hereto as Exhibit "C" and incorporated herein. The total compensation authorized by this Thirty-Sixth Amendment is Three Hundred Ninety-Seven Thousand Four Hundred Ninety-Five Dollars and Seventy-Six Cents ($397,495.76).

3.03 Exhibits "A", "B", and "C" are incorporated solely to identify the software, services, applicable service periods, and pricing expressly authorized by this Amendment. Any additional or conflicting terms and conditions contained in those Exhibits shall not modify or supersede the Agreement, as previously amended, or this Amendment. In the event of a conflict, this Amendment shall control.

SECTION 4. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 5. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 6. This Amendment shall become effective upon City Commission approval.

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and SUPERION, LLC, a Central Square Company have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS

SCOTT BROOK, Mayor

Approved as to form:

Andrew B. Dunkiel

ANDREW B. DUNKIEL
Deputy City Attorney

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

SUPERION, LLC
a Central Square Company

By: DocuSigned by: Steve Castle
7B1217E7ADD94A9...

Title: Director, Renewals

Print Name: 10/28/2026

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Exhibit A

Renewal Order prepared by:
Ashley Lemerond
ashley.lemerond@centralsquare.com

Renewal Order #: Q-275974
Start Date: January 1, 2027
End Date: December 31, 2027
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Alexandra Frederick, IT Business Analyst
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
(954) 344-1000

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Bluebeam Server API for TRAKiT	1	2,352.91 USD
2.	CodeTRAK Annual Maintenance Fee	1	0.00 USD
3.	Cognos BI: Base Bundle Multi-Data Source Annual Maintenance Fee	1	4,496.61 USD
4.	Cognos BI: Café (Analysis for Excel) Annual Maintenance Fee	1	196.24 USD
5.	CRM TRAK	1	2,485.08 USD
6.	eTRAKiT Citizen Portal Annual Maintenance Fee	1	3,660.99 USD
7.	GeoTRAK Update Routine Legacy Annual Maintenance Fee	1	0.00 USD
8.	iTRAKiT Code Annual Maintenance Fee	1	0.00 USD
9.	iTRAKiT Inspect Annual Maintenance Fee	1	0.00 USD
10.	LicenseTRAK Annual Maintenance Fee	1	0.00 USD
11.	PermitTRAK Annual Maintenance Fee	1	0.00 USD
12.	ProjectTRAK Annual Maintenance Fee	1	0.00 USD
13.	TRAKiT Community Development Core Annual Maintenance Fee	1	0.00 USD
14.	TRAKiT Credit Card Reader Interface Annual Maintenance Fee	1	0.00 USD
15.	TRAKiT End User License	5	2,473.36 USD
16.	TRAKiT GIS Standard Engine Annual Maintenance Fee	1	0.00 USD
17.	TRAKiT9 Community Development Suite User License	4	4,127.40 USD
18.	TRAKiT9 Community Development Suite User License Annual	20	10,352.03 USD

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Renewal Order prepared by:
Ashley Lemerond
ashley.lemerond@centralsquare.com

Maintenance Fee	

Renewal Order Total:	30,144.62 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Exhibit B

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Renewal Order #: Q-276966
Start Date: January 1, 2027
End Date: December 31, 2027
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
IT Vendor Email, Email for Renewals
Coral Springs Police Department
9500 W Sample Rd.
Coral Springs, Florida 33065
954-346-1201

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CryWolf Alarm Full Use Additional Workstation Annual Maintenance Fee	1	1,279.78 USD
2.	CryWolf Alarm Full Use Workstation Annual Maintenance Fee	1	5,062.22 USD
3.	CryWolf Alarm Program Web Page Annual Maintenance Fee	1	1,686.06 USD
4.	Neverfail Virtual Enterprise Bundle Annual Maintenance Fee	1	21,425.80 USD
5.	ONESolution Accident Annual Maintenance Fee	1	804.33 USD
6.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	1,182.81 USD
7.	ONESolution Animal Control Annual Maintenance Fee	1	831.22 USD
8.	ONESolution Asset Management Annual Maintenance Fee	1	354.86 USD
9.	ONESolution Bike Registration Annual Maintenance Fee	1	637.62 USD
10.	ONESolution CAD Client AVL License Annual Maintenance Fee	13	6,919.53 USD
11.	ONESolution CAD Client AVL License Annual Maintenance Fee	7	3,062.43 USD
12.	ONESolution CAD Console License Annual Maintenance Fee	7	5,971.57 USD
13.	ONESolution CAD Console License Annual Maintenance Fee	10	10,379.27 USD
14.	ONESolution CAD Custom Modifications Annual Maintenance Fee	1	1,579.12 USD
15.	ONESolution CAD Custom Modifications Annual Maintenance Fee	1	210.56 USD
16.	ONESolution CAD Map Display & Map Maintenance Software	7	2,296.76 USD

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

	License Annual Maintenance Fee		
17.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	1,197.61 USD
18.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	12	4,790.36 USD
19.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	5	1,330.95 USD
20.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	1	337.46 USD
21.	ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	1,774.22 USD
22.	ONESolution CAD to MOSCAD Interface Annual Maintenance Fee	1	1,640.54 USD
23.	ONESolution Calls For Service Annual Maintenance Fee	1	638.73 USD
24.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	12,801.15 USD
25.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	2,365.66 USD
26.	ONESolution E911 Interface Annual Maintenance Fee	1	1,463.74 USD
27.	ONESolution Emergency Pro Export Annual Maintenance Fee	1	236.56 USD
28.	ONESolution Emergency Pro Export Annual Maintenance Fee	1	1,203.04 USD
29.	ONESolution Florida Accident Repository Interface Annual Maintenance Fee	1	1,774.22 USD
30.	ONESolution Gang Annual Maintenance Fee	1	831.22 USD
31.	ONESolution Generic CAD Event Export-Law/Fire/EMS	1	1,488.01 USD
32.	ONESolution Generic Permit Annual Maintenance Fee	1	804.34 USD
33.	ONESolution MACH IP Based Toning Interface Annual Maintenance Fee	1	4,679.44 USD
34.	ONESolution MCT Client AVL License Annual Maintenance Fee	250	8,872.58 USD
35.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	9,314.75 USD
36.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	250	58,847.42 USD
37.	ONESolution MCT Client-MAPS Annual Maintenance Fee	250	11,828.96 USD

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

38.	ONESolution MFR Client Annual Maintenance Fee	200	47,077.96 USD
39.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	200	18,926.33 USD
40.	ONESolution MFR Client-Arrest Annual Maintenance Fee	200	14,196.11 USD
41.	ONESolution MFR Client-Citation Annual Maintenance Fee	200	18,926.33 USD
42.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	15	1,774.22 USD
43.	ONESolution MFR-Citation Custom Form Annual Maintenance Fee	1	1,774.22 USD
44.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	12,490.66 USD
45.	ONESolution Mobile Server Software Annual Maintenance Fee	1	14,678.89 USD
46.	ONESolution Motorola Astro 25 System Interface Annual Maintenance Fee	1	5,914.15 USD
47.	ONESolution Multi-Jurisdictional RMS Option	1	583.29 USD
48.	ONESolution Notification Annual Maintenance Fee	1	1,726.94 USD
49.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	1,531.15 USD
50.	ONESolution OSMCT Upgrade Annual Subscription Fee	1	0.00 USD
51.	ONESolution Parking Ticket Administration Annual Maintenance Fee	1	1,728.02 USD
52.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
53.	ONESolution Records Management System Annual Maintenance Fee	1	12,703.57 USD
54.	ONESolution Residential Security Watch Annual Maintenance Fee	1	638.73 USD
55.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	1,064.53 USD
56.	ONESolution RMS Training Module Annual Maintenance Fee	1	827.98 USD
57.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	5,322.68 USD
58.	ONESolution Traffic Citation Accounting Transmission System (TCATS) Interface Annual Subscription Fee	1	4,368.00 USD

Renewal Order Total: 358,158.66 USD

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Renewal Order prepared by:
Jenny McPherson
jenny.mcpherson@centralsquare.com

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Docusign Envelope ID: D4765D0F-422D-8ACA-8236-7B963745D6AF

Exhibit C

CENTRALSQUARE

Invoice

Invoice No	Date	Page
474544	10/8/2026	1 of 1

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Coral Springs
IT Vendor Email
9500 W Sample Rd.
Coral Springs FL 33065
United States

Ship To
City of Coral Springs
IT Vendor Email
9500 W Sample Rd.
Coral Springs FL 33065
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
6808	City of Coral Springs		USD	11/7/2026

Invoice Sequence Number 1 of 1
Quote No. Q-269495
Order No. 00126380

	Description	Units	Rate	Extended
1	Newcom Miscellaneous Software - Annual Subscription Fee Maintenance: Start:10/9/2026, End: 12/31/2026	1	8,329.32	8,329.32
2	Newcom Miscellaneous Software - Annual Subscription Fee Maintenance: Start:10/9/2026, End: 12/31/2026	1	654.37	654.37
3	Newcom Miscellaneous Software - Annual Subscription Fee Maintenance: Start:10/9/2026, End: 12/31/2026	1	208.79	208.79

Please include invoice number(s) on your remittance advice.
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	9,192.48
Tax	0.00
Invoice Total	9,192.48
Payments Applied	0.00
Balance Due	**USD 9,192.48**

36th Amendment -- Pending Signature w Exhibits CST Signed

Final Audit Report 2026-10-28

Created:	2026-10-28
By:	Monica Edman (medman@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARH7RVSIv1u0RbO5hEYICrTzxwjk6z5EL

"36th Amendment -- Pending Signature w Exhibits CST Signed" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2026-10-28 - 1:52:37 PM GMT- IP address: 199.27.247.2

Document created by Monica Edman (medman@coralsprings.gov)
2026-10-28 - 3:12:56 PM GMT- IP address: 199.27.247.2

Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2026-10-28 - 3:13:29 PM GMT

Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2026-10-28 - 3:15:33 PM GMT- IP address: 199.27.247.2

Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2026-10-28 - 3:26:22 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-28 - 3:26:22 PM GMT

Summary Sheet

Agenda Item: 11.

Meeting Date: November 5, 2026

Subject:
Proclamation, America Recycles Day (City Commission)

Requested Action:
Request that the City Commission proclaim November 15, 2026 as "America Recycles Day" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

Placement:
Consent

Attachments: BSWA Proclamation America Recycles Day 2026.pdf

Background / Description:
Broward County's recycling rate is currently 41 percent, well below the State of Florida's 75 percent goal. That gap represents a significant opportunity for our community to improve. The City of Coral Springs supports this effort by offering comprehensive waste and recycling services for residents including curbside and drop-off recycling, safe household hazardous waste drop-off and electronics recycling, and organics drop-off and composting. The City promotes waste reduction and sustainability year-round by engaging residents and businesses at events and through social media, conducting educational workshops, collaborating with local organizations and engaging students, hosting litter cleanups, and ensuring all City staff are trained on waste reduction and proper recycling. America Recycles Day reminds us that individual actions, multiplied across every resident, business, and institution in our community, can meaningfully improve our recycling rate and strengthen our solid waste system. As residents, business owners, and visitors, we share responsibility for recycling correctly and reducing contamination. The Solid Waste Authority of Broward County therefore calls on municipalities to celebrate November 15, 2026, as America Recycles Day, and encourages residents, businesses, schools, nonprofits, and community partners throughout Broward County to recycle right and take practical steps toward a cleaner, more sustainable future. By working together to recycle right, we can reduce contamination, protect the workers who keep our recycling system running safely, support a stronger domestic recycling economy, and move Broward County closer to the State's 75 percent goal.

Requested By:
Commissioner Cerra

Presenting:
Commissioner Cerra

Accepting:
N/A - Item is under consent.

SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Proclamation

AMERICA RECYCLES DAY 2026

WHEREAS, the Solid Waste Authority of Broward County (SWA) was created to advance a long-term, environmentally sustainable, innovative, and economically efficient approach to reducing, reusing, recycling, and responsibly managing the waste generated in Broward County; and

WHEREAS, Broward County's current recycling rate stands at 41 percent, far short of the State of Florida's goal of 75 percent, representing a significant opportunity for improvement across our community; and

WHEREAS, through the work of the SWA, recycling will be standardized across all Interlocal Agreement (ILA) member communities, making recycling easier and more convenient for residents regardless of municipal boundary; and

WHEREAS, as residents, business owners, and visitors of Broward County, it is everyone's responsibility to recycle right and reduce contamination; and

WHEREAS, recycling right protects the workers on the front lines of our recycling system, who work to ensure cords and tanglers do not jam sorting machinery and that hazardous materials do not create fires or other safety hazards at Material Recovery Facilities (MRFs); and

WHEREAS, by reducing contamination and eliminating wish-cycling behaviors, placing items in the recycling cart out of hope rather than certainty, we can help ensure that recyclable materials are actually recycled; and

WHEREAS, by placing recyclable materials in our recycling carts instead of our garbage carts, we are removing valuable items from our waste stream and diverting them from the landfill and waste-to-energy facility; and

WHEREAS, the SWA supports the continued development of a strong domestic market for commodities made from recycled materials, strengthening the economic viability of recycling both locally and nationally; and

WHEREAS, America Recycles Day provides an opportunity for the Broward County community to recognize that individual actions, multiplied across two million residents and thousands of businesses and institutions, can meaningfully improve our recycling rate and strengthen our solid waste system;

NOW, THEREFORE, the Solid Waste Authority of Broward County hereby calls on municipalities, to celebrate November 15, 2026, as America Recycles Day, and encourage residents, businesses, schools, nonprofits, and community partners throughout Broward County to recycle right and take practical steps toward a cleaner, more sustainable future.

By working together to recycle right, we can reduce contamination, protect the workers who keep our recycling system running safely, support a stronger domestic recycling economy, and move Broward County closer to the State's 75 percent recycling goal.

IN WITNESS WHEREOF, the Solid Waste Authority of Broward County proclaims America Recycles Day 2026 in Broward County on this 15th day of November 2026.

Mayor Mike Ryan
Chair, Solid Waste Authority of Broward County

Summary Sheet

Agenda Item: 12.

Meeting Date: November 5, 2026

Subject:
Proclamation, Family Court Awareness Month (City Commission)

Requested Action:
Request that the City Commission proclaim November 2026 as "Family Court Awareness Month" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

Placement:
Consent

Requested By:
Mayor Brook

Presenting:
Mayor Brook

Summary Sheet

Agenda Item: 13.

Meeting Date: November 5, 2026

Subject:
Proclamation, National Epilepsy Awareness Month (City Commission)

Requested Action:
Request that the City Commission proclaim November 2026 as "National Epilepsy Awareness Month" in the City of Coral Springs.
(REQUEST TO PROCLAIM)

Placement:
Consent

Background / Description:
National Epilepsy Awareness Month is officially recognized each November. Nationwide, federal, state, and local leaders issue proclamations to honor the 3.4 million Americans living with epilepsy, educate the public about seizure first aid, and urge communities to reduce social stigma. People with epilepsy and seizures experience multiple daily challenges, such as mood changes, sleep, thinking and memory issues, and social and financial concerns. Judgment and a lack of information about the condition can also create more obstacles for members of the epilepsy community. National Epilepsy Awareness Month is an entire month dedicated to uplifting individuals living with the epilepsies and educating the public on what it means to experience seizures.

Accepting:
This proclamation was mailed to The Epilepsy Alliance of Florida.

Summary Sheet

Agenda Item: 14.

Meeting Date: November 5, 2026

Subject:
Proclamation, Lung Cancer Awareness Month (City Commission)

Requested Action:
Request that the City Commission proclaim November 2026 as "Lung Cancer Awareness Month" in the City Commission of Coral Springs.
(REQUEST TO PROCLAIM)

Placement:
Consent

Summary Sheet

Agenda Item: 15.

Meeting Date: November 5, 2026

Subject:
Ordinance 2026-116, Second Reading, Amending FY 2026 Operating Budget (Ileana Kyriakides)

Requested Action:
Request to approve and adopt on second reading of Ordinance 2026-116, which amends Ordinance 2025-117, as amended by ordinance 2026-105 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2025-2026, by amending Exhibit "A", the Annual Operating Budget, to increase the Debt fund by eighteen million eight hundred sixty-four thousand and eight hundred ($18,864,800) for a total amount $29,148,920.
First reading held October 21, 2026.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE, ADOPT)

Funding Source:
Not Applicable

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - Ordinance 2026-116
#2 - Ordinance 2026-105
#3 - Ordinance 2025-117
#4 - Business Impact Estimate

Background / Description:
On September 25, 2025, the City Commission approved the Annual Operating Budget for Fiscal Year 2026 including $10,284,120 for the Debt fund.
On May 20, 2026, the City Commission approved ordinance 2026-105 which amended the General fund and Capital Improvement fund by appropriating funds in the amount of $3,500,000.
On July 29, 2026, the city refinanced its existing Special Obligation Bond 2016A, recording bond proceeds totaling approximately $18,677,500 and issuance costs of approximately $187,300. This refinancing will save the City approximately $200,000 each year, nearly $1.6 million through 2034.
Staff respectfully requests the City Commission to approve the proposed budget amendment to the Debt Fund Operating Budget.

Presenting:
Ileana Kyriakides

Meeting: November 5, 2026
Department: Budget & Sustainability
Initiated By: Ileana Kyriakides

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Second Reading of Ordinance 2026-116: Amending FY 2026 Operating Budget

PLACEMENT: Policy Formation and Direction

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to approve and adopt on second reading of Ordinance 2026-116, which amends Ordinance 2025-117, as amended by Ordinance 2026-105 finalizing and adopting the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2025-2026, by amending Exhibit "A", the Annual Operating Budget, to increase the Debt Service Fund by eighteen million eight hundred sixty four thousand and eight hundred ($18,864,800) for a total amount $29,148,920. First reading held October 21, 2026. (REQUEST TO APPROVE, ADOPT)

ATTACHMENTS:
#1—Ordinance 2026-116
#2—Ordinance 2026-105
#3—Ordinance 2025-117
#4—Business Impact Estimate

BACKGROUND / DESCRIPTION:

On September 25, 2025, the City Commission approved the Annual Operating Budget for Fiscal Year 2026 including $10,284,120 for the Debt Service Fund.

On May 20, 2026, the City Commission approved Ordinance 2026-105 which amended the General Fund and Capital Improvement Fund by appropriating funds in the amount of $3,500,000.

On July 29, 2026, the city issued Special Obligation Refunding Bonds, Series 2026, with bond proceeds of approximately $18,677,500 and issuance costs of approximately $187,300 to refinance its existing Special Obligation Bond 2016A. This refinancing will save the City approximately $200,000 each year, nearly $1.6 million through 2034

Staff respectfully requests the City Commission to approve the proposed budget amendment to the Debt Service Fund Operating Budget.

ORDINANCE NO. 2026-116

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2025-117, AS AMENDED BY ORDINANCE 2026-105, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2025-2026 which included the Debt Service Fund, as adopted by Ordinance 2025-117 on September 25, 2025; and

WHEREAS, on May 20, 2026, the City Commission of the City of Coral Springs passed Ordinance 2026-105 amending the budget to increase the General Fund and the Capital Improvement Program; and

WHEREAS, the City Commission acknowledges that an additional amendment is required to the Annual Operating Budget for Fiscal Year 2025-2026, as designated in Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget and Capital Improvement Program, approved by the City Commission on September 25, 2025 and amended by Ordinance 2026-105 on May 20, 2026, are amended as designated in Exhibit "A".

SECTION 3. The City Commission hereby ratifies and confirms all other provisions of Ordinance 2025-117.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or part thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2026.

PASSED ON SECOND READING THIS _____ DAY OF _____, 2026.

_____

SCOTT BROOK, MAYOR

ATTEST:

_____

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ___
Motion /2nd

			Yes	No
___	___	MAYOR BROOK	___	___
___	___	COMMISSIONER CERRA	___	___
___	___	COMMISSIONER MCHUGH	___	___
___	___	COMMISSIONER SIMMONS	___	___

EXHIBIT "A"
Annual Operating Budget

FUND		**FY 2025-2026 ADOPTED BUDGET**
General		$195,018,911
Water & Sewer		$35,127,048
Fire		$35,259,329
Charter School		$21,036,185
Public Art		$257,651
Debt Service	~~$10,284,120~~	$29,148,920
Health & Liability		$35,815,523
Equipment Services		$16,444,854
Tree Trust Fund		$0
Solid Waste		$10,399,240
Stormwater		$5,605,057
Museum Fund		$837,082

ORDINANCE NO. 2026-105

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2025-117, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET AND EXHIBIT "B", THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Commission of the City of Coral Springs finalized and adopted budgets for fiscal year 2025-2026 for the General Fund, and Capital Improvement Program as adopted by Ordinance 2025-117 on September 25, 2025; and

WHEREAS, the City Commission acknowledges that an additional amendment is required to the Annual Operating Budget and Capital Improvement Program for Fiscal Year 2025-2026, as designated in Exhibits "A" and "B."

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget and Capital Improvement Program, approved by the City Commission on September 25, 2025, are amended as designated in Exhibits "A" and "B" attached hereto.

SECTION 3. The City Commission hereby ratifies and confirms all other provisions of Ordinance 2025-117.

SECTION 4. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or part thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective upon the approval of the City Commission.

PASSED ON FIRST READING THIS 6 DAY OF May, 2026.

PASSED ON SECOND READING THIS 20 DAY OF May, 2026.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ✓
Motion /2nd

			Yes	No
		MAYOR BROOK		
	✓	COMMISSIONER CERRA		
✓		COMMISSIONER MCHUGH		
		COMMISSIONER SIMMONS		

EXHIBIT "A"
Annual Operating Budget

FUND		**FY 2025-2026 ADOPTED BUDGET**
General	~~$191,518,911~~	$195,018,911
Water & Sewer		$35,127,048
Fire		$35,259,329
Charter School		$21,036,185
Public Art		$257,651
Debt Service		$10,284,120
Health & Liability		$35,815,523
Equipment Services		$16,444,854
Tree Trust Fund		$0
Solid Waste		$10,399,240
Stormwater		$5,605,057
Museum Fund		$837,082

EXHIBIT "B"
Capital Improvement Program

FUND		**FY 2025-2026 ADOPTED C.I.P.**
General	~~$9,277,937~~	$12,777,937
Water & Sewer		$8,961,550
Fire		$993,411
Charter School		$668,768
Equipment Services		$5,458,357
Solid Waste		$0
Public Art		$187,000
Tree Trust Fund		$266,500
Stormwater		$1,660,100
Insurance Fund		$0
Museum Fund		$0
		$30,973,623

ORDINANCE NO. 2025-117

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026; REVIEWED, MODIFIED AND APPROVED BY THE CITY COMMISSION AT MEETINGS HELD ON JULY 29, 2025, SEPTEMBER 15, 2025, AND SEPTEMBER 25, 2025, WHICH INCLUDES THE BUDGET FOR THE GENERAL FUND, WATER AND SEWER, FIRE, SOLID WASTE, CHARTER SCHOOL, STORMWATER, PUBLIC ART, DEBT SERVICE, HEALTH AND LIABILITY, EQUIPMENT SERVICES, TREE TRUST FUNDS, MUSEUM FUND, AND CAPITAL IMPROVEMENT PROGRAM FUNDS; PROVIDING THAT IN THE EVENT A VARIATION FROM THE TOTAL BUDGET IS OR BECOMES NECESSARY, THIS ORDINANCE SHALL BE AMENDED ONLY BY A SUBSEQUENT ORDINANCE CONSISTENT WITH CHAPTER 166, FLORIDA STATUTES, THE CHARTER AND CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Manager has presented to the City Commission proposed budgets for Fiscal Year 2025-2026 for the General Fund, the Water and Sewer, the Fire, the Solid Waste, the Charter School, the Stormwater, Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, Museum Funds, and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds; and

WHEREAS, pursuant to law, the City Commission has conducted public workshop meetings as well as public hearings to review said budgets and to consider the recommendations of the citizenry relative to the adoption of said budgets; and

WHEREAS, pursuant to said meetings and public hearings and after consideration of the recommendations of its citizenry, the City Commission on this date, September 25, 2025, has finalized its General Fund, Water and Sewer, Fire, Solid Waste, Charter School, Stormwater,

Doc. 139858
Version C

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 26th day of September, 2025.
City Clerk

Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, and Museum Funds and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for Fiscal Year 2025-2026, that is, October 1, 2025 through September 30, 2026; and

WHEREAS, the City Commission acknowledges that said finalized budgets reflect $191,518,911 in estimated expenditures and $191,518,911 in estimated revenues for the General Fund; $35,127,048 in estimated expenditures and $35,127,048 in estimated revenues for the Water and Sewer Fund; $35,259,329 in estimated expenditures and $35,259,329 in estimated revenues for the Fire Fund; $10,399,240 in estimated expenditures and $10,399,240 in estimated revenues for the Solid Waste Fund; $21,036,185 in estimated expenditures and $21,036,185 in estimated revenues for the Charter School Fund; $5,605,057 in estimated expenditures and $5,605,057 in estimated revenues for the Stormwater Fund; $257,651 in estimated expenditures and $257,651 in estimated revenues for the Public Art Fund; establishes a Debt Service Fund of $10,284,120; revenue and expenditures for the Health & Liability Funds in the amount of $35,815,523; revenue and expenditures for the Museum Fund in the amount of $837,082; revenue and expenditures for the Equipment Services Funds in the amount of $16,444,854; and adopting a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for a total amount of $27,473,623.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget Fiscal Year 2025-2026, reviewed and approved by the City Commission on July 29, 2025, copy of said budget being attached hereto and made a part hereof, as Exhibit "A," as specifically as if set forth herein and as revised on September 15, 2025 and September 25, 2025, and is hereby established and adopted as the City of Coral Springs' final Annual Operating Budget for Fiscal Year 2025-2026.

SECTION 3. That the Annual Operating Budget Fiscal Year 2025-2026 establishes limitations on expenditures/expenses by fund total. Said limitation meaning that the total sum allocated to each fund for total expenditures/expenses may not be increased without specific authorization by a duly enacted Resolution and/or Ordinance effecting such amendment or transfer. However, specific activity/departmental amounts within a fund may be exceeded so long as excesses exist in other activities/departments within said fund.

SECTION 4. That the Capital Improvement Program Budget, Fiscal Year 2025-2026 for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds reviewed and approved by the City Commission on July 29, 2025, as revised on September 15, 2025 and September 25, 2025, is hereby adopted by the City Commission of the City of Coral Springs and attached hereto and incorporated herein as Exhibit "B" as specifically as set forth herein. This also approves in concept, subject to annual review, the Capital Improvement Plan for October 1, 2025 through September 30, 2031.

SECTION 5. That when the City of Coral Springs receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance, any limitation regarding the use or expenditure of the monies received, the funds so received need not be shown in the Annual Budget nor shall said budget be subject to amendment or expenditure as a result of disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted

accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

SECTION 6. That in the event a variation from the total budget appropriation is or becomes necessary, such variations shall only become legally effective upon the adoption of an amending Ordinance consistent with Chapter 166, Florida Statutes, the Charter and Code of Ordinances of the City of Coral Springs, Florida.

SECTION 7. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provision shall not be affected thereby.

SECTION 9. Effective Date. This Ordinance shall become effective on October 1, 2025.

PASSED ON FIRST READING THIS 15th DAY OF SEPTEMBER 2025.

PASSED ON SECOND READING THIS 25th DAY OF SEPTEMBER 2025.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ✓
Motion /2nd

			Yes	No
✓		MAYOR BROOK		
✓		VICE MAYOR METAYER BOWEN		
		COMMISSIONER CERRA		
	✓	COMMISSIONER MCHUGH		
		COMMISSIONER SIMMONS		

EXHIBIT "A"
Annual Operating Budget

FUND	FY 2025-2026 ADOPTED BUDGET
General	$191,518,911
Water & Sewer	$35,127,048
Fire	$35,259,329
Charter School	$21,036,185
Public Art	$257,651
Debt Service	$10,284,120
Health & Liability	$35,815,523
Equipment Services	$16,444,854
Tree Trust Fund	$0
Solid Waste	$10,399,240
Stormwater	$5,605,057
Museum Fund	$837,082

EXHIBIT "B"
Capital Improvement Program

FUND	FY 2025-2026 ADOPTED C.I.P.
General	$9,277,937
Water & Sewer	$8,961,550
Fire	$993,411
Charter School	$668,768
Equipment Services	$5,458,357
Solid Waste	$0
Public Art	$187,000
Tree Trust Fund	$266,500
Stormwater	$1,660,100
Insurance Fund	$0
Museum Fund	$0
	$27,473,623

Doc. 139858
Version C

City of Coral Springs
Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with ***Section 166.041(4), Florida Statutes*** *and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the City's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title and File ID # of proposed ordinance:
ORDINANCE NO. 2026-105 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2025-117, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET AND EXHIBIT "B", THE CAPITAL IMPROVEMENT PROGRAM; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☐ 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 City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

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.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

Prepared by: Ileana Kyriakides
Print name and title

Ileana Kyriakides
Ileana Kyriakides (Apr 20, 2026 11:38:30 EDT)
Signature and Date

Coral Springs Business Impact Estimate Form (Blank Fillable Form)

Final Audit Report 2026-04-20

Created:	2026-04-20
By:	Matt Hoffman (mhoffman@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACNdWTij4IV2n2AvcP_IP2NOsatAfkHEk

"Coral Springs Business Impact Estimate Form (Blank Fillable Form)" History

Web Form created by Matt Hoffman (mhoffman@coralsprings.gov)
2025-04-02 - 8:30:31 PM GMT

Web Form filled in by Ileana Kyriakides (ikyriakides@coralsprings.gov)
2026-04-20 - 3:38:31 PM GMT- IP address: 199.27.247.2

Email verification link emailed to Ileana Kyriakides (ikyriakides@coralsprings.gov)
2026-04-20 - 3:38:34 PM GMT

Email viewed by Ileana Kyriakides (ikyriakides@coralsprings.gov)
2026-04-20 - 3:53:04 PM GMT- IP address: 199.27.247.2

E-signature verified by Ileana Kyriakides (ikyriakides@coralsprings.gov)
2026-04-20 - 3:53:23 PM GMT- IP address: 104.223.106.212

Agreement completed.
2026-04-20 - 3:53:23 PM GMT

ORDINANCE NO. 2025-117

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026; REVIEWED, MODIFIED AND APPROVED BY THE CITY COMMISSION AT MEETINGS HELD ON JULY 29, 2025, SEPTEMBER 15, 2025, AND SEPTEMBER 25, 2025, WHICH INCLUDES THE BUDGET FOR THE GENERAL FUND, WATER AND SEWER, FIRE, SOLID WASTE, CHARTER SCHOOL, STORMWATER, PUBLIC ART, DEBT SERVICE, HEALTH AND LIABILITY, EQUIPMENT SERVICES, TREE TRUST FUNDS, MUSEUM FUND, AND CAPITAL IMPROVEMENT PROGRAM FUNDS; PROVIDING THAT IN THE EVENT A VARIATION FROM THE TOTAL BUDGET IS OR BECOMES NECESSARY, THIS ORDINANCE SHALL BE AMENDED ONLY BY A SUBSEQUENT ORDINANCE CONSISTENT WITH CHAPTER 166, FLORIDA STATUTES, THE CHARTER AND CODE OF ORDINANCES OF THE CITY OF CORAL SPRINGS, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Charter and all the laws of the State of Florida, the City Manager has presented to the City Commission proposed budgets for Fiscal Year 2025-2026 for the General Fund, the Water and Sewer, the Fire, the Solid Waste, the Charter School, the Stormwater, Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, Museum Funds, and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds; and

WHEREAS, pursuant to law, the City Commission has conducted public workshop meetings as well as public hearings to review said budgets and to consider the recommendations of the citizenry relative to the adoption of said budgets; and

WHEREAS, pursuant to said meetings and public hearings and after consideration of the recommendations of its citizenry, the City Commission on this date, September 25, 2025, has finalized its General Fund, Water and Sewer, Fire, Solid Waste, Charter School, Stormwater,

CERTIFICATION
I certify this to be a true and correct copy of the official record of the City of Coral Springs. WITNESSETH my hand and official seal of the City of Coral Springs, Florida, this the 26th day of September, 2025.
FOR City Clerk

Public Art, Debt Service, Health & Liability, Equipment Services, Tree Trust Funds, and Museum Funds and adopted a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for Fiscal Year 2025-2026, that is, October 1, 2025 through September 30, 2026; and

WHEREAS, the City Commission acknowledges that said finalized budgets reflect $191,518,911 in estimated expenditures and $191,518,911 in estimated revenues for the General Fund; $35,127,048 in estimated expenditures and $35,127,048 in estimated revenues for the Water and Sewer Fund; $35,259,329 in estimated expenditures and $35,259,329 in estimated revenues for the Fire Fund; $10,399,240 in estimated expenditures and $10,399,240 in estimated revenues for the Solid Waste Fund; $21,036,185 in estimated expenditures and $21,036,185 in estimated revenues for the Charter School Fund; $5,605,057 in estimated expenditures and $5,605,057 in estimated revenues for the Stormwater Fund; $257,651 in estimated expenditures and $257,651 in estimated revenues for the Public Art Fund; establishes a Debt Service Fund of $10,284,120; revenue and expenditures for the Health & Liability Funds in the amount of $35,815,523; revenue and expenditures for the Museum Fund in the amount of $837,082; revenue and expenditures for the Equipment Services Funds in the amount of $16,444,854; and adopting a Capital Improvement Program (C.I.P.) for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds for a total amount of $27,473,623.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. Each and all of the foregoing "Whereas" clauses are true and correct and are incorporated herein.

SECTION 2. That the Annual Operating Budget Fiscal Year 2025-2026, reviewed and approved by the City Commission on July 29, 2025, copy of said budget being attached hereto and made a part hereof, as Exhibit "A," as specifically as if set forth herein and as revised on September 15, 2025 and September 25, 2025, and is hereby established and adopted as the City of Coral Springs' final Annual Operating Budget for Fiscal Year 2025-2026.

SECTION 3. That the Annual Operating Budget Fiscal Year 2025-2026 establishes limitations on expenditures/expenses by fund total. Said limitation meaning that the total sum allocated to each fund for total expenditures/expenses may not be increased without specific authorization by a duly enacted Resolution and/or Ordinance effecting such amendment or transfer. However, specific activity/departmental amounts within a fund may be exceeded so long as excesses exist in other activities/departments within said fund.

SECTION 4. That the Capital Improvement Program Budget, Fiscal Year 2025-2026 for the General, Water and Sewer, Fire, Charter School, Stormwater, Equipment Services, Solid Waste, Public Art, Insurance, Tree Trust Funds, and Museum Funds reviewed and approved by the City Commission on July 29, 2025, as revised on September 15, 2025 and September 25, 2025, is hereby adopted by the City Commission of the City of Coral Springs and attached hereto and incorporated herein as Exhibit "B" as specifically as set forth herein. This also approves in concept, subject to annual review, the Capital Improvement Plan for October 1, 2025 through September 30, 2031.

SECTION 5. That when the City of Coral Springs receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance, any limitation regarding the use or expenditure of the monies received, the funds so received need not be shown in the Annual Budget nor shall said budget be subject to amendment or expenditure as a result of disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted

accounting principles and, where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

SECTION 6. That in the event a variation from the total budget appropriation is or becomes necessary, such variations shall only become legally effective upon the adoption of an amending Ordinance consistent with Chapter 166, Florida Statutes, the Charter and Code of Ordinances of the City of Coral Springs, Florida.

SECTION 7. Repeal of Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. Severability. Should any part, term or provision of this Ordinance be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provision shall not be affected thereby.

SECTION 9. Effective Date. This Ordinance shall become effective on October 1, 2025.

PASSED ON FIRST READING THIS 15th DAY OF SEPTEMBER 2025.

PASSED ON SECOND READING THIS 25th DAY OF SEPTEMBER 2025.

SCOTT BROOK, MAYOR

ATTEST:

GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ✓
Motion /2nd

			Yes	No
		MAYOR BROOK		
✓		VICE MAYOR METAYER BOWEN		
		COMMISSIONER CERRA		
	✓	COMMISSIONER MCHUGH		
		COMMISSIONER SIMMONS		

EXHIBIT "A"
Annual Operating Budget

FUND	FY 2025-2026 ADOPTED BUDGET
General	$191,518,911
Water & Sewer	$35,127,048
Fire	$35,259,329
Charter School	$21,036,185
Public Art	$257,651
Debt Service	$10,284,120
Health & Liability	$35,815,523
Equipment Services	$16,444,854
Tree Trust Fund	$0
Solid Waste	$10,399,240
Stormwater	$5,605,057
Museum Fund	$837,082

EXHIBIT "B"
Capital Improvement Program

FUND	FY 2025-2026 ADOPTED C.I.P.
General	$9,277,937
Water & Sewer	$8,961,550
Fire	$993,411
Charter School	$668,768
Equipment Services	$5,458,357
Solid Waste	$0
Public Art	$187,000
Tree Trust Fund	$266,500
Stormwater	$1,660,100
Insurance Fund	$0
Museum Fund	$0
	$27,473,623

Doc. 139858
Version C

City of Coral Springs
Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with ***Section 166.041(4), Florida Statutes*** *and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the City's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title and File ID # of proposed ordinance:
ORDINANCE NO. 2026-116 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, TO AMEND ORDINANCE 2025-117, AS AMENDED BY ORDINANCE 2026-105, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026, BY AMENDING EXHIBIT "A", THE ANNUAL OPERATING BUDGET; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☐ 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 City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046;
  d. Section 553.73, relating to the Florida Building Code; or
  e. Section 633.202, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

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.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

Prepared by: Tyler Boggs

Print name and title

Tyler Boggs

Tyler Boggs (Sep 23, 2026 09:30:45 EDT)

Signature and Date

Coral Springs Business Impact Estimate Form (Blank Fillable Form)

Final Audit Report 2026-09-23

Created:	2026-09-23
By:	Matt Hoffman (mhoffman@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtv4DBo9cKoiekSkkeDDTIlfVdLj7PDi

"Coral Springs Business Impact Estimate Form (Blank Fillable Form)" History

Web Form created by Matt Hoffman (mhoffman@coralsprings.gov)
2025-04-02 - 8:30:31 PM GMT

Web Form filled in by Tyler Boggs (tboggs@coralsprings.gov)
2026-09-23 - 1:30:46 PM GMT- IP address: 199.27.247.2

Email verification link emailed to Tyler Boggs (tboggs@coralsprings.gov)
2026-09-23 - 1:30:48 PM GMT

Email viewed by Tyler Boggs (tboggs@coralsprings.gov)
2026-09-23 - 1:31:10 PM GMT- IP address: 204.44.107.214

E-signature verified by Tyler Boggs (tboggs@coralsprings.gov)
2026-09-23 - 1:31:10 PM GMT- IP address: 204.44.107.214

Agreement completed.
2026-09-23 - 1:31:10 PM GMT

Summary Sheet

Agenda Item: 16.

Meeting Date: November 5, 2026

Subject:
Resolution 2026-040, Tobacco and Vape Retail Establishments Zoning in Progress Extension (LDA25-0001) (Tina Jou)

Requested Action:
Request to approve Resolution 2026-040 extending the moratorium on the submittal, processing, and issuance of local business tax receipts and/or land use approvals for establishments which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco products, nicotine products, CBD (excluding medical marijuana), or a combination thereof, in commercial and residential zoning districts as contained in Petition Number LDA25-0001 for a period not to exceed six months from the date of adoption of this resolution; providing for an effective date. (LDA25-0001)
Funding Source: Not Applicable.
Strategic Goal: A Family-Friendly Community.
(REQUEST TO APPROVE, ADOPT)

Funding Source:
Not Applicable

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - Resolution 2026-040
#2 - Petition LDA25-0001

Background / Description:
On June 18, 2025, the City Commission directed staff to research and develop amendments to the Land Development Code in reference to smoke and vape retail sales in the City. Currently there are no regulations in the Land Development Code addressing these types of retail establishments. Recognizing the possible detrimental impact to the City due to the proliferation of smoke and vape retail establishments, a notice of intent was issued for establishments that sell or dedicate over 20% of floor space to tobacco, nicotine, and/or CBD products (excluding medical marijuana).

Presenting:
Tina Jou

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: November 5, 2026
Department: Development Services/
Community Development
Initiated By: Tina Jou
DOC ID: 3872

SUBJECT: Resolution 2026-040: Tobacco and Vape Retail Establishments Zoning in Progress (LDA25-0001) Extension

PLACEMENT: Policy Formation

REQUESTED ACTION: Request to approve Resolution 2026-040 extending the moratorium on the submittal, processing, and issuance of local business tax receipts and/or land use approvals for establishments which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco products, nicotine products, CBD (excluding medical marijuana), or a combination thereof, in commercial and residential zoning districts as contained in Petition Number LDA25-0001 for a period not to exceed six months from the date of adoption of this resolution; providing for an effective date. Funding Source: Not Applicable. Strategic Goal: A Family Friendly Community. (LDA25-0001) (REQUEST TO APPROVE AND ADOPT)

PRIOR ACTION:

05/20/2026	City Commission approved Resolution 2026-016, extending the moratorium.
05/19/2026	Staff re-issued a Notice of Intent Pending Regulation Change.
12/03/2025	City Commission approved Resolution 2025-053, extending the moratorium.
11/19/2025	Staff re-issued a Notice of Intent Pending Regulation Change.
08/06/2025	City Commission approved Resolution 2025-053 adopting the Notice of Intent.
06/30/2025	Staff issued a Notice of Intent Pending Regulation Change.
06/18/2025	City Commission directed staff to research and develop amendments to the Land Development Code relating to retail tobacco and vape establishments.

STAFF RECOMMENDATION: **THAT THE CITY COMMISSION:**

APPROVE THE EXTENSION OF THE MORATORIUM PENDING REGULATION CHANGE.

LOCATION: X Citywide

ATTACHMENTS:

#1 – Resolution 2026-040
#2 – Petition LDA25-0001

Subject: Resolution 2026-040: Tobacco and Vape Retail Establishments Zoning in Progress (LDA25-0001) Extension

SUBJECT: PETITION OF THE CITY OF CORAL SPRINGS ADOPTING THE EXTENSION OF THE MORATORIUM RELATED TO TOBACCO AND VAPE RETAIL ESTABLISHMENTS.

BACKGROUND/PURPOSE

The Land Development Code (LDC) contains regulations that guide the physical development of the City. The regulations in the LDC are not static and are updated regularly to account for emerging trends, changes to associated documents, and amendments to state or county laws. Staff continuously monitors and reviews the Code to ensure regulations for development are appropriate for the City and recommends amendments when needed or as directed by the City Commission.

On June 18, 2025, the City Commission directed staff to research and develop amendments to the Land Development Code in reference to smoke and vape retail sales in the City. Currently there are no regulations in the Land Development Code addressing these types of retail establishments. Recognizing the possible detrimental impact to the City due to the proliferation of smoke and vape retail establishments, a notice of intent was issued for establishments that sell or dedicate over 20% of floor space to tobacco, nicotine, and/or CBD products (excluding medical marijuana).

There are currently 23 smoke and vapes type retail establishments in the City. Eleven of which have been opened in the last 3 years. Many of these establishments are in close proximity to each other. Additionally, some of the establishments are near houses of worship, parks and schools.

Tobacco use is a major public health concern, with over 16 million Americans living with a smoking-related disease. Smoking and secondhand smoke exposure cause over 480,000 deaths in the U.S. each year per the Centers of Disease Control (CDC). Cigarette smoking causes cancer, heart disease and stroke, lung diseases, Type 2 diabetes, and harmful reproductive health effects.

E-cigarettes, also known as vapes, are battery-operated devices that heat a liquid and produce an aerosol. An aerosol is a mix of small particles released in the air. Some people refer to the aerosol from an e-cigarette as "vapor." A person using an e-cigarette inhales this aerosol into their lungs. Bystanders can also breathe in the aerosol when the person using the e-cigarette breathes the aerosol out. E-cigarettes typically contain nicotine, the addictive substance in cigarettes and other tobacco products. Some e-cigarettes can also be used to deliver cannabis and other drugs.

Cannabidiol (CBD) is a compound found in cannabis. It can be derived from hemp or from non-hemp plants. Hemp is defined as any part of the cannabis sativa plant with no more than 0.3% of tetrahydrocannabinol (THC), the mind-altering substance in cannabis. CBD products are not regulated by the Food and Drug Administration and may contain other ingredients, such as THC, pesticides, heavy metals, bacteria, or fungi. These products are often sold in tobacco and vape stores.

In Florida, you must be 18 years of age to purchase and use consumable CBD products such as oils or gummies. You must be 21 years of age to purchase and use inhalable CBD products. For

tobacco and e-cigarettes, you must be 21 years of age to purchase and use. Over the last year, the Coral Springs Police Department has been conducting tobacco and vape store enforcement checks to ensure the products are not being sold to underage customers. During three different operational sweeps, 30 underage purchases were attempted at various tobacco and vape establishments, and 8 violations were found. The store clerks were charged with selling tobacco products to persons under 18 years of age. Additionally, the School Board of Broward County reported in the 2024-2025 school year, there were 185 vaping incidents in Coral Springs public schools.

ANALYSIS

This lack of regulation relating to the emerging trend of tobacco and vape retail establishments does not allow the City to address the proliferation of these establishments. The first establishment opened in 2013, and from that time until 2021 twelve of these retail establishments have opened in the City. An additional eleven of these establishments were added since 2022.

Research will be conducted to review best practices and current code enacted in comparable cities to include requirements such as setbacks, parking, and distance separations from other tobacco and vape retail establishments, houses of worship, parks, and schools. These distance separations are important based on the data from the School Board of Broward County and the Coral Springs Police Department which show the impact on those under 18 years of age. The LDC amendment would protect the unique character and aesthetic of the City, and the proliferation of the establishments.

SUMMARY

The resolution provides another extension to the zoning in progress, which prohibits new retail establishments which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco products, nicotine products, and/or CBD (excluding medical marijuana), or a combination thereof, in commercial and residential zoning districts, for an additional period of 6 months to provide sufficient time for research and preparation of a code amendment. Staff recommends approval of Resolution 2026-040. Staff will re-issue the Notice of Intent on November 4, 2026 to align with the request for the extension of the moratorium.

INTERVENING ACTION FROM AUGUST 6, 2025 CITY COMMISSION MEETING

The Commission approved Resolution 2025-032 adopting a Notice of Intent Pending Regulation Changes (LDA25-0001) for six months. Staff re-issued the Notice of Intent on November 19, 2025 to align with completion of the code amendment.

INTERVENING ACTION FROM DECEMBER 3, 2025 CITY COMMISSION MEETING

The Commission approved Resolution 2025-053 extending the moratorium pending regulation changes (LDA25-0001) for six months.

INTERVENING ACTION FROM MAY 20, 2026 CITY COMMISSION MEETING

The Commission approved Resolution 2026-026 extending the moratorium pending regulation changes (LDA25-0001) for six months.

RESOLUTION 2026-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, EXTENDING THE MORATORIUM ON THE SUBMITTAL, PROCESSING, AND ISSUANCE OF LOCAL BUSINESS TAX RECEIPTS AND/OR LAND USE APPROVALS FOR ESTABLISHMENTS WHICH PRIMARILY SELL OR DEDICATE OVER TWENTY PERCENT (20%) OF FLOOR SPACE TO TOBACCO PRODUCTS, NICOTINE PRODUCTS, CBD (EXCLUDING MEDICAL MARIJUANA), OR A COMBINATION THEREOF, IN COMMERCIAL AND RESIDENTIAL ZONING DISTRICTS AS CONTAINED IN PETITION NUMBER LDA25-0001 FOR A PERIOD NOT TO EXCEED SIX MONTHS FROM THE DATE OF ADOPTION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its workshop on June 18, 2025, the City Commission directed City staff to prepare and process an ordinance to provide modifications to land development regulations for businesses which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco, nicotine and/or CBD (excluding medical marijuana) products, or a combination thereof in commercial and residential zoning districts; and

WHEREAS, on June 30, 2025, the Director of Development Services issued a Notice of Intent Pending Regulation Change, Petition Number LDA25-0001, providing notice to the public of a pending ordinance for land regulations for businesses which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco, nicotine and/or CBD (excluding medical marijuana) products, or a combination thereof in commercial and residential zoning districts; and

WHEREAS, the intent was to have such pending ordinance considered and adopted within six (6) months of the effective date of Resolution 2025-032; however, City staff was still researching and analyzing effective land use regulations and, therefore, the City Commission, at its meeting of December 3, 2025, adopted Resolution 2025-053, extending the moratorium for an additional six (6) month period from the date of adoption of that Resolution; and

WHEREAS, on November 19, 2025, the Director of Development Services issued a Notice of Intent Pending Regulation Change, Petition Number LDA25-0001, providing notice to the public of a pending ordinance for land regulations for businesses which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco, nicotine and/or CBD (excluding medical marijuana) products, or a combination thereof in commercial and residential zoning districts; and

WHEREAS, on May 20, 2026, the City Commission, at its meeting, adopted Resolution 2026-016, extending the moratorium for an additional six (6) months from the date of the adoption to allow City staff additional time to research and analyze effective land use regulations; and

WHEREAS, City staff continues to research and analyze potential land use regulations for the establishments subject to the moratorium, and additional time is necessary to complete that review; and

WHEREAS, the City Commission finds it necessary and in the best interests of the health, safety, and welfare of the citizens and residents of the City of Coral Springs to extend the moratorium on the submittal, processing, and issuance of local business tax receipts and/or land use approvals for establishments which primarily sell or dedicate over twenty percent (20%) of floor space to tobacco products, nicotine products, CBD (excluding medical marijuana), or a combination thereof, in commercial and residential zoning districts as contained in the Notice of Intent Pending Regulation Change, Petition Number LDA25-0001, for a period not to exceed six months from the date of adoption of this Resolution;

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

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.

SECTION 2. The City Commission hereby extends the Notice of Intent Pending Regulation Change dated June 20, 2025, Petition Number LDA2025-0001, attached hereto as Exhibit "A", as extended by Resolutions 2026-016 and 2025-053, for a period of six (6) months from the date this Resolution is adopted, providing notice to the public of a pending ordinance and directing staff to continue to develop and process for adoption an ordinance to provide modifications to land development regulations for retail establishments that primarily sell or dedicate over twenty percent (20%) of floor space to tobacco products, nicotine products, and/or CBD (excluding medical marijuana), or a combination thereof in commercial and residential zoning districts.

SECTION 3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED the ___ day of _____, 2026.

_____
SCOTT BROOK, MAYOR

ATTEST:

_____
GEORGIA ELLIOTT, CMC, CITY CLERK

Unanimous ___
Motion/2nd ___

			Yes	No
___	____	Mayor Brook	___	___
___	____	Commissioner Cerra	___	___
___	____	Commissioner McHugh	___	___
___	____	Commissioner Simmons	___	___

Community Development
9500 West Sample Road | Coral Springs, FL 33065
coralsprings.gov/communitydevelopment
Phone: (954) 344-1160 | Fax: (954) 344-1181
Monday-Thursday 8:00 a.m.-5:30 p.m. | Friday 8:00 a.m.-3:00 p.m.

Hover form fields for instructions.

Land Development Code Amendment (LDA) Petition

Petitioner Information

Coral Springs Development Services Dept	tjou@coralsprings.gov
Name (or firm)	Email

Amendment Information

Various sections of LDC relating to primary retail sales of tobacco, nicotine, CBD (excluding medical marijuana

Sections of the code to be amended

Proposed amendment

Rewriting of land development regulations which may include, but are not limited to, the following: permitted uses, conditional uses, imposition of various requirements for the uses (e.g. distance separations, setbacks, open space, parking requirements, architectural requirements, etc.).

Reason for amendment

Rewriting of land development regulations retail establishments that primarily sell or dedicate over 20% of floor space to tobacco products, nicotine products, CBD (excluding medical marijuana), or a combination thereof in commercial and residential zoning districts. This is to provide time to prepare and process an ordinance to modify land development regulations for these sorts of businesses, as directed at the June 18, 2025 City Commission Workshop.

What is the public benefit of the proposed code amendment?

Ensure health, safety, and wellness of our residents and businesses.

How does this code amendment(s) affect other portions of the code and/or the public?

Does this amendment impact the cost of housing? ○ Yes ◉ No

If yes what is the approximate increase per unit? _____

If this amendment impacts the cost of housing per unit, notify the Chief Planner.

Signature of Petitioner

Petitioner Address (Street, City, Phone)

Notary Public

The foregoing instrument was acknowledged before me on July 23, 2025

by means of: ✓ physical presence ○ online notarization ○ took an oath ○ did NOT take an oath

✓ personally known ○ produced identification ID type _____

Judith Butler
Comm.: HH 433015
Expires: Oct. 3, 2027
Notary Public - State of Florida

Notary seal

Notary signature/date

My commission expires Oct 3, 2027

Submit the following with this form.

- Two (2) 11" x 17" sets of site plans of subject property
- CD containing digital copies of all documents in PDF file
- $4,823.93 fee plus recordation fee and legal advertising costs to be determined by City Clerk (954-344-1065)

Community Development Division use only

Petition # LDA25-0001 Accepted by _____ Date accepted 7/23/2025

Summary Sheet

Agenda Item: 17.

Meeting Date: November 5, 2026

Subject:
Construction Services – Infrastructure Utilities and Streets Projects (Chad Maraj)

Requested Action:
Request to renew agreements for LOI #23-B-311 for Construction Services – Infrastructure Utilities and Streets Projects to **Anzco, Inc.** of Boca Raton, Florida, **Johnson-Davis Incorporated** of Lantana, Florida, **Marcdan, Inc.** of Miami, Florida, and **Pabon Engineering, Inc**. of Miami, Florida from November 5, 2026 through November 30, 2029. The annual estimated expenditure will not exceed $2,000,000.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

Funding Source:
Approved Capital and Approved Operating Budget

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - Agreement with Anzco, Inc.
#2 - Agreement with Johnson-Davis Incorporated
#3 - Agreement with Marcdan, Inc.
#4 -Agreement with Pabon Engineering, Inc.

Background / Description:
The City has a continuous need for qualified, licensed Underground Utility, Excavation, and General Contractors to perform various small- to medium-sized utility and street construction projects throughout the City. A minimum of sixty (60) days is needed from the date a solicitation is posted to the date that the project is awarded. Once a project is awarded, certain events need to take place before a project can begin.

Having an approved list of contractors reduces that timeline anywhere from fifteen (15) days to thirty (30) days before the actual project can begin.

For the past three years the City has used multiple award term contracts to ensure continuity of services being requested throughout the City. An approved list of qualified contractors was established, and the selected contractors will provide general construction services that do not exceed the dollar limits established in the current Florida State Statute 255.20. For any project that exceeds the current dollar limit of $300,000, a separate formal procurement solicitation is necessary.

The Public Works Department, the Parks & Recreation Department, and the Purchasing Division staff recommend renewing these term contracts for LOI #23-B-311 for Construction Services – Infrastructure Utilities and Streets Projects to Anzco, Inc. of Boca Raton, Florida,

Johnson-Davis Incorporated of Lantana, Florida, Marcdan, Inc. of Miami, Florida, and Pabon Engineering of Miami, Florida for an annual expenditure not to exceed $2,000,000.

Presenting:
Chad Maraj

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Construction Services - Infrastructure Utilities and Streets Projects (Chad Maraj)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to renew agreements for LOI #23-B-311 for Construction Services – Infrastructure Utilities and Streets Projects to **Anzco, Inc.** of Boca Raton, Florida, **Johnson-Davis Incorporated** of Lantana, Florida, **Marcdan, Inc.** of Miami, Florida, and **Pabon Engineering, Inc**. of Miami, Florida from November 5, 2026 through November 30, 2029.
The annual estimated expenditure will not exceed $2,000,000.

Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

ATTACHMENTS:
#1 – Agreement with Anzco, Inc.
#2 – Agreement with Johnson-Davis Incorporated
#3 – Agreement with Marcdan, Inc.
#4 – Agreement with Pabon Engineering, Inc.

BACKGROUND / DESCRIPTION:

The City has a continuous need for qualified, licensed Underground Utility, Excavation, and General Contractors to perform various small- to medium-sized utility and street construction projects throughout the City. A minimum of sixty (60) days is needed from the date a solicitation is posted to the date that the project is awarded. Once a project is awarded, certain events need to take place before a project can begin. Having an approved list of contractors reduces that timeline anywhere from fifteen (15) days to thirty (30) days before the actual project can begin

For the past three years the City has used multiple award term contracts to ensure continuity of services being requested throughout the City. An approved list of qualified contractors was established, and the selected contractors will provide general construction services that do not exceed the dollar limits established in the current Florida State Statute 255.20. For any project that exceeds the current dollar limit of $300,000, a separate formal procurement solicitation is necessary.

The Public Works Department, the Parks & Recreation Department, and the Purchasing Division staff recommend renewing these term contracts for LOI #23-B-311 for Construction Services – Infrastructure Utilities and Streets Projects to Anzco, Inc. of Boca Raton, Florida, Johnson-Davis Incorporated of Lantana, Florida, Marcdan, Inc. of Miami, Florida, and Pabon Engineering of Miami, Florida for an annual expenditure not to exceed $2,000,000.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ANZCO, INC. FOR GENERAL CONTRACTING SERVICES-VARIOUS UTILITIES AND STREET PROJECTS

THIS AMENDMENT TO AGREEMENT, made and entered into the ____day of _____, 2026 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

ANZCO, INC.
a Florida profit corporation
9671 Carousel Circle South
Boca Raton, Florida 33434
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on November 1, 2023, CITY entered into an Agreement with CONTRACTOR for General Contracting Services – Various Utilities and Streets Projects pursuant to LOI No. 23-B-311 through November 30, 2026; and

WHEREAS, Section 6 of the Agreement provides that CITY may renew the Agreement for one (1) additional three (3) year period based on CONTRACTOR's acceptable level of performance and approved and available funding; and

WHEREAS, CITY and CONTRACTOR desire to renew the Agreement through November 30, 2029,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM OF AGREEMENT

Pursuant to Section 6 of the original Agreement, the Agreement shall be renewed for one (1) additional three (3) year term, commencing December 1, 2026, through November 30, 2029, unless otherwise terminated pursuant to Section 7 of the original Agreement.

SECTION 3. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 4. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 5. This Amendment shall become effective upon City Commission approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ANZCO, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

Approved as to form:

Vanessa Dragutinovic

VANESSA DRAGUTINOVIC
Assistant City Attorney

ANZCO, INC.

By: John B. Zak
John B. Zak (Oct 14, 2026 08:13:09 EDT)

Title: President

Print Name: John B. Zak

Amendment Agreement with Anzco Inc for General Contracting Services

Final Audit Report 2026-10-14

Created:	2026-10-13
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5v2qM0talNaC0ARKDz5Tz7oTaJyBbEWw

"Amendment Agreement with Anzco Inc for General Contracting Services" History

Document created by Michele Smith (mlmsmith@coralsprings.gov)
2026-10-13 - 9:28:07 PM GMT- IP address: 199.27.247.2

Document emailed to jzak@anzcoinc.com for signature
2026-10-13 - 9:29:50 PM GMT

Email viewed by jzak@anzcoinc.com
2026-10-13 - 10:27:51 PM GMT- IP address: 74.125.210.130

Signer jzak@anzcoinc.com entered name at signing as John B. Zak
2026-10-14 - 12:13:07 PM GMT- IP address: 173.162.121.194

Document e-signed by John B. Zak (jzak@anzcoinc.com)
Signature Date: 2026-10-14 - 12:13:09 PM GMT - Time Source: server- IP address: 173.162.121.194 - Signature Appearance Selected: TYPE

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-14 - 12:13:13 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-14 - 12:22:27 PM GMT- IP address: 104.129.56.236

Document e-signed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
Signature Date: 2026-10-14 - 12:27:21 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-14 - 12:27:21 PM GMT

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND JOHNSON-DAVIS INCORPORATED FOR GENERAL CONTRACTING SERVICES- VARIOUS UTILITIES AND STREET PROJECTS

THIS AMENDMENT TO AGREEMENT, made and entered into the ____day of _____, 2026 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

JOHNSON-DAVIS INCORPORATED
a Florida profit corporation
604 Hillbrath Drive
Lantana, Florida 33462
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on November 1, 2023, CITY entered into an Agreement with CONTRACTOR for General Contracting Services – Various Utilities and Streets Projects pursuant to LOI No. 23-B-311 through November 30, 2026; and

WHEREAS, Section 6 of the Agreement provides that CITY may renew the Agreement for one (1) additional three (3) year period based on CONTRACTOR's acceptable level of performance and approved and available funding; and

WHEREAS, CITY and CONTRACTOR desire to renew the Agreement through November 30, 2029,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM OF AGREEMENT

Pursuant to Section 6 of the original Agreement, the Agreement shall be renewed for one (1) additional three (3) year term, commencing December 1, 2026, through November 30, 2029, unless otherwise terminated pursuant to Section 7 of the original Agreement.

SECTION 3. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 4. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 5. This Amendment shall become effective upon City Commission approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and JOHNSON-DAVIS INCORPORATED have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

Approved as to form:

Vanessa Dragutinovic

VANESSA DRAGUTINOVIC
Assistant City Attorney

JOHNSON-DAVIS INCORPORATED

By: William Cryer

Title: President

Print Name: William Clark Clifford Cryer

Amendment Agreement with Johnson-Davis Incorporated for General Contracting Services

Final Audit Report 2026-10-15

Created:	2026-10-14
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzi-sCG0QPz02hsRijOC1yYrkdILpBdHn

"Amendment Agreement with Johnson-Davis Incorporated for General Contracting Services" History

Document created by Michele Smith (mlmsmith@coralsprings.gov)
2026-10-14 - 1:34:31 PM GMT- IP address: 199.27.247.2

Document emailed to William Cryer (ccryer@johnsondavis.com) for signature
2026-10-14 - 1:36:10 PM GMT

Email viewed by William Cryer (ccryer@johnsondavis.com)
2026-10-14 - 7:00:38 PM GMT- IP address: 12.220.68.194

Document e-signed by William Cryer (ccryer@johnsondavis.com)
Signature Date: 2026-10-15 - 4:12:16 PM GMT - Time Source: server- IP address: 12.220.68.194 - Signature Appearance Selected: IMAGE

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-15 - 4:12:19 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-15 - 4:20:44 PM GMT- IP address: 93.114.8.169

Document e-signed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
Signature Date: 2026-10-15 - 4:21:45 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-15 - 4:21:45 PM GMT

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND MARCDAN, INC. FOR GENERAL CONTRACTING SERVICES-VARIOUS UTILITIES AND STREET PROJECTS

THIS AMENDMENT TO AGREEMENT, made and entered into the ____day of _____, 2026 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

MARCDAN, INC.
a Florida profit corporation
2721 SW 137th Avenue, Suite 104
Miami, Florida 33175
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on November 1, 2023, CITY entered into an Agreement with CONTRACTOR for General Contracting Services – Various Utilities and Streets Projects pursuant to LOI No. 23-B-311 through November 30, 2026; and

WHEREAS, Section 6 of the Agreement provides that CITY may renew the Agreement for one (1) additional three (3) year period based on CONTRACTOR's acceptable level of performance and approved and available funding; and

WHEREAS, CITY and CONTRACTOR desire to renew the Agreement through November 30, 2029,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM OF AGREEMENT

Pursuant to Section 6 of the original Agreement, the Agreement shall be renewed for one (1) additional three (3) year term, commencing December 1, 2026, through November 30, 2029, unless otherwise terminated pursuant to Section 7 of the original Agreement.

SECTION 3. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 4. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 5. This Amendment shall become effective upon City Commission approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MARCDAN, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

Approved as to form:

Vanessa Dragutinovic

VANESSA DRAGUTINOVIC
Assistant City Attorney

MARCDAN, INC.

By: _____

Title: President 10/15/2026

Print Name: Jesus Quinones

Amendment Agreement with Marcdan Inc for General Contracting Services

Final Audit Report 2026-10-15

Created:	2026-10-15
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqmq6NvetPrZQuFwv4nzl_IP2f2HWAl66

"Amendment Agreement with Marcdan Inc for General Contracting Services" History

Document created by Michele Smith (mlmsmith@coralsprings.gov)
2026-10-15 - 4:55:35 PM GMT- IP address: 199.27.247.2

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-15 - 4:56:34 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-15 - 5:20:58 PM GMT- IP address: 99.29.224.95

Document e-signed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
Signature Date: 2026-10-15 - 6:33:51 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-15 - 6:33:51 PM GMT

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PABON ENGINEERING, INC. FOR GENERAL CONTRACTING SERVICES- VARIOUS UTILITIES AND STREET PROJECTS

THIS AMENDMENT TO AGREEMENT, made and entered into the ____day of _____, 2026 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

PABON ENGINEERING, INC.
a Florida profit corporation
13028 SW 128th Street
Miami, Florida 33186
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on November 1, 2023, CITY entered into an Agreement with CONTRACTOR for General Contracting Services – Various Utilities and Streets Projects pursuant to LOI No. 23-B-311 through November 30, 2026; and

WHEREAS, Section 6 of the Agreement provides that CITY may renew the Agreement for one (1) additional three (3) year period based on CONTRACTOR's acceptable level of performance and approved and available funding; and

WHEREAS, CITY and CONTRACTOR desire to renew the Agreement through November 30, 2029,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM OF AGREEMENT

Pursuant to Section 6 of the original Agreement, the Agreement shall be renewed for one (1) additional three (3) year term, commencing December 1, 2026, through November 30, 2029, unless otherwise terminated pursuant to Section 7 of the original Agreement.

SECTION 3. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 4. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 5. This Amendment shall become effective upon City Commission approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PABON ENGINEERING, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

_____
GEORGIA ELLIOTT, CMC, City Clerk

_____
SCOTT BROOK, Mayor

Approved as to form:

Vanessa Dragutinovic
_____
VANESSA DRAGUTINOVIC
Assistant City Attorney

PABON ENGINEERING, INC.

By: Anibal Pabon
Anibal Pabon (Oct 20, 2026 10:16:11 EDT)

Title: President

Print Name: Anibal Pabon

Amendment Agreement with Pabon Engineering Inc for General Contracting Services

Final Audit Report 2026-10-20

Created:	2026-10-14
By:	Michele Smith (mlmsmith@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALWBBgfUauUigM_snsf2QouEuDGhxoz2-

"Amendment Agreement with Pabon Engineering Inc for General Contracting Services" History

Document created by Michele Smith (mlmsmith@coralsprings.gov)
2026-10-14 - 4:02:18 PM GMT- IP address: 199.27.247.2

Document emailed to pabonengineering@outlook.com for signature
2026-10-14 - 4:03:52 PM GMT

Email viewed by pabonengineering@outlook.com
2026-10-14 - 4:12:39 PM GMT- IP address: 107.139.41.135

Signer pabonengineering@outlook.com entered name at signing as Anibal Pabon
2026-10-20 - 2:16:09 PM GMT- IP address: 70.141.76.15

Document e-signed by Anibal Pabon (pabonengineering@outlook.com)
Signature Date: 2026-10-20 - 2:16:11 PM GMT - Time Source: server- IP address: 70.141.76.15 - Signature Appearance Selected: TYPE

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-20 - 2:16:15 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-20 - 2:18:08 PM GMT- IP address: 170.75.148.134

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Summary Sheet

Agenda Item: 18.

Meeting Date: November 5, 2026

Subject:
Construction Services – Various Building Renovations (Chad Maraj)

Requested Action:
Request to award the LOI No. 26-B-350 for Construction Services – Various Building Renovations to **Anzco, Inc.** of Boca Raton, Florida, **Awesome Construction, Inc.** of Coral Springs, **Florida, F.G. Construction, LLC** of Tamarac, Florida, **J & D Concrete Works Corp.** of Pompano Beach, Florida, **Renovation X LLC d/b/a Tie & Beam Concrete** of Pompano Beach, Florida, and **VPR Construction Corporation** of Tamarac, Florida from date of award through November 5, 2029 with options to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $2,000,000.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

Funding Source:
Approved Capital and Approved Operating Budget

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - List of Proposers and Evaluation Committee
#2 - Anzco, Inc. Agreement
#3 - Awesome Construction, Inc. Agreement
#4 - F.G. Construction, LLC Agreement
#5 - J & D Concrete Works Corp. Agreement
#6 - Renovation X d/b/a Tie & Beam Concrete Agreement
#7 - VPR Construction Corporation Agreement

Background / Description:
The City has a continuous need for qualified licensed General Contractors to perform various small to medium sized construction projects throughout the City. A minimum of sixty (60) days is needed from the date of solicitation to the date of award to start a project. Having an approved list of contractors will help streamline the process and reduce the wait time to anywhere from fifteen (15) days to thirty (30) days before a project can begin.

A Letter of Interest (LOI) was prepared by the Purchasing Division after meeting with various departments to discuss their current and future needs of construction projects. On September 16, 2026, a formal bid opening took place at which time fourteen (14) proposals were received.

On October 15, 2026, the Evaluation Committee met to discuss the received proposals and to vote on the top six (6) firms to be on the approved list of contractors. The six (6) firms were

selected due to their experience with small to medium sized construction projects and interior renovations, completion of similar work with several municipalities throughout Florida, bonding capability, and years of experience.

A multiple award is recommended to ensure continuity of services throughout the City in the event one contractor is not able to provide service in the timeframe required. Additionally, having multiple General Contractors under contract will also allow more projects to be worked on concurrently and therefore completed in a shorter time period. The department in need of such services will contact the contractors on the list and provide them with a detailed scope of services for the project. The contractor(s) will provide a written proposal to the requesting department, and the department will determine if the proposal is fair and reasonable.

The Public Works Department, the Parks & Recreation Department, and the Purchasing Division staff recommend awarding these term contracts for LOI No. 26-B-350 for Construction Services – Various Building Renovations to Anzco, Inc. of Boca Raton, Florida, Awesome Construction, Inc. of Coral Springs, Florida, F.G. Construction, LLC of Tamarac, Florida, J & D Concrete Works Corp. of Pompano Beach, Florida, Renovation X LLC d/b/a Tie & Beam Concrete of Pompano Beach, Florida, and VPR Construction Corporation of Tamarac, Florida from date of award through November 5, 2029 with options to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $2,000,000.

Presenting:
Chad Maraj

Meeting: November 5, 2026
Department: Financial Services
Initiated By: Leonardo Bermudez

City of Coral Springs
City Commission Meeting Agenda Item

Summary Sheet

DOC ID: 3877

SUBJECT: Construction Services – Various Building Renovations (Chad Maraj)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)

Request to award the LOI No. 26-B-350 for Construction Services – Various Building Renovations to **Anzco, Inc.** of Boca Raton, Florida, **Awesome Construction, Inc.** of Coral Springs, Florida, **F.G. Construction, LLC** of Tamarac, Florida, **J & D Concrete Works Corp**. of Pompano Beach, Florida, **Renovation X LLC d/b/a Tie & Beam Concrete** of Pompano Beach, Florida, and **VPR Construction Corporation** of Tamarac, Florida from date of award through November 5, 2029 with options to renew for one (1) additional three (3) year time period for a potential cumulative total of six (6) years. The estimated annual expenditure is $2,000,000.

Funding Source: Approved Capital and Approved Operating Budget
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD)

PROJECT REVIEWED BY OR INCLUDED IN:

ATTACHMENTS:

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#3 – Awesome Construction, Inc. Agreement
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PROPOSERS
LOI #26-B-350
GENERAL CONTRACTOR SERVICES-VARIOUS PROJECTS

American Veterans Restoration 10632 Royal Palm Boulevard Coral Springs, FL 33065 Contact: Merle Malnik Phone: 754-610-4363 Email: robert@restoredbyvets.com	Anzco, Inc. 9671 Carousel Circle South Boca Raton, FL 33434 Contact: John Zak Phone: 561 699-3602 Fax: 754 532-2246 Email: jzak@anzcoinc.com
Awesome Construction, Inc. 3766 NW 124th Ave. Coral Springs, FL 33065 Contact: Robin Dean Phone: 954 345-6776 EFax: 866 201-7222 Email: robin@awesomeconstruction.com	FG Construction, LLC 2701 NW 55th Court Tamarac, FL 33309 Contact: Bao Dang Phone: 954-766-4053 Fax: 866-791-3135 Email: estimating@fgconstruction.com
Hoggins Construction Unlimited 1843 S. Dixie Highway Pompano Beach, FL 33060 Contact: Ronnie Hoggins Phone: 754-222-6465 Email: hcuoffice@gmail.com	J & D Concrete Works Corp 1000 W. McNab Road, Suite 242 Pompano Beach, FL 33069 Contact: Xavier Rodriguez Phone: 754-262-6386 Email: info@concreteworkscorp.com
MTD Painting and Construction Corp 12059 NW 49th Drive Coral Springs, FL 33076 Contact: Yamile Rangel Phone: 833-350-9300 Email: Yamile.rangel@mtdcgc.com	MTI Construction Group 20391 SW 3rd Street Pembroke Pines, FL 33029 Contact: Mateo Matovelle Phone: 954-670-3755 Email: contact.mtigroup@gmail.com
Renovation X LLC d/b/a TIE & BEAM CONCRETE 1800 NE 50th Street Pompano Beach, FL 33064 Contact: Carlos Grullon Phone: 954-990-9937 Email: info@tieandbeamconcrete.com	Sate Solutions, Inc. 2550 Eisenhower, Boulecvard, Suite 2 Fort Lauderdale, FL 33316 Contact: Alexandra Zelaya Phone: 786-493-3990 Email: allan@satesol.com
Thermia Corp 5735 NW 112th Path Doral, FL 33178 Contact: Emiro Pineda Phone: 754-308-0171 Email: info@thermia.us	Ulloa Management Group, LLC 765 Flowers St Saint Augustine, FL 32092 Contact: Paul Ulloa-Jarrin Phone: 561-888-3541 Email: management@ulloagroupllc.com
Veer Industries and General Contracting LLC 4782 NW 92nd Terrace Coral Springs, FL 33067 Contact: Randy Rampersad Phone: 954-637-2828 Email: gc@vigcpro.com	VPR Construction Corporation 4762 W. Commercial Blvd Tamarac, FL 33319 Contact: Trisha Ramsaywack Phone: 305-492-9867 Email: trisha@vprconstructioncorp.com

Evaluation Committee Members

Paul Zahn, Facilities Manager
Glen Gordon, Streets and Stormwater Manager
Robert Thomas, Battalion Chief – Support Services
Dorian Johnson, Senior Civil Engineer
Anthony Guzman, Parks Administrator

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ANZCO, INC. FOR GENERAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

ANZCO, INC.
a Florida profit corporation
9671 Carousel Circle South
Boca Raton, Florida 33434
(hereinafter "CONTRACTOR")

WHEREAS, on August 31, 2026, CITY issued Request for Letters of Interest No. 26-B-350 for General Contractor Services - Various Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, the public notice and solicitation terms of which are attached hereto and incorporated herein as Exhibit "A" (solicitation pages 1 through 13); and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contractor services for various projects at various locations throughout the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of CONTRACTOR on CITY's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains CONTRACTOR to provide general contractor services for various small to medium-sized construction, renovation and repair projects on an as-needed basis at various locations throughout the City.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY'S standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Sections II and III of the LOI, as detailed in Exhibit "A". CONTRACTOR acknowledges that it is one of the contractors on CITY's approved list. CITY does not guarantee any minimum amount of work under this Agreement.

3.02 All work to be performed by CONTRACTOR must be authorized by CITY'S Project Manager or designee. Upon notification from CITY, CONTRACTOR shall provide a firm written proposal stating the proposed scope of work, the time frame for completion, and a price separately identifying the costs of materials and labor. Upon authorization of work by CITY'S Project Manager or designee, CONTRACTOR shall receive a purchase order prior to commencing any project. The purchase order shall incorporate the authorized scope of work for the project.

3.03 CONTRACTOR shall maintain a current General Contractor or Building Contractor license as required by the LOI, provide at a minimum a licensed building contractor on site at the scheduled times, furnish all necessary labor, materials and equipment, and obtain all required permits before commencing work. All work shall comply with applicable State, County and local codes and requirements.

3.04 CONTRACTOR shall provide CITY, on forms furnished by CITY, a one hundred percent (100%) Payment and Performance Bond when the dollar value of any individual project awarded under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00).

3.05 Prior to commencing any project, CONTRACTOR shall meet with CITY'S Project Manager and any other party designated by CITY.

3.06 The use of subcontractors is permitted only with the prior written approval of the CITY Department or its designee. CONTRACTOR shall perform at least fifty percent (50%) of the work for each awarded project and shall remain wholly responsible for performance of the entire project, whether or not subcontractors are used.

3.07 FEDERAL REQUIRED CONTRACT PROVISIONS. The Federal Required Contract Provisions included in Solicitation No. 26-B-350 are attached hereto as Exhibit "B" and expressly incorporated into this Agreement. For each project funded, in whole or in part, with federal funds, CONTRACTOR shall comply with the applicable provisions of Exhibit "B" and all applicable federal laws, regulations, grant conditions, and funding requirements, including Title 2, Code of Federal Regulations, Part 200 and Appendix II to Part 200, as applicable. CONTRACTOR shall execute all required certifications, include applicable provisions in its subcontracts, and cooperate with CITY in executing any additional amendments or supplemental provisions necessary to maintain CITY'S eligibility for federal funding.

Notwithstanding Section 28, any mandatory federal requirement incorporated through Exhibit "B" shall control over a conflicting provision of this Agreement solely to the extent necessary to comply with that requirement. Except to that extent, Section 7 shall govern termination, and Exhibit "B" shall not limit CITY'S termination rights under this Agreement.

3.08 The insurance requirements in Section V of the LOI are expressly incorporated into this Agreement in addition to the requirements of Section 10.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 Should CITY request services from CONTRACTOR, compensation shall be based on the written price quote approved for that particular project and incorporated into CITY'S purchase order. Each quote shall include all fees and expenses, including travel and other direct expenses, and separately identify material and labor costs. The cost of any individual project shall not exceed Three Hundred Thousand Dollars ($300,000.00).

5.02 CONTRACTOR acknowledges and agrees that CITY reserves the right to solicit additional quotes on any work project estimated to cost Two Thousand Five Hundred Dollars ($2,500.00) or more.

5.03 CONTRACTOR shall submit invoices for completed work to CITY'S designated Project Manager or designee. CITY will pay invoices after final inspection and approval by CITY'S Project Manager or designee, approval by the using division supervisor, and final approval of all required building permit inspections.

5.04 CONTRACTOR shall provide copies of invoices for materials upon CITY'S request for audit purposes.

SECTION 6. TERM OF AGREEMENT

Subject to City Commission approval under Section 33, the term of this Agreement shall commence upon execution by both parties and continue for three (3) years, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY retains one (1) renewal option for an additional three (3) year term, based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless

from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

a) Premises and Operations.
b) Independent Contractors.
c) Product and Completed Operations Liability.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED

WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must 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. CONTRACTOR 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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

RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any

conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 31. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: [DESIGNATE COPY RECIPIENT, IF REQUIRED]

CONTRACTOR: John Zak, President
ANZCO, INC.
9671 Carousel Circle South
Boca Raton, Florida 33434
Tel.: (561) 699-3602

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

IN **WITNESS WHEREOF,** the CITY OF CORAL SPRINGS and ANZCO, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

_____

GEORGIA ELLIOTT, CMC, City Clerk

_____

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Oct 26, 2026 14:33:17 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

ANZCO, INC.

By: John B Zak
John B Zak (Oct 23, 2026 12:08:12 EDT)

Title: President

Print Name: John B. Zak

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 31, 2026 **LOI NO. 26-B-350**

PUBLIC NOTICE
REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.), at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTOR SERVICES – VARIOUS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, electronically, by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 16, 2026. A public opening will take place at or after 2:15 p.m. in the Sawgrass Conference Room located on 1st floor of City Hall on the same date. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer. Electronic LOI Submittals will be accepted through www.opengov.com. Physically delivered LOI submittals will also be accepted.

Any questions you may have regarding this project can be submitted through the "Question and Answer" tab for the specific project, on the City's E-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be **Friday September 7, 2026, at 5:00p.m**. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all informalities or irregularities in any L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's or take any other such actions that may be deemed to be in the best interests of the CITY.

Leonardo Bermudez
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either electronic utilizing www.Opengov.com or physically delivered by enclosing the Qualifications Form response in a sealed envelope along with the associated forms. The outside of the envelope shall positively identify the Proposer, and the name of the proposal.

After review of all submissions, the evaluation committee will select a maximum of no more than six (6) firms. In determining whether a firm is qualified, the City shall consider such factors as the firm's qualification and experience; Resources and availability; Experience with Government Entities; Experience with construction and renovation field; Experience with Construction in a municipal setting (Permit experience), References and past performance of each firm preferably with the City. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed contractors to complete various small to medium-sized construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work to be completed. A written proposal will be prepared by the contractors and sent to the requesting department that will then evaluate received proposals to determine if the price and time given to complete the project is fair and reasonable. Contractors on the approved list will not be required to submit a written proposal for every City project. Failure to provide proposals to three consecutive requests will result in not being considered for future projects.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time periods.

Some projects may be federally funded, the selected contractors shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations

(CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected contractors shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Current General Contractor or Building Contractor License listed in Florida Statute 489-105

- Contractor shall provide at a minimum a licensed building contractor on site ready to perform the required work at the scheduled times established with the City Department's Project Coordinator.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- **The use of sub-contractors is allowed. The Prime Contractor must perform at least 50% of the work for any given project that they are awarded. The prime-contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the CITY Department or their designee before any subcontractor is used.**

- Contractor must be experienced, knowledgeable, and skilled in both commercial and residential type new construction, installations, additions, alterations, repairs, renovations and demolition of the following nature, but not limited to:

  - Exterior and interior building renovations and repairs

  - Repairs to various other City structures

  - Interior Renovations
    - Interior demolition
    - Framing work
    - General carpentry work
    - Drywall installation
    - Interior painting
    - Door, doorframe, door trim, and hardware installation
    - Flooring installation (all types)
    - Installation of ceiling grid and ceiling tiles
    - Metal & Sheetmetal Fabrication
    - Sign Panels

- Exterior Renovations
  - Demolition work
  - Vertical construction such as concrete/masonry walls
  - Roofing Repairs & Replacement (including Truss Improvements)
  - Stucco work – new and repair
  - Exterior painting, sealing, coating & waterproofing
  - Metal & Sheetmetal fabrication
  - Asphalt/Asphalt Striping (Pathways & Sidewalks)
  - Concrete/Concrete Striping, pathways, sidewalks, curbing etc.
  - Monument Signs, Signposts & panels
  - Catch basin repairs
  - Concrete repairs including sidewalk, curbing, valley gutter and pad installation

- All work projects will require a firm written quote given to the City Department's Project Coordinator prior to work start-up. The quote must be broken down into two (2) segments: cost for materials, and cost for labor.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- Contractor must provide all necessary labor, materials, equipment, etc., required to properly complete to code the various projects required by the City.
- City reserves the right to solicit additional quotes on any work project estimated at $2,500 or more.
- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.
- Invoices submitted by contractor for work completed will be paid after final inspection by City Department's project coordinator and approval by using division supervisor.
- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars not to exceed Three Hundred Thousand Dollars.
- Contractor must sign the agreement prior to contract award (sample attached).
  - Projects that exceeds One Hundred Thousand Dollars will require bonding.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms must complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Because of the many different types of construction trades and dollar amount of small to medium construction, repair, and renovation projects that will be completed during the term of this contract, it is not required to submit any pricing at this time. Each project will be quoted as needed.

Additional information to be provided with LOI submittal:

1. Complete profile of the company;
2. Size of past jobs and clients;
3. Copies of City, county and state professional and occupational licenses;
4. At least 3 years' experience in the selected category
5. Proof of proper insurance.
6. Credible references where you were the primary contractor on previous jobs. References as a subcontractor will not be accepted;
7. Any prior experience working within government programs is preferable.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through https://procurement.opengov.com/portal/coralsprings.

3. ADDENDUM

A formal solicitation may require an Addendum to be issued. An Addendum, if needed, will be issued prior to the opening of solicitations. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coralsprings

Bidders are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

25. INTERPRETATIONS AND QUESTIONS

If the Bidder is in doubt as to the meaning of any of the Solicitation Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect

omissions, or has any question concerning the conditions and specifications, the Bidder shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
B. E-mail:support@opengov.com
C. Phone: 1 (605) 336-7167
D. https://opengov.my.site.com/support/s/contactsupport

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

All responses will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Commission for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the City.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single respondent, the Evaluation Committee will evaluate to determine if the sole respondent is in the best interest of the City. The Evaluation Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

EVALUATION CRITERIA

- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Experience with Scopes

- Experience with Construction in Municipal setting (Permit Experience)
- Client References and Past Performance

The criteria guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

1. Short-listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

2. If presentations/interviews are requested, the City will utilize Best Value Scoring in evaluating the Proposer's response. the Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The Proposer with the lowest combined score will be deemed the highest ranked proposer.

2. The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in

consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposers that agree to provide the required services at compensation which the City determines is fair, reasonable and competitive.

IX. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

By:_____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Firm
By:_____
Signature of Owner

_____ _____
Witness **Printed Name of Individual**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201--___, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By _____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by (Name), _____(Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, **LOI 26-B-350**. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice.

The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

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.

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.

If applicable, 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.

(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 City (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 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.

VII. COMPLIANCE WITH DAVIS-BACON ACT [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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 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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, 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.

(3) 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.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM

Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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, its 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) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. 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.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) 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—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

(2) 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/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, 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.

B. 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.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City 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 other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(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.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Contractor Name: **ANZCO, Inc.**

By: John B Zak
John B Zak (Oct 23, 2026 12:08:12 EDT)

Title: President

Date: Oct 23, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ANZCO, Inc.
Contractor Name

John B. Zak
Name

President
Title

John B Zak
John B Zak (Oct 23, 2026 12:08:12 EDT)
Signature

Oct 23, 2026
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, **ANZCO, Inc.**, 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.

ANZCO, Inc.
Contractor Name

John B Zak
John B Zak (Oct 23, 2026 12:08:12 EDT)
Signature

John B. Zak
Printed Name

President
Title

Oct 23, 2026
Date

LOI 26-B-350 - Anzco Agreement

Final Audit Report 2026-10-26

Created:	2026-10-23
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV5PtO4bI7vsUXo0x_6GHpulwkZjCIFEl

"LOI 26-B-350 - Anzco Agreement" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
2026-10-23 - 1:43:29 PM GMT- IP address: 199.27.247.2

Document emailed to jzak@anzcoinc.com for signature
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Signer jzak@anzcoinc.com entered name at signing as John B Zak
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Document e-signed by John B Zak (jzak@anzcoinc.com)
Signature Date: 2026-10-23 - 4:08:12 PM GMT - Time Source: server- IP address: 173.162.121.194 - Signature Appearance Selected: TYPE

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Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2026-10-26 - 6:33:15 PM GMT- IP address: 199.27.247.2

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2026-10-26 - 6:33:17 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-26 - 6:33:17 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND AWESOME CONSTRUCTION, INC. FOR GENERAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

AWESOME CONSTRUCTION, INC.
a Florida profit corporation
3766 NW 124th Avenue
Coral Springs, Florida 33065
(hereinafter "CONTRACTOR")

WHEREAS, on August 31, 2026, CITY issued Request for Letters of Interest No. 26-B-350 for General Contractor Services - Various Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, the public notice and solicitation terms of which are attached hereto and incorporated herein as Exhibit "A" (solicitation pages 1 through 13); and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contractor services for various projects at various locations throughout the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of CONTRACTOR on CITY's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains CONTRACTOR to provide general contractor services for various small to medium-sized construction, renovation and repair projects on an as-needed basis at various locations throughout the City.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY'S standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Sections II and III of the LOI, as detailed in Exhibit "A". CONTRACTOR acknowledges that it is one of the contractors on CITY's approved list. CITY does not guarantee any minimum amount of work under this Agreement.

3.02 All work to be performed by CONTRACTOR must be authorized by CITY'S Project Manager or designee. Upon notification from CITY, CONTRACTOR shall provide a firm written proposal stating the proposed scope of work, the time frame for completion, and a price separately identifying the costs of materials and labor. Upon authorization of work by CITY'S Project Manager or designee, CONTRACTOR shall receive a purchase order prior to commencing any project. The purchase order shall incorporate the authorized scope of work for the project.

3.03 CONTRACTOR shall maintain a current General Contractor or Building Contractor license as required by the LOI, provide at a minimum a licensed building contractor on site at the scheduled times, furnish all necessary labor, materials and equipment, and obtain all required permits before commencing work. All work shall comply with applicable State, County and local codes and requirements.

3.04 CONTRACTOR shall provide CITY, on forms furnished by CITY, a one hundred percent (100%) Payment and Performance Bond when the dollar value of any individual project awarded under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00).

3.05 Prior to commencing any project, CONTRACTOR shall meet with CITY'S Project Manager and any other party designated by CITY.

3.06 The use of subcontractors is permitted only with the prior written approval of the CITY Department or its designee. CONTRACTOR shall perform at least fifty percent (50%) of the work for each awarded project and shall remain wholly responsible for performance of the entire project, whether or not subcontractors are used.

3.07 FEDERAL REQUIRED CONTRACT PROVISIONS. The Federal Required Contract Provisions included in Solicitation No. 26-B-350 are attached hereto as Exhibit "B" and expressly incorporated into this Agreement. For each project funded, in whole or in part, with federal funds, CONTRACTOR shall comply with the applicable provisions of Exhibit "B" and all applicable federal laws, regulations, grant conditions, and funding requirements, including Title 2, Code of Federal Regulations, Part 200 and Appendix II to Part 200, as applicable. CONTRACTOR shall execute all required certifications, include applicable provisions in its subcontracts, and cooperate with CITY in executing any additional amendments or supplemental provisions necessary to maintain CITY'S eligibility for federal funding.

Notwithstanding Section 28, any mandatory federal requirement incorporated through Exhibit "B" shall control over a conflicting provision of this Agreement solely to the extent necessary to comply with that requirement. Except to that extent, Section 7 shall govern termination, and Exhibit "B" shall not limit CITY'S termination rights under this Agreement.

3.08 The insurance requirements in Section V of the LOI are expressly incorporated into this Agreement in addition to the requirements of Section 10.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 Should CITY request services from CONTRACTOR, compensation shall be based on the written price quote approved for that particular project and incorporated into CITY'S purchase order. Each quote shall include all fees and expenses, including travel and other direct expenses, and separately identify material and labor costs. The cost of any individual project shall not exceed Three Hundred Thousand Dollars ($300,000.00).

5.02 CONTRACTOR acknowledges and agrees that CITY reserves the right to solicit additional quotes on any work project estimated to cost Two Thousand Five Hundred Dollars ($2,500.00) or more.

5.03 CONTRACTOR shall submit invoices for completed work to CITY'S designated Project Manager or designee. CITY will pay invoices after final inspection and approval by CITY'S Project Manager or designee, approval by the using division supervisor, and final approval of all required building permit inspections.

5.04 CONTRACTOR shall provide copies of invoices for materials upon CITY'S request for audit purposes.

SECTION 6. TERM OF AGREEMENT

Subject to City Commission approval under Section 33, the term of this Agreement shall commence upon execution by both parties and continue for three (3) years, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY retains one (1) renewal option for an additional three (3) year term, based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless

from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

a) Premises and Operations.
b) Independent Contractors.
c) Product and Completed Operations Liability.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED

WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must 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. CONTRACTOR 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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

RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any

conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 31. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: [DESIGNATE COPY RECIPIENT, IF REQUIRED]

CONTRACTOR: Robin Dean, President
AWESOME CONSTRUCTION, INC.
3766 NW 124th Avenue
Coral Springs, Florida 33065
Tel.: (954) 345-6776

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and AWESOME CONSTRUCTION, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Oct 26, 2026 14:31:50 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

AWESOME CONSTRUCTION, INC.

By: Robin L Dean

Title: Presidemt

Print Name: Robin L Dean

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 31, 2026 **LOI NO. 26-B-350**

PUBLIC NOTICE
REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.), at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTOR SERVICES – VARIOUS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, electronically, by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 16, 2026. A public opening will take place at or after 2:15 p.m. in the Sawgrass Conference Room located on 1st floor of City Hall on the same date. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer. Electronic LOI Submittals will be accepted through www.opengov.com. Physically delivered LOI submittals will also be accepted.

Any questions you may have regarding this project can be submitted through the "Question and Answer" tab for the specific project, on the City's E-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be **Friday September 7, 2026, at 5:00p.m**. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all informalities or irregularities in any L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's or take any other such actions that may be deemed to be in the best interests of the CITY.

Leonardo Bermudez
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either electronic utilizing www.Opengov.com or physically delivered by enclosing the Qualifications Form response in a sealed envelope along with the associated forms. The outside of the envelope shall positively identify the Proposer, and the name of the proposal.

After review of all submissions, the evaluation committee will select a maximum of no more than six (6) firms. In determining whether a firm is qualified, the City shall consider such factors as the firm's qualification and experience; Resources and availability; Experience with Government Entities; Experience with construction and renovation field; Experience with Construction in a municipal setting (Permit experience), References and past performance of each firm preferably with the City. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed contractors to complete various small to medium-sized construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work to be completed. A written proposal will be prepared by the contractors and sent to the requesting department that will then evaluate received proposals to determine if the price and time given to complete the project is fair and reasonable. Contractors on the approved list will not be required to submit a written proposal for every City project. Failure to provide proposals to three consecutive requests will result in not being considered for future projects.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time periods.

Some projects may be federally funded, the selected contractors shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations

(CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected contractors shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Current General Contractor or Building Contractor License listed in Florida Statute 489-105

- Contractor shall provide at a minimum a licensed building contractor on site ready to perform the required work at the scheduled times established with the City Department's Project Coordinator.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- **The use of sub-contractors is allowed. The Prime Contractor must perform at least 50% of the work for any given project that they are awarded. The prime-contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the CITY Department or their designee before any subcontractor is used.**

- Contractor must be experienced, knowledgeable, and skilled in both commercial and residential type new construction, installations, additions, alterations, repairs, renovations and demolition of the following nature, but not limited to:

  - Exterior and interior building renovations and repairs

  - Repairs to various other City structures

  - Interior Renovations
    - Interior demolition
    - Framing work
    - General carpentry work
    - Drywall installation
    - Interior painting
    - Door, doorframe, door trim, and hardware installation
    - Flooring installation (all types)
    - Installation of ceiling grid and ceiling tiles
    - Metal & Sheetmetal Fabrication
    - Sign Panels

- Exterior Renovations
  - Demolition work
  - Vertical construction such as concrete/masonry walls
  - Roofing Repairs & Replacement (including Truss Improvements)
  - Stucco work – new and repair
  - Exterior painting, sealing, coating & waterproofing
  - Metal & Sheetmetal fabrication
  - Asphalt/Asphalt Striping (Pathways & Sidewalks)
  - Concrete/Concrete Striping, pathways, sidewalks, curbing etc.
  - Monument Signs, Signposts & panels
  - Catch basin repairs
  - Concrete repairs including sidewalk, curbing, valley gutter and pad installation

- All work projects will require a firm written quote given to the City Department's Project Coordinator prior to work start-up. The quote must be broken down into two (2) segments: cost for materials, and cost for labor.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- Contractor must provide all necessary labor, materials, equipment, etc., required to properly complete to code the various projects required by the City.
- City reserves the right to solicit additional quotes on any work project estimated at $2,500 or more.
- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.
- Invoices submitted by contractor for work completed will be paid after final inspection by City Department's project coordinator and approval by using division supervisor.
- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars not to exceed Three Hundred Thousand Dollars.
- Contractor must sign the agreement prior to contract award (sample attached).
  - Projects that exceeds One Hundred Thousand Dollars will require bonding.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms must complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Because of the many different types of construction trades and dollar amount of small to medium construction, repair, and renovation projects that will be completed during the term of this contract, it is not required to submit any pricing at this time. Each project will be quoted as needed.

Additional information to be provided with LOI submittal:

1. Complete profile of the company;
2. Size of past jobs and clients;
3. Copies of City, county and state professional and occupational licenses;
4. At least 3 years' experience in the selected category
5. Proof of proper insurance.
6. Credible references where you were the primary contractor on previous jobs. References as a subcontractor will not be accepted;
7. Any prior experience working within government programs is preferable.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through https://procurement.opengov.com/portal/coralsprings.

3. ADDENDUM

A formal solicitation may require an Addendum to be issued. An Addendum, if needed, will be issued prior to the opening of solicitations. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coralsprings

Bidders are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

25. INTERPRETATIONS AND QUESTIONS

If the Bidder is in doubt as to the meaning of any of the Solicitation Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect

omissions, or has any question concerning the conditions and specifications, the Bidder shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
B. E-mail:support@opengov.com
C. Phone: 1 (605) 336-7167
D. https://opengov.my.site.com/support/s/contactsupport

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

All responses will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Commission for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the City.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single respondent, the Evaluation Committee will evaluate to determine if the sole respondent is in the best interest of the City. The Evaluation Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

EVALUATION CRITERIA

- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Experience with Scopes

- Experience with Construction in Municipal setting (Permit Experience)
- Client References and Past Performance

The criteria guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

1. Short-listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

2. If presentations/interviews are requested, the City will utilize Best Value Scoring in evaluating the Proposer's response. the Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The Proposer with the lowest combined score will be deemed the highest ranked proposer.

2. The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

   (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

   (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

   Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in

consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposers that agree to provide the required services at compensation which the City determines is fair, reasonable and competitive.

IX. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

By:_____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Firm
By:_____
Signature of Owner

_____ _____
Witness **Printed Name of Individual**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____ _____
Witness **Printed Name of partner**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201--___, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By _____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by (Name), _____(Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, **LOI 26-B-350**. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice.

The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

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.

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.

If applicable, 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.

(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 City (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 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.

VII. COMPLIANCE WITH DAVIS-BACON ACT [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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 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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, 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.

(3) 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.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM

Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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, its 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) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. 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.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) 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—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

(2) 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/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, 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.

B. 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.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City 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 other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(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.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Contractor Name: **Awesome Construction, Inc.**

By: Robin L Dean

Title: President

Date: Oct 23, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Awesome Construction, Inc.
Contractor Name

Robin L Dean
Name

President
Title

Robin L Dean
Signature

10.23.26
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, **Awesome Construction, Inc.**, 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.

Awesome Construction, Inc.
Contractor Name

Robin L Dean
Signature

Robin L Dean
Printed Name

President
Title

Oct 23, 2026
Date

LOI 26-B-350 Awesome Const Agreement

Final Audit Report 2026-10-26

Created:	2026-10-23
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOiNF2zWXRPjA3Y5g7Nx69dHx_QKOE4o-

"LOI 26-B-350 Awesome Const Agreement" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
2026-10-23 - 1:57:28 PM GMT- IP address: 199.27.247.2

Document emailed to ROBIN DEAN (robin@awesomeconstruction.com) for signature
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Email viewed by ROBIN DEAN (robin@awesomeconstruction.com)
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Document e-signed by ROBIN DEAN (robin@awesomeconstruction.com)
Signature Date: 2026-10-23 - 3:48:27 PM GMT - Time Source: server- IP address: 96.69.3.230 - Signature Appearance Selected: IMAGE

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Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
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Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2026-10-26 - 6:31:50 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-26 - 6:31:50 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND F.G. CONSTRUCTION, LLC FOR GENERAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

F.G. CONSTRUCTION, LLC
a Florida limited liability company
2701 NW 55th Court
Tamarac, Florida 33309
(hereinafter "CONTRACTOR")

WHEREAS, on August 31, 2026, CITY issued Request for Letters of Interest No. 26-B-350 for General Contractor Services - Various Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, the public notice and solicitation terms of which are attached hereto and incorporated herein as Exhibit "A" (solicitation pages 1 through 13); and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contractor services for various projects at various locations throughout the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of CONTRACTOR on CITY's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains CONTRACTOR to provide general contractor services for various small to medium-sized construction, renovation and repair projects on an as-needed basis at various locations throughout the City.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY'S standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Sections II and III of the LOI, as detailed in Exhibit "A". CONTRACTOR acknowledges that it is one of the contractors on CITY's approved list. CITY does not guarantee any minimum amount of work under this Agreement.

3.02 All work to be performed by CONTRACTOR must be authorized by CITY'S Project Manager or designee. Upon notification from CITY, CONTRACTOR shall provide a firm written proposal stating the proposed scope of work, the time frame for completion, and a price separately identifying the costs of materials and labor. Upon authorization of work by CITY'S Project Manager or designee, CONTRACTOR shall receive a purchase order prior to commencing any project. The purchase order shall incorporate the authorized scope of work for the project.

3.03 CONTRACTOR shall maintain a current General Contractor or Building Contractor license as required by the LOI, provide at a minimum a licensed building contractor on site at the scheduled times, furnish all necessary labor, materials and equipment, and obtain all required permits before commencing work. All work shall comply with applicable State, County and local codes and requirements.

3.04 CONTRACTOR shall provide CITY, on forms furnished by CITY, a one hundred percent (100%) Payment and Performance Bond when the dollar value of any individual project awarded under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00).

3.05 Prior to commencing any project, CONTRACTOR shall meet with CITY'S Project Manager and any other party designated by CITY.

3.06 The use of subcontractors is permitted only with the prior written approval of the CITY Department or its designee. CONTRACTOR shall perform at least fifty percent (50%) of the work for each awarded project and shall remain wholly responsible for performance of the entire project, whether or not subcontractors are used.

3.07 FEDERAL REQUIRED CONTRACT PROVISIONS. The Federal Required Contract Provisions included in Solicitation No. 26-B-350 are attached hereto as Exhibit "B" and expressly incorporated into this Agreement. For each project funded, in whole or in part, with federal funds, CONTRACTOR shall comply with the applicable provisions of Exhibit "B" and all applicable federal laws, regulations, grant conditions, and funding requirements, including Title 2, Code of Federal Regulations, Part 200 and Appendix II to Part 200, as applicable. CONTRACTOR shall execute all required certifications, include applicable provisions in its subcontracts, and cooperate with CITY in executing any additional amendments or supplemental provisions necessary to maintain CITY'S eligibility for federal funding.

Notwithstanding Section 28, any mandatory federal requirement incorporated through Exhibit "B" shall control over a conflicting provision of this Agreement solely to the extent necessary to comply with that requirement. Except to that extent, Section 7 shall govern termination, and Exhibit "B" shall not limit CITY'S termination rights under this Agreement.

3.08 The insurance requirements in Section V of the LOI are expressly incorporated into this Agreement in addition to the requirements of Section 10.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 Should CITY request services from CONTRACTOR, compensation shall be based on the written price quote approved for that particular project and incorporated into CITY'S purchase order. Each quote shall include all fees and expenses, including travel and other direct expenses, and separately identify material and labor costs. The cost of any individual project shall not exceed Three Hundred Thousand Dollars ($300,000.00).

5.02 CONTRACTOR acknowledges and agrees that CITY reserves the right to solicit additional quotes on any work project estimated to cost Two Thousand Five Hundred Dollars ($2,500.00) or more.

5.03 CONTRACTOR shall submit invoices for completed work to CITY'S designated Project Manager or designee. CITY will pay invoices after final inspection and approval by CITY'S Project Manager or designee, approval by the using division supervisor, and final approval of all required building permit inspections.

5.04 CONTRACTOR shall provide copies of invoices for materials upon CITY'S request for audit purposes.

SECTION 6. TERM OF AGREEMENT

Subject to City Commission approval under Section 33, the term of this Agreement shall commence upon execution by both parties and continue for three (3) years, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY retains one (1) renewal option for an additional three (3) year term, based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless

from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

a) Premises and Operations.
b) Independent Contractors.
c) Product and Completed Operations Liability.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED

WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must 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. CONTRACTOR 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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

RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any

conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 31. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: [DESIGNATE COPY RECIPIENT, IF REQUIRED]

CONTRACTOR: Bao Dang
F.G. CONSTRUCTION, LLC
2701 NW 55th Court
Tamarac, Florida 33309
Tel.: (954) 766-4653

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and F.G. CONSTRUCTION, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Oct 27, 2026 09:11:46 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

F.G. CONSTRUCTION, LLC

By: Bao Dang (Oct 26, 2026 17:18:24 EDT)

Title: President

Print Name: Bao Dang

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 31, 2026 **LOI NO. 26-B-350**

PUBLIC NOTICE
REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.), at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTOR SERVICES – VARIOUS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, electronically, by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 16, 2026. A public opening will take place at or after 2:15 p.m. in the Sawgrass Conference Room located on 1st floor of City Hall on the same date. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer. Electronic LOI Submittals will be accepted through www.opengov.com. Physically delivered LOI submittals will also be accepted.

Any questions you may have regarding this project can be submitted through the "Question and Answer" tab for the specific project, on the City's E-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be **Friday September 7, 2026, at 5:00p.m**. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all informalities or irregularities in any L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's or take any other such actions that may be deemed to be in the best interests of the CITY.

Leonardo Bermudez
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either electronic utilizing www.Opengov.com or physically delivered by enclosing the Qualifications Form response in a sealed envelope along with the associated forms. The outside of the envelope shall positively identify the Proposer, and the name of the proposal.

After review of all submissions, the evaluation committee will select a maximum of no more than six (6) firms. In determining whether a firm is qualified, the City shall consider such factors as the firm's qualification and experience; Resources and availability; Experience with Government Entities; Experience with construction and renovation field; Experience with Construction in a municipal setting (Permit experience), References and past performance of each firm preferably with the City. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed contractors to complete various small to medium-sized construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work to be completed. A written proposal will be prepared by the contractors and sent to the requesting department that will then evaluate received proposals to determine if the price and time given to complete the project is fair and reasonable. Contractors on the approved list will not be required to submit a written proposal for every City project. Failure to provide proposals to three consecutive requests will result in not being considered for future projects.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time periods.

Some projects may be federally funded, the selected contractors shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations

(CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected contractors shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Current General Contractor or Building Contractor License listed in Florida Statute 489-105

- Contractor shall provide at a minimum a licensed building contractor on site ready to perform the required work at the scheduled times established with the City Department's Project Coordinator.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- **The use of sub-contractors is allowed. The Prime Contractor must perform at least 50% of the work for any given project that they are awarded. The prime-contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the CITY Department or their designee before any subcontractor is used.**

- Contractor must be experienced, knowledgeable, and skilled in both commercial and residential type new construction, installations, additions, alterations, repairs, renovations and demolition of the following nature, but not limited to:

  - Exterior and interior building renovations and repairs

  - Repairs to various other City structures

  - Interior Renovations
    - Interior demolition
    - Framing work
    - General carpentry work
    - Drywall installation
    - Interior painting
    - Door, doorframe, door trim, and hardware installation
    - Flooring installation (all types)
    - Installation of ceiling grid and ceiling tiles
    - Metal & Sheetmetal Fabrication
    - Sign Panels

- Exterior Renovations
  - Demolition work
  - Vertical construction such as concrete/masonry walls
  - Roofing Repairs & Replacement (including Truss Improvements)
  - Stucco work – new and repair
  - Exterior painting, sealing, coating & waterproofing
  - Metal & Sheetmetal fabrication
  - Asphalt/Asphalt Striping (Pathways & Sidewalks)
  - Concrete/Concrete Striping, pathways, sidewalks, curbing etc.
  - Monument Signs, Signposts & panels
  - Catch basin repairs
  - Concrete repairs including sidewalk, curbing, valley gutter and pad installation

- All work projects will require a firm written quote given to the City Department's Project Coordinator prior to work start-up. The quote must be broken down into two (2) segments: cost for materials, and cost for labor.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- Contractor must provide all necessary labor, materials, equipment, etc., required to properly complete to code the various projects required by the City.
- City reserves the right to solicit additional quotes on any work project estimated at $2,500 or more.
- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.
- Invoices submitted by contractor for work completed will be paid after final inspection by City Department's project coordinator and approval by using division supervisor.
- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars not to exceed Three Hundred Thousand Dollars.
- Contractor must sign the agreement prior to contract award (sample attached).
  - Projects that exceeds One Hundred Thousand Dollars will require bonding.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms must complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Because of the many different types of construction trades and dollar amount of small to medium construction, repair, and renovation projects that will be completed during the term of this contract, it is not required to submit any pricing at this time. Each project will be quoted as needed.

Additional information to be provided with LOI submittal:

1. Complete profile of the company;
2. Size of past jobs and clients;
3. Copies of City, county and state professional and occupational licenses;
4. At least 3 years' experience in the selected category
5. Proof of proper insurance.
6. Credible references where you were the primary contractor on previous jobs. References as a subcontractor will not be accepted;
7. Any prior experience working within government programs is preferable.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through https://procurement.opengov.com/portal/coralsprings.

3. ADDENDUM

A formal solicitation may require an Addendum to be issued. An Addendum, if needed, will be issued prior to the opening of solicitations. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coralsprings

Bidders are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

25. INTERPRETATIONS AND QUESTIONS

If the Bidder is in doubt as to the meaning of any of the Solicitation Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect

omissions, or has any question concerning the conditions and specifications, the Bidder shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
B. E-mail:support@opengov.com
C. Phone: 1 (605) 336-7167
D. https://opengov.my.site.com/support/s/contactsupport

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

All responses will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Commission for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the City.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single respondent, the Evaluation Committee will evaluate to determine if the sole respondent is in the best interest of the City. The Evaluation Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

EVALUATION CRITERIA

- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Experience with Scopes

- Experience with Construction in Municipal setting (Permit Experience)
- Client References and Past Performance

The criteria guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

1. Short-listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

2. If presentations/interviews are requested, the City will utilize Best Value Scoring in evaluating the Proposer's response. the Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The Proposer with the lowest combined score will be deemed the highest ranked proposer.

2. The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in

consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposers that agree to provide the required services at compensation which the City determines is fair, reasonable and competitive.

IX. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests**.**

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

By:_____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Firm
By:_____
Signature of Owner

_____ _____
Witness **Printed Name of Individual**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____ _____
Witness **Printed Name of partner**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201--___, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By _____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by (Name), _____(Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, **LOI 26-B-350**. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice.

The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

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.

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.

If applicable, 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.

(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 City (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 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.

VII. COMPLIANCE WITH DAVIS-BACON ACT [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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 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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, 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.

(3) 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.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM

Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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, its 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) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. 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.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) 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—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

(2) 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/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, 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.

B. 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.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City 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 other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(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.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Contractor Name: **FG Construction, LLC**

By: Bao Dang (Oct 26, 2026 17:18:24 EDT)

Title: President

Date: Oct 26, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FG Construction, LLC

Contractor Name

Bao Dang

Name

President

Title

Bao Dang (Oct 26, 2026 17:18:24 EDT)

Signature

Oct 26, 2026

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, **_FG Construction, LLC**, 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.

_FG Construction, LLC_____
Contractor Name

Bao Dang (Oct 26, 2026 17:18:24 EDT)
Signature

Bao Dang
Printed Name

President
Title

Oct 26, 2026
Date

LOI 26-B-350 FG Const Agreement

Final Audit Report 2026-10-27

Created:	2026-10-23
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZQds88sTI4C2-ReTfNu2zSV_mN2RMuDO

"LOI 26-B-350 FG Const Agreement" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
2026-10-23 - 3:05:05 PM GMT- IP address: 199.27.247.2

Document emailed to Bao Dang (bao@fgconstruction.com) for signature
2026-10-23 - 3:10:13 PM GMT

Email viewed by Bao Dang (bao@fgconstruction.com)
2026-10-24 - 7:12:01 AM GMT- IP address: 172.226.188.24

Leonardo Bermudez (lbermudez@coralsprings.gov) added alternate signer Catherine Remington (Catherine@fgconstruction.com). The original signer Bao Dang (bao@fgconstruction.com) can still sign.
2026-10-26 - 4:35:38 PM GMT- IP address: 199.27.247.2

Document emailed to Catherine Remington (Catherine@fgconstruction.com) for signature
2026-10-26 - 4:35:39 PM GMT

Document e-signed by Bao Dang (bao@fgconstruction.com)
Signature Date: 2026-10-26 - 9:18:24 PM GMT - Time Source: server- IP address: 96.84.59.161 - Signature Appearance Selected: DRAW

Document emailed to swhitacre@coralsprings.gov for signature
2026-10-26 - 9:18:27 PM GMT

Email viewed by swhitacre@coralsprings.gov
2026-10-27 - 1:11:13 PM GMT- IP address: 167.160.162.252

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2026-10-27 - 1:11:44 PM GMT- IP address: 199.27.247.2

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2026-10-27 - 1:11:46 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-27 - 1:11:46 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND J & D CONCRETE WORKS CORP FOR GENERAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

J & D CONCRETE WORKS CORP
a Florida profit corporation
1000 W. McNab Road, Suite 242
Pompano Beach, Florida 33069
(hereinafter "CONTRACTOR")

WHEREAS, on August 31, 2026, CITY issued Request for Letters of Interest No. 26-B-350 for General Contractor Services - Various Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, the public notice and solicitation terms of which are attached hereto and incorporated herein as Exhibit "A" (solicitation pages 1 through 13); and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contractor services for various projects at various locations throughout the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of CONTRACTOR on CITY's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR to provide general contractor services for various small to medium-sized construction, renovation and repair projects on an as-needed basis at various locations throughout the City.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY'S standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

3.01 Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Sections II and III of the LOI, as detailed in Exhibit "A". CONTRACTOR acknowledges that it is one of the contractors on CITY's approved list. CITY does not guarantee any minimum amount of work under this Agreement.

3.02 All work to be performed by CONTRACTOR must be authorized by CITY'S Project Manager or designee. Upon notification from CITY, CONTRACTOR shall provide a firm written proposal stating the proposed scope of work, the time frame for completion, and a price separately identifying the costs of materials and labor. Upon authorization of work by CITY'S Project Manager or designee, CONTRACTOR shall receive a purchase order prior to commencing any project. The purchase order shall incorporate the authorized scope of work for the project.

3.03 CONTRACTOR shall maintain a current General Contractor or Building Contractor license as required by the LOI, provide at a minimum a licensed building contractor on site at the scheduled times, furnish all necessary labor, materials and equipment, and obtain all required permits before commencing work. All work shall comply with applicable State, County and local codes and requirements.

3.04 CONTRACTOR shall provide CITY, on forms furnished by CITY, a one hundred percent (100%) Payment and Performance Bond when the dollar value of any individual project awarded under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00).

3.05 Prior to commencing any project, CONTRACTOR shall meet with CITY'S Project Manager and any other party designated by CITY.

3.06 The use of subcontractors is permitted only with the prior written approval of the CITY Department or its designee. CONTRACTOR shall perform at least fifty percent (50%) of the work for each awarded project and shall remain wholly responsible for performance of the entire project, whether or not subcontractors are used.

3.07 FEDERAL REQUIRED CONTRACT PROVISIONS. The Federal Required Contract Provisions included in Solicitation No. 26-B-350 are attached hereto as Exhibit "B" and expressly incorporated into this Agreement. For each project funded, in whole or in part, with federal funds, CONTRACTOR shall comply with the applicable provisions of Exhibit "B" and all applicable federal laws, regulations, grant conditions, and funding requirements, including Title 2, Code of Federal Regulations, Part 200 and Appendix II to Part 200, as applicable. CONTRACTOR shall execute all required certifications, include applicable provisions in its subcontracts, and cooperate with CITY in executing any additional amendments or supplemental provisions necessary to maintain CITY'S eligibility for federal funding.

Notwithstanding Section 28, any mandatory federal requirement incorporated through Exhibit "B" shall control over a conflicting provision of this Agreement solely to the extent necessary to comply with that requirement. Except to that extent, Section 7 shall govern termination, and Exhibit "B" shall not limit CITY'S termination rights under this Agreement.

3.08 The insurance requirements in Section V of the LOI are expressly incorporated into this Agreement in addition to the requirements of Section 10.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 Should CITY request services from CONTRACTOR, compensation shall be based on the written price quote approved for that particular project and incorporated into CITY'S purchase order. Each quote shall include all fees and expenses, including travel and other direct expenses, and separately identify material and labor costs. The cost of any individual project shall not exceed Three Hundred Thousand Dollars ($300,000.00).

5.02 CONTRACTOR acknowledges and agrees that CITY reserves the right to solicit additional quotes on any work project estimated to cost Two Thousand Five Hundred Dollars ($2,500.00) or more.

5.03 CONTRACTOR shall submit invoices for completed work to CITY'S designated Project Manager or designee. CITY will pay invoices after final inspection and approval by CITY'S Project Manager or designee, approval by the using division supervisor, and final approval of all required building permit inspections.

5.04 CONTRACTOR shall provide copies of invoices for materials upon CITY'S request for audit purposes.

SECTION 6. TERM OF AGREEMENT

Subject to City Commission approval under Section 33, the term of this Agreement shall commence upon execution by both parties and continue for three (3) years, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY retains one (1) renewal option for an additional three (3) year term, based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless

from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

a) Premises and Operations.
b) Independent Contractors.
c) Product and Completed Operations Liability.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED

WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must 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. CONTRACTOR 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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

RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any

conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 31. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: [DESIGNATE COPY RECIPIENT, IF REQUIRED]

CONTRACTOR: Xavier Rodriguez
J & D CONCRETE WORKS CORP
1000 W. McNab Road, Suite 242
Pompano Beach, Florida 33069
Tel.: (954) 262-6386

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and J & D CONCRETE WORKS CORP have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Oct 26, 2026 14:34:18 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

J & D CONCRETE WORKS CORP

By: Xavier Rodriguez (Oct 23, 2026 10:35:49 EDT)

Title: Treasurer

Print Name: Xavier Rodriguez

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 31, 2026 **LOI NO. 26-B-350**

PUBLIC NOTICE
REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.), at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTOR SERVICES – VARIOUS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, electronically, by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 16, 2026. A public opening will take place at or after 2:15 p.m. in the Sawgrass Conference Room located on 1st floor of City Hall on the same date. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer. Electronic LOI Submittals will be accepted through www.opengov.com. Physically delivered LOI submittals will also be accepted.

Any questions you may have regarding this project can be submitted through the "Question and Answer" tab for the specific project, on the City's E-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be **Friday September 7, 2026, at 5:00p.m**. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all informalities or irregularities in any L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's or take any other such actions that may be deemed to be in the best interests of the CITY.

Leonardo Bermudez
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either electronic utilizing www.Opengov.com or physically delivered by enclosing the Qualifications Form response in a sealed envelope along with the associated forms. The outside of the envelope shall positively identify the Proposer, and the name of the proposal.

After review of all submissions, the evaluation committee will select a maximum of no more than six (6) firms. In determining whether a firm is qualified, the City shall consider such factors as the firm's qualification and experience; Resources and availability; Experience with Government Entities; Experience with construction and renovation field; Experience with Construction in a municipal setting (Permit experience), References and past performance of each firm preferably with the City. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed contractors to complete various small to medium-sized construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work to be completed. A written proposal will be prepared by the contractors and sent to the requesting department that will then evaluate received proposals to determine if the price and time given to complete the project is fair and reasonable. Contractors on the approved list will not be required to submit a written proposal for every City project. Failure to provide proposals to three consecutive requests will result in not being considered for future projects.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time periods.

Some projects may be federally funded, the selected contractors shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations

(CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected contractors shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Current General Contractor or Building Contractor License listed in Florida Statute 489-105

- Contractor shall provide at a minimum a licensed building contractor on site ready to perform the required work at the scheduled times established with the City Department's Project Coordinator.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- **The use of sub-contractors is allowed. The Prime Contractor must perform at least 50% of the work for any given project that they are awarded. The prime-contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the CITY Department or their designee before any subcontractor is used.**

- Contractor must be experienced, knowledgeable, and skilled in both commercial and residential type new construction, installations, additions, alterations, repairs, renovations and demolition of the following nature, but not limited to:

  - Exterior and interior building renovations and repairs

  - Repairs to various other City structures

  - Interior Renovations
    - Interior demolition
    - Framing work
    - General carpentry work
    - Drywall installation
    - Interior painting
    - Door, doorframe, door trim, and hardware installation
    - Flooring installation (all types)
    - Installation of ceiling grid and ceiling tiles
    - Metal & Sheetmetal Fabrication
    - Sign Panels

- Exterior Renovations
  - Demolition work
  - Vertical construction such as concrete/masonry walls
  - Roofing Repairs & Replacement (including Truss Improvements)
  - Stucco work – new and repair
  - Exterior painting, sealing, coating & waterproofing
  - Metal & Sheetmetal fabrication
  - Asphalt/Asphalt Striping (Pathways & Sidewalks)
  - Concrete/Concrete Striping, pathways, sidewalks, curbing etc.
  - Monument Signs, Signposts & panels
  - Catch basin repairs
  - Concrete repairs including sidewalk, curbing, valley gutter and pad installation

- All work projects will require a firm written quote given to the City Department's Project Coordinator prior to work start-up. The quote must be broken down into two (2) segments: cost for materials, and cost for labor.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- Contractor must provide all necessary labor, materials, equipment, etc., required to properly complete to code the various projects required by the City.
- City reserves the right to solicit additional quotes on any work project estimated at $2,500 or more.
- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.
- Invoices submitted by contractor for work completed will be paid after final inspection by City Department's project coordinator and approval by using division supervisor.
- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars not to exceed Three Hundred Thousand Dollars.
- Contractor must sign the agreement prior to contract award (sample attached).
  - Projects that exceeds One Hundred Thousand Dollars will require bonding.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms must complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Because of the many different types of construction trades and dollar amount of small to medium construction, repair, and renovation projects that will be completed during the term of this contract, it is not required to submit any pricing at this time. Each project will be quoted as needed.

Additional information to be provided with LOI submittal:

1. Complete profile of the company;
2. Size of past jobs and clients;
3. Copies of City, county and state professional and occupational licenses;
4. At least 3 years' experience in the selected category
5. Proof of proper insurance.
6. Credible references where you were the primary contractor on previous jobs. References as a subcontractor will not be accepted;
7. Any prior experience working within government programs is preferable.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through https://procurement.opengov.com/portal/coralsprings.

3. ADDENDUM

A formal solicitation may require an Addendum to be issued. An Addendum, if needed, will be issued prior to the opening of solicitations. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coralsprings

Bidders are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

25. INTERPRETATIONS AND QUESTIONS

If the Bidder is in doubt as to the meaning of any of the Solicitation Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect

omissions, or has any question concerning the conditions and specifications, the Bidder shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
B. E-mail:support@opengov.com
C. Phone: 1 (605) 336-7167
D. https://opengov.my.site.com/support/s/contactsupport

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

All responses will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Commission for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the City.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single respondent, the Evaluation Committee will evaluate to determine if the sole respondent is in the best interest of the City. The Evaluation Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

EVALUATION CRITERIA

- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Experience with Scopes

- Experience with Construction in Municipal setting (Permit Experience)
- Client References and Past Performance

The criteria guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

1. Short-listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

2. If presentations/interviews are requested, the City will utilize Best Value Scoring in evaluating the Proposer's response. the Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The Proposer with the lowest combined score will be deemed the highest ranked proposer.

2. The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in

consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposers that agree to provide the required services at compensation which the City determines is fair, reasonable and competitive.

IX. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

By:_____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Firm
By:_____
Signature of Owner

_____ _____
Witness **Printed Name of Individual**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____ _____
Witness **Printed Name of partner**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201--___, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By _____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by (Name), _____(Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, **LOI 26-B-350**. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice.

The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

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.

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.

If applicable, 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.

(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 City (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 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.

VII. COMPLIANCE WITH DAVIS-BACON ACT [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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 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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, 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.

(3) 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.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM

Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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, its 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) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. 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.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) 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—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

(2) 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/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, 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.

B. 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.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City 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 other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(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.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Contractor Name: J & D Concrete Works Corp.

By: Xavier Rodriguez (Oct 23, 2026 10:35:49 EDT)

Title: Treasurer

Date: Oct 23, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

J & D Concrete Works Corp.
Contractor Name

Xavier Rodriguez
Name

Treasurer
Title

Xavier Rodriguez (Oct 23, 2026 10:35:49 EDT)
Signature

10/23/26
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, _J & D Concrete Works Corp., 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.

_J & D Concrete Works Corp._____
Contractor Name

Xavier Rodriguez (Oct 23, 2026 10:35:49 EDT)
Signature

Xavier Rodriguez
Printed Name

Treasuree
Title

Oct 23, 2026
Date

LOI 26-B-350 JD Concrete Work Agreement

Final Audit Report 2026-10-26

Created:	2026-10-23
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ8qzLf1sFymv9DngeDTzsukk3qDBqFip

"LOI 26-B-350 JD Concrete Work Agreement" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
2026-10-23 - 2:18:47 PM GMT- IP address: 199.27.247.2

Document emailed to xavier@concreteworkscorp.com for signature
2026-10-23 - 2:23:18 PM GMT

Email viewed by xavier@concreteworkscorp.com
2026-10-23 - 2:33:07 PM GMT- IP address: 69.215.191.74

Signer xavier@concreteworkscorp.com entered name at signing as Xavier Rodriguez
2026-10-23 - 2:35:47 PM GMT- IP address: 69.215.191.74

Document e-signed by Xavier Rodriguez (xavier@concreteworkscorp.com)
Signature Date: 2026-10-23 - 2:35:49 PM GMT - Time Source: server- IP address: 69.215.191.74 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to swhitacre@coralsprings.gov for signature
2026-10-23 - 2:35:52 PM GMT

Email viewed by swhitacre@coralsprings.gov
2026-10-26 - 1:52:32 PM GMT- IP address: 173.254.216.35

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2026-10-26 - 6:34:16 PM GMT- IP address: 199.27.247.2

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2026-10-26 - 6:34:18 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-26 - 6:34:18 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND RENOVATION X LLC d/b/a TIE + BEAM CONCRETE FOR GENERAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

RENOVATION X LLC d/b/a TIE + BEAM CONCRETE
a Florida limited liability company
1800 NE 50th Street
Pompano Beach, Florida 33064
(hereinafter "CONTRACTOR")

WHEREAS, on August 31, 2026, CITY issued Request for Letters of Interest No. 26-B-350 for General Contractor Services - Various Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, the public notice and solicitation terms of which are attached hereto and incorporated herein as Exhibit "A" (solicitation pages 1 through 13); and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contractor services for various projects at various locations throughout the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of CONTRACTOR on CITY's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains CONTRACTOR to provide general contractor services for various small to medium-sized construction, renovation and repair projects on an as-needed basis at various locations throughout the City.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY'S standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Sections II and III of the LOI, as detailed in Exhibit "A". CONTRACTOR acknowledges that it is one of the contractors on CITY's approved list. CITY does not guarantee any minimum amount of work under this Agreement.

3.02 All work to be performed by CONTRACTOR must be authorized by CITY'S Project Manager or designee. Upon notification from CITY, CONTRACTOR shall provide a firm written proposal stating the proposed scope of work, the time frame for completion, and a price separately identifying the costs of materials and labor. Upon authorization of work by CITY'S Project Manager or designee, CONTRACTOR shall receive a purchase order prior to commencing any project. The purchase order shall incorporate the authorized scope of work for the project.

3.03 CONTRACTOR shall maintain a current General Contractor or Building Contractor license as required by the LOI, provide at a minimum a licensed building contractor on site at the scheduled times, furnish all necessary labor, materials and equipment, and obtain all required permits before commencing work. All work shall comply with applicable State, County and local codes and requirements.

3.04 CONTRACTOR shall provide CITY, on forms furnished by CITY, a one hundred percent (100%) Payment and Performance Bond when the dollar value of any individual project awarded under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00).

3.05 Prior to commencing any project, CONTRACTOR shall meet with CITY'S Project Manager and any other party designated by CITY.

3.06 The use of subcontractors is permitted only with the prior written approval of the CITY Department or its designee. CONTRACTOR shall perform at least fifty percent (50%) of the work for each awarded project and shall remain wholly responsible for performance of the entire project, whether or not subcontractors are used.

3.07 FEDERAL REQUIRED CONTRACT PROVISIONS. The Federal Required Contract Provisions included in Solicitation No. 26-B-350 are attached hereto as Exhibit "B" and expressly incorporated into this Agreement. For each project funded, in whole or in part, with federal funds, CONTRACTOR shall comply with the applicable provisions of Exhibit "B" and all applicable federal laws, regulations, grant conditions, and funding requirements, including Title 2, Code of Federal Regulations, Part 200 and Appendix II to Part 200, as applicable. CONTRACTOR shall execute all required certifications, include applicable provisions in its subcontracts, and cooperate with CITY in executing any additional amendments or supplemental provisions necessary to maintain CITY'S eligibility for federal funding.

Notwithstanding Section 28, any mandatory federal requirement incorporated through Exhibit "B" shall control over a conflicting provision of this Agreement solely to the extent necessary to comply with that requirement. Except to that extent, Section 7 shall govern termination, and Exhibit "B" shall not limit CITY'S termination rights under this Agreement.

3.08 The insurance requirements in Section V of the LOI are expressly incorporated into this Agreement in addition to the requirements of Section 10.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 Should CITY request services from CONTRACTOR, compensation shall be based on the written price quote approved for that particular project and incorporated into CITY'S purchase order. Each quote shall include all fees and expenses, including travel and other direct expenses, and separately identify material and labor costs. The cost of any individual project shall not exceed Three Hundred Thousand Dollars ($300,000.00).

5.02 CONTRACTOR acknowledges and agrees that CITY reserves the right to solicit additional quotes on any work project estimated to cost Two Thousand Five Hundred Dollars ($2,500.00) or more.

5.03 CONTRACTOR shall submit invoices for completed work to CITY'S designated Project Manager or designee. CITY will pay invoices after final inspection and approval by CITY'S Project Manager or designee, approval by the using division supervisor, and final approval of all required building permit inspections.

5.04 CONTRACTOR shall provide copies of invoices for materials upon CITY'S request for audit purposes.

SECTION 6. TERM OF AGREEMENT

Subject to City Commission approval under Section 33, the term of this Agreement shall commence upon execution by both parties and continue for three (3) years, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY retains one (1) renewal option for an additional three (3) year term, based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR,

specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in

business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

a) Premises and Operations.
b) Independent Contractors.
c) Product and Completed Operations Liability.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled,

materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any

person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as

amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must 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. CONTRACTOR 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 31. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: [DESIGNATE COPY RECIPIENT, IF REQUIRED]

CONTRACTOR: Carlos Grullon, Owner
RENOVATION X LLC d/b/a TIE + BEAM CONCRETE
1800 NE 50th Street
Pompano Beach, Florida 33064
Tel.: (954) 990-9937

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and RENOVATION X LLC d/b/a TIE + BEAM CONCRETE have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Oct 26, 2026 15:09:02 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

RENOVATION X LLC d/b/a TIE + BEAM CONCRETE

By: Carlos A Grullon (Oct 26, 2026 10:48:36 EDT)

Title: Owner/Manager

Print Name: Carlos Grullon

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 31, 2026 **LOI NO. 26-B-350**

PUBLIC NOTICE
REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.), at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTOR SERVICES – VARIOUS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, electronically, by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 16, 2026. A public opening will take place at or after 2:15 p.m. in the Sawgrass Conference Room located on 1st floor of City Hall on the same date. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer. Electronic LOI Submittals will be accepted through www.opengov.com. Physically delivered LOI submittals will also be accepted.

Any questions you may have regarding this project can be submitted through the "Question and Answer" tab for the specific project, on the City's E-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be **Friday September 7, 2026, at 5:00p.m**. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all informalities or irregularities in any L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's or take any other such actions that may be deemed to be in the best interests of the CITY.

Leonardo Bermudez
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either electronic utilizing www.Opengov.com or physically delivered by enclosing the Qualifications Form response in a sealed envelope along with the associated forms. The outside of the envelope shall positively identify the Proposer, and the name of the proposal.

After review of all submissions, the evaluation committee will select a maximum of no more than six (6) firms. In determining whether a firm is qualified, the City shall consider such factors as the firm's qualification and experience; Resources and availability; Experience with Government Entities; Experience with construction and renovation field; Experience with Construction in a municipal setting (Permit experience), References and past performance of each firm preferably with the City. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed contractors to complete various small to medium-sized construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work to be completed. A written proposal will be prepared by the contractors and sent to the requesting department that will then evaluate received proposals to determine if the price and time given to complete the project is fair and reasonable. Contractors on the approved list will not be required to submit a written proposal for every City project. Failure to provide proposals to three consecutive requests will result in not being considered for future projects.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time periods.

Some projects may be federally funded, the selected contractors shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations

(CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected contractors shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Current General Contractor or Building Contractor License listed in Florida Statute 489-105

- Contractor shall provide at a minimum a licensed building contractor on site ready to perform the required work at the scheduled times established with the City Department's Project Coordinator.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- **The use of sub-contractors is allowed. The Prime Contractor must perform at least 50% of the work for any given project that they are awarded. The prime-contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the CITY Department or their designee before any subcontractor is used.**

- Contractor must be experienced, knowledgeable, and skilled in both commercial and residential type new construction, installations, additions, alterations, repairs, renovations and demolition of the following nature, but not limited to:

  - Exterior and interior building renovations and repairs

  - Repairs to various other City structures

  - Interior Renovations
    - Interior demolition
    - Framing work
    - General carpentry work
    - Drywall installation
    - Interior painting
    - Door, doorframe, door trim, and hardware installation
    - Flooring installation (all types)
    - Installation of ceiling grid and ceiling tiles
    - Metal & Sheetmetal Fabrication
    - Sign Panels

- Exterior Renovations
  - Demolition work
  - Vertical construction such as concrete/masonry walls
  - Roofing Repairs & Replacement (including Truss Improvements)
  - Stucco work – new and repair
  - Exterior painting, sealing, coating & waterproofing
  - Metal & Sheetmetal fabrication
  - Asphalt/Asphalt Striping (Pathways & Sidewalks)
  - Concrete/Concrete Striping, pathways, sidewalks, curbing etc.
  - Monument Signs, Signposts & panels
  - Catch basin repairs
  - Concrete repairs including sidewalk, curbing, valley gutter and pad installation

- All work projects will require a firm written quote given to the City Department's Project Coordinator prior to work start-up. The quote must be broken down into two (2) segments: cost for materials, and cost for labor.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- Contractor must provide all necessary labor, materials, equipment, etc., required to properly complete to code the various projects required by the City.
- City reserves the right to solicit additional quotes on any work project estimated at $2,500 or more.
- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.
- Invoices submitted by contractor for work completed will be paid after final inspection by City Department's project coordinator and approval by using division supervisor.
- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars not to exceed Three Hundred Thousand Dollars.
- Contractor must sign the agreement prior to contract award (sample attached).
  - Projects that exceeds One Hundred Thousand Dollars will require bonding.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms must complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Because of the many different types of construction trades and dollar amount of small to medium construction, repair, and renovation projects that will be completed during the term of this contract, it is not required to submit any pricing at this time. Each project will be quoted as needed.

Additional information to be provided with LOI submittal:

1. Complete profile of the company;
2. Size of past jobs and clients;
3. Copies of City, county and state professional and occupational licenses;
4. At least 3 years' experience in the selected category
5. Proof of proper insurance.
6. Credible references where you were the primary contractor on previous jobs. References as a subcontractor will not be accepted;
7. Any prior experience working within government programs is preferable.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through https://procurement.opengov.com/portal/coralsprings.

3. ADDENDUM

A formal solicitation may require an Addendum to be issued. An Addendum, if needed, will be issued prior to the opening of solicitations. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coralsprings

Bidders are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

25. INTERPRETATIONS AND QUESTIONS

If the Bidder is in doubt as to the meaning of any of the Solicitation Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect

omissions, or has any question concerning the conditions and specifications, the Bidder shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
B. E-mail:support@opengov.com
C. Phone: 1 (605) 336-7167
D. https://opengov.my.site.com/support/s/contactsupport

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

All responses will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Commission for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the City.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single respondent, the Evaluation Committee will evaluate to determine if the sole respondent is in the best interest of the City. The Evaluation Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

EVALUATION CRITERIA

- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Experience with Scopes

- Experience with Construction in Municipal setting (Permit Experience)
- Client References and Past Performance

The criteria guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

1. Short-listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

2. If presentations/interviews are requested, the City will utilize Best Value Scoring in evaluating the Proposer's response. the Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The Proposer with the lowest combined score will be deemed the highest ranked proposer.

2. The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in

consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposers that agree to provide the required services at compensation which the City determines is fair, reasonable and competitive.

IX. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests**.**

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

By:_____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Firm
By:_____
Signature of Owner

_____ _____
Witness **Printed Name of Individual**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____ _____
Witness **Printed Name of partner**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201--___, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By _____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by (Name), _____(Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, **LOI 26-B-350**. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice.

The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

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.

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.

If applicable, 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.

(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 City (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 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.

VII. COMPLIANCE WITH DAVIS-BACON ACT [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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 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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, 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.

(3) 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.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM

Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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, its 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) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. 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.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) 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—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

(2) 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/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, 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.

B. 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.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City 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 other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(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.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Contractor Name: Renovation X LLC d/b/a Tie and Beam Concrete

By: Carlos A Grullon (Oct 26, 2026 10:48:36 EDT)

Title: Owner/Manager

Date: Oct 26, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Renovation x LLC d/b/a Tie and Beam Concrete

Contractor Name

Carlos A Grullon

Name

Owner/Manager

Title

Carlos A Grullon (Oct 26, 2026 10:48:36 EDT)

Signature

10/26/2026

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, _Renovation X LLC d/b/a Tie & Beam Concrete, 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.

Renovation X LLC d/b/a Tie & Beam Concrete
Contractor Name

Carlos A Grullon (Oct 26, 2026 10:48:36 EDT)
Signature

Carlos A Grullon
Printed Name

Owner/Manager
Title

Oct 26, 2026
Date

LOI 26-B-350 Renovation X Agreement

Final Audit Report 2026-10-26

Created:	2026-10-23
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhBOLtKYE5nU-IFxJsfUfV8OFwpIIROka

"LOI 26-B-350 Renovation X Agreement" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
2026-10-23 - 2:37:31 PM GMT- IP address: 199.27.247.2

Document emailed to renovationxllc@outlook.com for signature
2026-10-23 - 2:42:42 PM GMT

Email viewed by renovationxllc@outlook.com
2026-10-23 - 3:32:03 PM GMT- IP address: 175.110.113.118

Signer renovationxllc@outlook.com entered name at signing as Carlos A Grullon
2026-10-26 - 2:48:34 PM GMT- IP address: 174.211.101.79

Document e-signed by Carlos A Grullon (renovationxllc@outlook.com)
Signature Date: 2026-10-26 - 2:48:36 PM GMT - Time Source: server- IP address: 174.211.101.79 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to swhitacre@coralsprings.gov for signature
2026-10-26 - 2:48:39 PM GMT

Email viewed by swhitacre@coralsprings.gov
2026-10-26 - 6:29:55 PM GMT- IP address: 152.39.225.136

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2026-10-26 - 7:09:00 PM GMT- IP address: 199.27.247.2

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2026-10-26 - 7:09:02 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-26 - 7:09:02 PM GMT

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND VPR CONSTRUCTION CORPORATION FOR GENERAL CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into the _____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

VPR CONSTRUCTION CORPORATION
a Florida profit corporation
4762 W. Commercial Boulevard
Tamarac, Florida 33319
(hereinafter "CONTRACTOR")

WHEREAS, on August 31, 2026, CITY issued Request for Letters of Interest No. 26-B-350 for General Contractor Services - Various Projects (hereinafter "LOI"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the LOI, the public notice and solicitation terms of which are attached hereto and incorporated herein as Exhibit "A" (solicitation pages 1 through 13); and

WHEREAS, the intent of CITY is to recommend multiple awards to the City Commission and establish an approved list of qualified contractors; and

WHEREAS, the recommended contractors will provide general contractor services for various projects at various locations throughout the City; and

WHEREAS, the Evaluation Committee recommends the inclusion of CONTRACTOR on CITY's approved list; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **PURPOSE**

2.01 CITY hereby retains CONTRACTOR to provide general contractor services for various small to medium-sized construction, renovation and repair projects on an as-needed basis at various locations throughout the City.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY'S standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that property shall be restored to its original condition.

SECTION 3. **SCOPE OF WORK**

3.01 Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Sections II and III of the LOI, as detailed in Exhibit "A". CONTRACTOR acknowledges that it is one of the contractors on CITY's approved list. CITY does not guarantee any minimum amount of work under this Agreement.

3.02 All work to be performed by CONTRACTOR must be authorized by CITY'S Project Manager or designee. Upon notification from CITY, CONTRACTOR shall provide a firm written proposal stating the proposed scope of work, the time frame for completion, and a price separately identifying the costs of materials and labor. Upon authorization of work by CITY'S Project Manager or designee, CONTRACTOR shall receive a purchase order prior to commencing any project. The purchase order shall incorporate the authorized scope of work for the project.

3.03 CONTRACTOR shall maintain a current General Contractor or Building Contractor license as required by the LOI, provide at a minimum a licensed building contractor on site at the scheduled times, furnish all necessary labor, materials and equipment, and obtain all required permits before commencing work. All work shall comply with applicable State, County and local codes and requirements.

3.04 CONTRACTOR shall provide CITY, on forms furnished by CITY, a one hundred percent (100%) Payment and Performance Bond when the dollar value of any individual project awarded under this Agreement exceeds One Hundred Thousand Dollars ($100,000.00).

3.05 Prior to commencing any project, CONTRACTOR shall meet with CITY'S Project Manager and any other party designated by CITY.

3.06 The use of subcontractors is permitted only with the prior written approval of the CITY Department or its designee. CONTRACTOR shall perform at least fifty percent (50%) of the work for each awarded project and shall remain wholly responsible for performance of the entire project, whether or not subcontractors are used.

3.07 FEDERAL REQUIRED CONTRACT PROVISIONS. The Federal Required Contract Provisions included in Solicitation No. 26-B-350 are attached hereto as Exhibit "B" and expressly incorporated into this Agreement. For each project funded, in whole or in part, with federal funds, CONTRACTOR shall comply with the applicable provisions of Exhibit "B" and all applicable federal laws, regulations, grant conditions, and funding requirements, including Title 2, Code of Federal Regulations, Part 200 and Appendix II to Part 200, as applicable. CONTRACTOR shall execute all required certifications, include applicable provisions in its subcontracts, and cooperate with CITY in executing any additional amendments or supplemental provisions necessary to maintain CITY'S eligibility for federal funding.

Notwithstanding Section 28, any mandatory federal requirement incorporated through Exhibit "B" shall control over a conflicting provision of this Agreement solely to the extent necessary to comply with that requirement. Except to that extent, Section 7 shall govern termination, and Exhibit "B" shall not limit CITY'S termination rights under this Agreement.

3.08 The insurance requirements in Section V of the LOI are expressly incorporated into this Agreement in addition to the requirements of Section 10.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 Should CITY request services from CONTRACTOR, compensation shall be based on the written price quote approved for that particular project and incorporated into CITY'S purchase order. Each quote shall include all fees and expenses, including travel and other direct expenses, and separately identify material and labor costs. The cost of any individual project shall not exceed Three Hundred Thousand Dollars ($300,000.00).

5.02 CONTRACTOR acknowledges and agrees that CITY reserves the right to solicit additional quotes on any work project estimated to cost Two Thousand Five Hundred Dollars ($2,500.00) or more.

5.03 CONTRACTOR shall submit invoices for completed work to CITY'S designated Project Manager or designee. CITY will pay invoices after final inspection and approval by CITY'S Project Manager or designee, approval by the using division supervisor, and final approval of all required building permit inspections.

5.04 CONTRACTOR shall provide copies of invoices for materials upon CITY'S request for audit purposes.

SECTION 6. TERM OF AGREEMENT

Subject to City Commission approval under Section 33, the term of this Agreement shall commence upon execution by both parties and continue for three (3) years, unless otherwise terminated pursuant to Section 7 of this Agreement. CITY retains one (1) renewal option for an additional three (3) year term, based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless

from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

a) Premises and Operations.
b) Independent Contractors.
c) Product and Completed Operations Liability.
d) Broad Form Property Damage.
e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED

WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the

performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must 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. CONTRACTOR 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 non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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

RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any

conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 29. FORCE MAJEURE AND APPROPRIATION

29.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

29.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 30. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 31. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: [DESIGNATE COPY RECIPIENT, IF REQUIRED]

CONTRACTOR: Trisha Ramsaywack
VPR CONSTRUCTION CORPORATION
4762 W. Commercial Boulevard
Tamarac, Florida 33319
Tel.: (305) 482-8867

SECTION 33. This Agreement shall become effective upon approval by the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and VPR CONSTRUCTION CORPORATION have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Oct 27, 2026 09:10:16 EDT)

SHERRY WHITACRE
Senior Deputy City Attorney

VPR CONSTRUCTION CORPORATION

By: Trisha P. Ramsaywack
Trisha P. Ramsaywack (Oct 26, 2026 17:41:46 EDT)

Title: President

Print Name: Trisha P Ramsaywack

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: August 31, 2026 **LOI NO. 26-B-350**

PUBLIC NOTICE
REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Letters of Interest (L.O.I.), at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, (954) 344-1100, for furnishing the services described below:

GENERAL CONTRACTOR SERVICES – VARIOUS PROJECTS

L.O.I.'s must be received and time stamped by the Purchasing Manager, electronically, by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 16, 2026. A public opening will take place at or after 2:15 p.m. in the Sawgrass Conference Room located on 1st floor of City Hall on the same date. Any L.O.I.'s received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a L.O.I. is received will be resolved against the Proposer. Electronic LOI Submittals will be accepted through www.opengov.com. Physically delivered LOI submittals will also be accepted.

Any questions you may have regarding this project can be submitted through the "Question and Answer" tab for the specific project, on the City's E-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be **Friday September 7, 2026, at 5:00p.m**. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.'s, to waive any or all informalities or irregularities in any L.O.I.'s received, to re-advertise for L.O.I.'s, to award in whole or in part to one or more Proposer's or take any other such actions that may be deemed to be in the best interests of the CITY.

Leonardo Bermudez
Assistant Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms to submit qualifications statements, and other information relative to various repair, renovation, and construction projects for the City. Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either electronic utilizing www.Opengov.com or physically delivered by enclosing the Qualifications Form response in a sealed envelope along with the associated forms. The outside of the envelope shall positively identify the Proposer, and the name of the proposal.

After review of all submissions, the evaluation committee will select a maximum of no more than six (6) firms. In determining whether a firm is qualified, the City shall consider such factors as the firm's qualification and experience; Resources and availability; Experience with Government Entities; Experience with construction and renovation field; Experience with Construction in a municipal setting (Permit experience), References and past performance of each firm preferably with the City. After firms are selected those firms will be required to sign a contract for general contracting services. A recommendation of award of the selected contractors will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in Letters of Interest received.

II. SCOPE OF SERVICES

The City of Coral Springs is interested in obtaining proposals from licensed contractors to complete various small to medium-sized construction projects on an as needed basis at various locations throughout the City. There is no guarantee as to the actual amount of work given to any Contractor.

The primary purpose of this LOI is to establish a list of approved contractors that are qualified to complete various small to medium construction projects for the City. The department in need of such services will contact the approved contractors and provide them with a detailed scope of services for the project. The contractors will visit the project site if needed to view and better understand the work to be completed. A written proposal will be prepared by the contractors and sent to the requesting department that will then evaluate received proposals to determine if the price and time given to complete the project is fair and reasonable. Contractors on the approved list will not be required to submit a written proposal for every City project. Failure to provide proposals to three consecutive requests will result in not being considered for future projects.

The initial term of the contract for these services will be for three (3) years, renewable for one (1) additional three (3) year time periods.

Some projects may be federally funded, the selected contractors shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations

(CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected contractors shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. REQUIREMENTS

- Contractor must have one of the following licenses:
  - Current General Contractor or Building Contractor License listed in Florida Statute 489-105

- Contractor shall provide at a minimum a licensed building contractor on site ready to perform the required work at the scheduled times established with the City Department's Project Coordinator.

- Contractor will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements. The contractor will be responsible for obtaining any required permits. City can provide engineering drawings on selected projects when necessary.

- **The use of sub-contractors is allowed. The Prime Contractor must perform at least 50% of the work for any given project that they are awarded. The prime-contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the CITY Department or their designee before any subcontractor is used.**

- Contractor must be experienced, knowledgeable, and skilled in both commercial and residential type new construction, installations, additions, alterations, repairs, renovations and demolition of the following nature, but not limited to:

  - Exterior and interior building renovations and repairs

  - Repairs to various other City structures

  - Interior Renovations
    - Interior demolition
    - Framing work
    - General carpentry work
    - Drywall installation
    - Interior painting
    - Door, doorframe, door trim, and hardware installation
    - Flooring installation (all types)
    - Installation of ceiling grid and ceiling tiles
    - Metal & Sheetmetal Fabrication
    - Sign Panels

- Exterior Renovations
  - Demolition work
  - Vertical construction such as concrete/masonry walls
  - Roofing Repairs & Replacement (including Truss Improvements)
  - Stucco work – new and repair
  - Exterior painting, sealing, coating & waterproofing
  - Metal & Sheetmetal fabrication
  - Asphalt/Asphalt Striping (Pathways & Sidewalks)
  - Concrete/Concrete Striping, pathways, sidewalks, curbing etc.
  - Monument Signs, Signposts & panels
  - Catch basin repairs
  - Concrete repairs including sidewalk, curbing, valley gutter and pad installation

- All work projects will require a firm written quote given to the City Department's Project Coordinator prior to work start-up. The quote must be broken down into two (2) segments: cost for materials, and cost for labor.
- Contractor will provide copies of invoices for materials upon request by the City for audit purposes.
- Contractor must provide all necessary labor, materials, equipment, etc., required to properly complete to code the various projects required by the City.
- City reserves the right to solicit additional quotes on any work project estimated at $2,500 or more.
- City does not guarantee any minimum amount of work to be completed under this contract. Work will vary depending on the amount of work projects required by the various City Departments.
- Invoices submitted by contractor for work completed will be paid after final inspection by City Department's project coordinator and approval by using division supervisor.
- Work projects to be completed under this contract will be small to medium in scope. Most projects will take a few days to a few weeks to complete and individual project costs will vary from under a thousand dollars not to exceed Three Hundred Thousand Dollars.
- Contractor must sign the agreement prior to contract award (sample attached).
  - Projects that exceeds One Hundred Thousand Dollars will require bonding.

IV. L.O.I. SUBMISSION REQUIREMENTS

1. **Firm Qualifications**

Attached to this LOI is a Qualifications Statement, which all responding firms must complete in full. Failure to complete this form may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

Offerors shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in completion of similar work will be directly beneficial to the City in the completion of this program.

Offerors shall identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Offeror's should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

Because of the many different types of construction trades and dollar amount of small to medium construction, repair, and renovation projects that will be completed during the term of this contract, it is not required to submit any pricing at this time. Each project will be quoted as needed.

Additional information to be provided with LOI submittal:

1. Complete profile of the company;
2. Size of past jobs and clients;
3. Copies of City, county and state professional and occupational licenses;
4. At least 3 years' experience in the selected category
5. Proof of proper insurance.
6. Credible references where you were the primary contractor on previous jobs. References as a subcontractor will not be accepted;
7. Any prior experience working within government programs is preferable.

5. Proposal Copies

If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive) of the entire Request for Proposal should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. Electronic submission of proposals will be accepted through https://procurement.opengov.com/portal/coralsprings.

3. ADDENDUM

A formal solicitation may require an Addendum to be issued. An Addendum, if needed, will be issued prior to the opening of solicitations. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at https://procurement.opengov.com/portal/coralsprings

Bidders are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

25. INTERPRETATIONS AND QUESTIONS

If the Bidder is in doubt as to the meaning of any of the Solicitation Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect

omissions, or has any question concerning the conditions and specifications, the Bidder shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the **"Question & Answer"** tab, for the specific project, on the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the **"Question Due Date"** stated in the solicitation. Questions received after the **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
B. E-mail:support@opengov.com
C. Phone: 1 (605) 336-7167
D. https://opengov.my.site.com/support/s/contactsupport

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

All responses will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Commission for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the City.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single respondent, the Evaluation Committee will evaluate to determine if the sole respondent is in the best interest of the City. The Evaluation Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.

EVALUATION CRITERIA

- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Experience with Scopes

- Experience with Construction in Municipal setting (Permit Experience)
- Client References and Past Performance

The criteria guides the Evaluation Committee during the short-listing and final ranking of Offerors by establishing a general framework for those deliberations.

1. Short-listed proposals may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

2. If presentations/interviews are requested, the City will utilize Best Value Scoring in evaluating the Proposer's response. the Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The Proposer with the lowest combined score will be deemed the highest ranked proposer.

2. The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission

V. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.** INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VI. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in

consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the performance of the operations or services under the Contract.

PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VII. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VIII. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposers that agree to provide the required services at compensation which the City determines is fair, reasonable and competitive.

IX. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests**.**

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202___.

By:_____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202_, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Firm
By:_____
Signature of Owner

_____ _____
Witness **Printed Name of Individual**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____day of , 202__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____ _____
Witness **Printed Name of partner**

_____ _____
Witness **Business Address**

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201--___, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 202__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By:_____
Signature of President or other authorized officer

(CORPORATE SEAL)

_____
Printed Name of President or other authorized officer

ATTEST:

_____
Address of Corporation

By _____
Secretary

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202___, by (Name), _____(Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FEDERAL REQUIRED CONTRACT PROVISIONS

For purposes of this Addendum, the terms "Contractor" or "contractor" refer to the vendor that is a party to the attached contract or Purchase Order, **LOI 26-B-350**. The term "City" refers to the City of Coral Springs, Florida. The terms "Contract" and "Agreement," whether or not capitalized, mean the attached contract or Purchase Order as executed between, or issued and accepted by, respectively, Contractor and the City of which this Addendum is a part.

NOW, THEREFORE in consideration of the promises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree the following provisions are hereby incorporated into the Contract:

I. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, the City shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply, as applicable: (1) all bonds shall remain fully in force to insure the City's ability to construct the project for the Contract amount; (2) the City shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original bid; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by the City in completion of the project, in addition to liquidated damages, construction costs, such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

II. TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

A. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the City shall provide the Contractor ten days' written notice of such termination or lack of funds;

B. Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by the City. Termination, in whole or in part under this Section may be made at the City's option and without prejudice to any other remedy to which the City may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice.

The City shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the City's sole discretion and with written notice by the City, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. The City will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by the City. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the City's right to terminate this Contract under any other provisions herein.

C. The Contractor's improper, misuse or inept performance of services under this Contract;

D. The Contractor's failure to comply with the terms and provisions of this Contract;

E. The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

F. In the City's sole discretion, if termination is necessary to protect the health and safety of residents;

G. If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

H. The Contractor's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

In the event of termination, the City may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due the City in completing the Project and for

reimbursement of damages incurred. The City may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by the City to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City's Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the City makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

III. CHANGES

Any changes to the scope of work, price, or schedule shall be made in writing and signed by an authorized representative of each party.

IV. REMEDIES

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the City may in its sole discretion:

(i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT [APPLICABLE IF THE CONTRACT INVOLVES MECHANICS OR LABORERS; CONTRACTOR SHALL COMPLY WITH 40 U.S.C. §

3702 AND 40 U.S.C. § 3704, AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS]

(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 (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 (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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

VI. EQUAL EMPLOYMENT OPPORTUNITY [APPLICABLE IF THE CONTRACT IS FOR A FEDERALLY ASSISTED CONSTRUCTION CONTRACT AS DEFINED HEREIN]

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.

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.

If applicable, 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.

(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 City (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 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.

VII. COMPLIANCE WITH DAVIS-BACON ACT [WHERE APPLICABLE, REQUIRED FOR ALL PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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 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.

(2) 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.

(3) Additionally, contractors are required to pay wages not less than once a week.

VIII. COPELAND "ANTI-KICKBACK" ACT [WHERE APPLICABLE, REQUIRED FOR ALL CONTRACTS FOR CONSTRUCTION OR REPAIR WORK ABOVE $2,000 IN SITUATIONS WHERE THE DAVIS-BACON ACT ALSO APPLIES; NOT APPLICABLE TO THE FEMA PUBLIC ASSISTANCE PROGRAM]

(1) 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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA, or other applicable federal agency, 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.

(3) 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.

IX. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT [APPLICABLE IF THE CONTRACT IS IN EXCESS OF $150,000]

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

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 City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, the Federal Emergency Management Agency, or other applicable federal 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 or other applicable federal agency.

X. SUSPENSION AND DEBARMENT

Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM

Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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, its 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) (3) A signed certification regarding debarment, suspension, and other responsibility matters is attached hereto as Exhibit A. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XI. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Exhibit B. 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.

XII. PROCUREMENT OF RECOVERED MATERIALS

(1) 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—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

(2) 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/comprehensiveprocurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XIII. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, or other applicable federal agency, 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.

B. 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.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives, or other applicable federal agency, access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with the Disaster Recovery Act of 2018, the City 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 other applicable federal agency, or the Comptroller General of the United States.

XIV. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or other applicable federal agency pre-approval.

XV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XVI. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, the Contractor, or any other party pertaining to any matter resulting from the Contract.

XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

XVIII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. A list of labor surplus areas is available from the Department of Labor at https://www.doleta.gov/programs/lsa.cfm. Affirmative steps must include:

(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.

City of Coral Springs, Florida

By: _____

Title: _____

Date: _____

Contractor Name: **VPR CONSTRUCTION CORPORATION**

By: Trisha P. Ramsaywack
Trisha P. Ramsaywack (Oct 26, 2026 17:41:46 EDT)

Title: Trisha P Ramsaywack

Date: Oct 26, 2026

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded

from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

VPR Construction Corporation
Contractor Name

Trisha P Ramsaywack
Name

President
Title

Trisha P. Ramsaywack
Trisha P. Ramsaywack (Oct 26, 2026 17:41:46 EDT)
Signature

Oct 26, 2026
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(to be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, 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 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, **VPR Construction 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.

VPR Construction Corporation

Contractor Name

Trisha P. Ramsaywack

Trisha P. Ramsaywack (Oct 26, 2026 17:41:46 EDT)

Signature

Trisha P Ramsaywack

Printed Name

President

Title

10/26/2026

Date

LOI 26-B-350 VPR Const Agreement

Final Audit Report 2026-10-27

Created:	2026-10-26
By:	Leonardo Bermudez (lbermudez@coralsprings.gov)
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"LOI 26-B-350 VPR Const Agreement" History

Document created by Leonardo Bermudez (lbermudez@coralsprings.gov)
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Document emailed to trisha@vprconstructioncorp.com for signature
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Signer trisha@vprconstructioncorp.com entered name at signing as Trisha P. Ramsaywack
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Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
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Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
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Agreement completed.
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Summary Sheet

Agenda Item: 19.

Meeting Date: November 5, 2026

Subject:
Construction Manager at Risk (CMAR) for Membrane Water Treatment Plant (Chad Maraj)

Requested Action:
Request to award LOI #26-A-288 Construction Manager at Risk (CMAR) for Membrane Water Treatment Plant to **Wharton-Smith, Inc.** of Sanford, Florida in the amount of $901,347 for Pre-Constructions Services. Guaranteed Maximum Pricing (GMP) for Construction Services will be provided by the contractor at a future date for approval by the City Commission; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority.
Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source:
Approved Capital Budget

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - Proposer List and Evaluation Committee
#2 - Agreement with Wharton-Smith, Inc.

Background / Description:
The City requires the professional services of a qualified and experienced construction firm to provide Pre-Construction and Construction services for a new Membrane Water Treatment Plant. This new facility shall replace the existing lime softening plant. The awarded vendor is to work alongside our Engineer on Record Hazen and Sawyer, P.C. to provide value engineering, cost estimates, and permitting services to reach final construction documents. Once the construction documents are finalized, the vendor will provide the City with their Guaranteed Maximum Pricing to construct the Membrane Water Treatment Plant.

A scope of services was prepared and included within the Letter of Interest that was solicited to procure the needed services. The Letter of Interest was solicited on July 30, 2026 and a public opening was held on September 16, 2026 at 2:00 p.m. A total of three (3) proposals were received from the following firms:

- Kiewit Water Facilities Florida Co.
- OHLA USA, Inc.
- Wharton-Smith, Inc.

The Evaluation Committee met on September 24, 2026 to discuss the received proposals and to set a date to conduct the interview process with all three (3) firms.

Presentations were conducted on October 2, 2026. Afterwards, a post presentation discussion and final voting was held. The Evaluation Committee selected to move forward with Wharton-Smith, Inc.

Wharton-Smith, Inc. has extensive experience constructing Membrane Water Treatment Plants for municipalities throughout the State of Florida. The firm has a proven track record of successfully delivering and placing newly constructed water treatment facilities into service while carefully coordinating the transition from existing treatment operations. This experience includes properly phasing construction and implementation, maintaining operational continuity, and proactively identifying and mitigating potential issues that may arise during the transition.

The Evaluation Committee and the Purchasing Division staff recommend awarding LOI #26-A-288 for Construction Manager at Risk for Membrane Water Treatment Plant to Wharton-Smith, Inc. of Sanford, Florida in the amount of $901,347. Guaranteed Maximum Pricing (GMP) for Construction Services will be provided by the contractor at a future date for approval by the City Commission. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority.

Presenting:
Chad Maraj

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Construction Manager at Risk for Membrane Water Treatment Plant (Chad Maraj)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award LOI #26-A-288 Construction Manager at Risk (CMAR) for Membrane Water Treatment Plant to **Wharton-Smith, Inc.** of Sanford, Florida in the amount of $901,347 for Pre-Constructions Services. Guaranteed Maximum Pricing (GMP) for Construction Services will be provided by the contractor at a future date for approval by the City Commission. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority.
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(REQUEST TO AWARD, AUTHORIZE)

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#2 – Agreement with Wharton-Smith, Inc.

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The City requires the professional services of a qualified and experienced construction firm to provide Pre-Construction and Construction services for a new Membrane Water Treatment Plant. This new facility shall replace the existing lime softening plant. The awarded vendor is to work alongside our Engineer on Record Hazen and Sawyer, P.C. to provide value engineering, cost estimates, and permitting services to reach final construction documents. Once the construction documents are finalized, the vendor will provide the City with their Guaranteed Maximum Pricing to construct the Membrane Water Treatment Plant.

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City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: November 5, 2026

Subject: Construction Manager at Risk (CMAR) for Membrane Water Treatment Plant

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PROPOSERS
LOI #26-A-288
CONSTRUCTION MANAGER AT RISK (CMAR) FOR MEMBRANE WATER TREATMENT PLANT

Kiewit Water Facilities Florida Co. 5405 Cypress Center Drive, Suite 210 Tampa, FL 33609 Contact: Matthew Allen Phone: (720) 218-4048 Email: matthew.allen@kiewit.com	**Wharton-Smith, Inc.** 750 Monroe Road Sanford, FL 32771 Contact: Sarah Hohman Phone: (407) 321-8410 Email: marketingoverall@whartonsmith.com
OHLA USA, Inc. 9675 NW 117th Ave., Suite 108 Miami, FL 33178 Contact: Tina Marie Pereira Phone: (305) 796-9735 Email: tina@cacorp.net	

Evaluation Committee Members

Voting Members:

1) Juan Robby, Assistant Director of Public Works - Utilities
2) Alvan Jones, Water Plant Superintendent
3) Carpelo Jeobaum, Assistant Building Official
4) Glauber Ribeiro – Assistant Director of Information Technology
5) Dorian Johnson, Senior Civil Engineer

Non-Voting Technical Advisors:

1) Najla Zerrouki, Assistant Director of Public Works – Engineering Division
2) Michael Page, Utilities Maintenance Specialist
3) Ryan Decle, Civil Engineer
4) Alvaro Coral Piedrahita, Public Works Admin
5) Chad Maraj, Director of Public Works
6) Andrea Lemaitre, Sustainability Manager

CONTRACT BY AND BETWEEN THE CITY OF CORAL SPRINGS AND WHARTON-SMITH, INC. FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR MEMBRANE WATER TREATMENT PLANT, PHASE I - PRECONSTRUCTION SERVICES

THIS AGREEMENT, is made and entered into this _____day of _____, 20__ by and between:

THE CITY OF CORAL SPRINGS
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY)

and

WHARTON-SMITH, INC.
A Florida Profit Corporation
750 Monroe Road
Sanford, Florida 32771
(hereinafter referred to as " CONTRACTOR ")

WHEREAS, the City of Coral Springs (CITY) desires to construct the Membrane Water Treatment Plant; and

WHEREAS, it is the best interests of the CITY to obtain professional construction manager at risk (CMAR) services in order to ensure quality, timely and valued construction from a Construction Manager (CM); and

WHEREAS, the CITY issued Request for Letters of Interest (LOI #26-A-288) on July 30, 2026, for Construction Manager at Risk for the Construction of the Membrane Water Treatment Plant; and

WHEREAS, the CITY, through a Request for Letter of Interest (LOI), has competitively selected the Construction Manager; and

WHEREAS, the selected firm will provide preconstruction services and professional construction management services for the Membrane Water Treatment Plant project as directed by the CITY; and

WHEREAS, CITY and CONTRACTOR are desirous of entering into an agreement for Phase 1 – Preconstruction Services ("Contract").

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 The CONTRACTOR shall furnish professional Construction Manager at Risk Services (Pre-Construction – Phase I) for the project described below and Scope of Services shown in Exhibit A attached hereto, upon issuance of CONTRACTOR's Notice to Proceed by the CITY.

1.2 CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all services described in Exhibit A, including the proposal of a Guaranteed Maximum Price (GMP), for the Project known as the Membrane Water Treatment Plant.

1.3 Notwithstanding any provision to the contrary, CONTRACTOR is not a licensed design professional and is not responsible for providing architectural, engineering, or other licensed design services. CONTRACTOR shall have no responsibility for determining whether documents prepared by or on behalf of CITY satisfy any applicable professional standard of care.

ARTICLE 2

DEFINITIONS

2.1 CITY: City of Coral Springs, Florida, (CITY) its successors and assigns.

2.2 CHANGE ORDER: A written document ordering a change in the Contract Price or Contract Time or a material change or unforeseen conditions in the Work as determined by the PROJECT MANAGER.

2.3 CONTINGENCY: An established sum included in the Guaranteed Maximum Price (GMP) for the purpose of defraying actual expenses that may arise due to unforeseen circumstances of the Project.

2.4 CONTRACT DOCUMENTS: The Project Document (including this Contract and its Exhibits, attachments and Forms), drawings and specifications, the Request For Letters of Interest and CONTRACTOR's response thereto (as negotiated and accepted by the CITY), any Addenda to the Project Document, the record of the contract award by the CITY, this Contract, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Contract are the documents which are collectively referred to as the Contract Documents.

2.5 CONTRACT PRICE: The amount established in the Agreement as compensation for Phase I – Pre-Construction Services.

2.6 CONTRACT: This Pre-Construction - Phase I Agreement.

2.7 CONTRACTOR: An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into the contract with the Owner for construction of public facilities and incidents thereto. The contractor for this project is Wharton-Smith, Inc., subject to the completion of Phase I and the acceptance of the Guaranteed Maximum Price by CITY.

2.8 DIRECTOR: The representative of the CITY having the authority and responsibility for management of the specific projects authorized under this Contract is the Public Works Director.

2.9 GUARANTEED MAXIMUM PRICE (GMP) CONSTRUCTION CONTRACT: The method of construction contracting whereby the CONTRACTOR provides design phase consulting services (pre-construction services/Phase I) and management responsibility for the project (general conditions/Phase II). The fee is a dollar amount negotiated for profit, overhead and off-site general and administrative costs. All subcontracts are generally awarded by the CONTRACTOR based on competitive bids received in response to invitations to bid issued by the CONTRACTOR. The total price paid to the CONTRACTOR is either a fee plus costs, or the Guaranteed Maximum Price (GMP), whichever is less. Contingency as defined in Section 2.3 is included in GMP.

2.10 NOTICE TO PROCEED: One or more written notices to CONTRACTOR authorizing the commencement of Work.

2.11 PLANS AND/OR DRAWINGS: The official graphic representations of this construction project which are a part of the Contract Documents.

2.12 PRICING DOCUMENTS: The set of documents upon which the GMP contract is negotiated is comprised of the following: (i) the CITY approved Contract Documents, (ii) the Estimated CONTRACTOR's Direct Construction Cost, (iii) the CONTRACTOR's General Condition Items, (iv) schedules developed by the CONTRACTOR and approved by the PROJECT MANAGER, and any other documents or exhibits utilized to derive the GMP.

2.13 PROJECT: Membrane Water Treatment Plant comprising public facilities, as contemplated and budgeted by the CITY, including the work described herein.

2.14 PROJECT DOCUMENT: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

2.15 PROJECT MANAGER: Public Works Director Chad Maraj is designated as PROJECT MANAGER, concerning the Contract Documents.

2.16 PROJECT REPRESENTATIVE: An authorized representative of CONTRACTOR on the Project.

2.17 SUBCONTRACTOR: A person, firm or corporation having a direct contract with

the CONTRACTOR including one who furnishes material worked to a special design according to the Project Document for this work, but does not include a person, firm or corporation merely furnishing material not so worked.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 The term of this Contract shall begin on the date it is fully executed by both parties and shall end on the date of commencement of the term of the Contract between the CITY and the CONTRACTOR for pre-construction services for the Membrane Water Treatment Plant or, no later than, November 4, 2027, unless terminated in accordance with Article 8. The CITY's Purchasing Manager shall have the authority to extend the term of this Contract for a period of time only when such extension of time is necessitated by the CITY's PROJECT MANAGER for the Project, including where a set of plans which can be permitted is not provided in sufficient time to allow completion by November 4, 2027. Any such extension shall be approved in writing by the Purchasing Manager.

3.2 All duties, obligations, and responsibilities of CONTRACTOR required by this Contract shall be completed no later than November 4, 2027. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

3.3 At or before the above referenced completion date for this Contract the CONTRACTOR, following completion of cost estimating, value engineering and other services set forth in Article 4 will tender to the CITY a written Guaranteed Maximum Price (GMP) for final completion of this project. The CITY, by and through CITY's designated personnel, will have the opportunity to negotiate the amount of the GMP with the CONTRACTOR. In the event a GMP which is satisfactory to CITY, in its reasonable discretion, is not agreed upon in writing, the CITY reserves the right to terminate this Contract for convenience and the CONTRACTOR will immediately tender all documents, in accordance with the applicable provisions of this Contract. The CONTRACTOR shall have the rights to payment provided in Section 8.3 and the CITY shall take such documents, as defined, in 9.1 herein. Conditions precedent to a Phase II contract for this project are the satisfactory final completion of Phase I and an agreed upon GMP. If a GMP is agreed to by the CONTRACTOR and designated CITY personnel, a separate agreement will be submitted to the CITY for approval.

3.4 CONTRACTOR acknowledges that the project may be divided into multiple phases which may require separate GMP.

ARTICLE 4

COMPENSATION

4.1 COMPENSATION

4.1.1 Subject to the method of payment established herein, CITY agrees to pay CONTRACTOR, in the manner specified in Section 4.2, the total maximum Lump Sum Compensation in the amount of $901,347.00 for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. Subject to mutually executed modifications to this Contract and the terms outlined herein, it is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to the Scope of Services set forth in Exhibit A attached hereto and in this Contract. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

4.1.2 The Lump Sum Compensation in the maximum amount of $901,347.00 shall be paid in accordance with the amounts set forth therein as follows:

Project Phases	Fee
Pre-Construction Progress Meetings	$ 214,573
Scheduling	$ 36,668
Constructability Review	$ 141,580
Cost Estimating	$ 145,605
Value Engineering	$ 24,314
Cost to Produce Guaranteed Maximum Price (GMP)	$ 179,866
Prequalification of Subcontractors	$ 9,576
Allowances	$ 75,000
Subtotal	$ 827,182
Fee (8.75%)	$ 65,816
Insurance (1.11%)	$ 8,349
Total	$901,347

4.1.3 It is understood that the method of compensation is that of Lump Sum which means that CONTRACTOR shall perform all services set forth in Exhibit A, and in this Contract, for the total compensation in the Lump Sum amount; provided, however, that method of compensation for the services described in Section 4.1.1.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, per the lump sum schedule of values outlined in Article 4.1.2 of the Contract. For all other work under this Contract, CONTRACTOR will bill by percent (%) of services complete of each line item. Such invoices shall include the phase of the services for which invoice is submitted along with a detail of the task or services performed for that phase. An original invoice plus one copy are due within fifteen (15) days of the end of the month, except the final invoice which must be received no later than

sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and be submitted to the PROJECT MANAGER.

4.2.2 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by PROJECT MANAGER. Payment may be withheld in a reasonable amount necessary to protect CITY from the failure of CONTRACTOR to comply with a term, condition, or requirement of this Contract.

4.3 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, a reasonable amount out of payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied, or resolved in a manner satisfactory to the PROJECT MANAGER, and/or due to CONTRACTOR's failure to comply with Section 9.1 herein. The amount withheld shall not be subject to payment of interest by CITY.

4.4 Payment shall be made to CONTRACTOR at:

Wharton-Smith, Inc.
750 Monroe Road
Sanford, Florida 32771

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.17 herein.

ARTICLE 6

INDEMNIFICATION

6.1 General Indemnification: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless OWNER, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease;

(b) injury to or destruction of tangible personal property, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees; (g) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.2 Patent and Copyright Indemnification: To the extent permitted by applicable law, the CONTRACTOR agrees to indemnify, save and hold harmless OWNER, its officers, agents and employees, from all such claims and fees, and from any and all sites and actions of every name and description that may be brought against OWNER, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of OWNER when applicable.

6.4 OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR subject to the terms of this Article 6. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive OWNER'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section 6.

ARTICLE 7

INSURANCE

7.1 Prior to Award and in any event prior to commencing work, the CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required.

7.2 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and at least one (1) year beyond Certificate of Occupancy a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. The Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage.

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements, in accordance with solicitation documents:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability, in accordance with solicitation documents:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 6.

(4) Professional Liability Insurance in an amount not less than $1,000,000 per occurrence.

(5) Umbrella/Excess Liability: The CONTRACTOR shall provide umbrella/excess coverage with limits of no less than $5,000,000 per occurrence and in the aggregate, excess of Commercial General Liability, Automobile Liability, and Employer's Liability.

(6) **Builder's Risk Insurance** is not required for, and shall not apply to, the services or scope of work performed under this Phase I – Preconstruction Services Contract. Following City approval of the GMP, and before issuance of a Notice to Proceed for Phase II construction or

commencement of construction work, Contractor shall obtain and maintain Builder's Risk Insurance meeting the requirements of the Phase II – Construction Services Agreement, and shall provide evidence of that coverage to the City. Performance of Phase I preconstruction services alone does not trigger a Builder's Risk Insurance requirement.

7.3 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

7.4 These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimum requirements established by the City's Risk Manager. The City reserves the right to require any other insurance coverages that the City deems necessary depending upon the risk of loss and exposure to liability.

7.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.6 The Contractor shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and the Contractor shall provide verification thereof to the City upon request of the City.

7.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

7.8 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance.

7.9 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the City is named as an additional named insured shall not apply to the City. The City shall provide written notice of occurrence within fifteen (15) working days of the City's actual notice of such an event.

7.10 The Contractor shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

7.11 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the City, at its sole discretion, may cancel the Agreement and all rights, title and interest of the Contractor shall thereupon cease and terminate.

ARTICLE 8

TERMINATION

8.1 This Contract may be terminated for cause by action of the CITY or by CONTRACTOR if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach, or for convenience by action of CITY, without any cause, upon not less than ten (10) days' written notice by CITY's Purchasing Manager.

8.2 Termination of this Contract for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement notwithstanding whether any such breach was previously waived or cured.

8.3 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Contract is terminated; however, upon being notified of CITY's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY's right to terminate this Contract for convenience.

8.4 In the event this Contract is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 9.1 herein.

ARTICLE 9

MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY and CITY. In the event of termination of this Contract, any reports, photographs, surveys, estimates, schedules, drawings, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the PROJECT MANAGER within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as

provided herein. This shall apply to all documents produced in any phase of the work, regardless of whether a subsequent phase is undertaken with CONTRACTOR.

9.2 RECORDS AND AUDIT

City reserves the right to audit the records of Contractor relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor shall agree to submit to an audit by an independent certified public accountant selected by City. Contractor shall allow City to inspect, examine and review the records of Contractor at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOT CMC, CITY CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV TELEPHONE NUMBER (954) 344-1067.

Contractor understands, acknowledges and agrees that Contractor shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by City to perform the service.

(2) Upon request from City's custodian of public records, provide 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 or City policy.

(3) 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 contract term and following completion of the contract if Contractor does not transfer the records to City.

(4) Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a City's contract for services must be made directly to City. If City does not possess the requested records, City shall immediately notify Contractor of the request, and Contractor must provide the records to City or allow the records to be inspected or copied within a reasonable amount of time.

(b) If Contractor does not comply with City's request for records, City shall enforce the contract provisions in accordance with the contract.

(c) Any Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against Contractor to compel production of public records relating to a City's contract for services, the court shall assess an award against Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Contractor has not complied with the request, to City and to Contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to City's custodian of public records and to Contractor at Contractor's address listed on its contract with City or to Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

9.3 NONDISCRIMINATION

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

9.4 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statues), which essentially provides that a person or affiliate

who is a contractor, Contractor or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with CITY, and may not transact any business with CITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition, to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime 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 and regardless of whether CONTRACTOR has been placed on the convicted vendor list.

9.5 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither contractor nor its agents shall act as officers, employees, or agents of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture. The CITY is not responsible for any debt, default, act or omission of the Contractor.

9.6 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

9.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified or registered United States mail, postage prepaid, return receipt requested, email, or other traceable delivery service or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY OF CORAL SPRINGS:

Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel. 954-344-1101
Email:mmachuca@coralsprings.gov

FOR CONTRACTOR:

Jeff Wiley, Director of Operations
Wharton-Smith, Inc.
750 Monroe Road
Sanford, Florida 32771
Tel: 561-748-5956
Email: jwiley@whartonsmith.com

9.8 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required of it by this Contract without written consent of the Purchasing Manager.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the local and national standards.

9.9 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Contract without liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.10 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR 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.

9.11 MATERIALITY AND WAIVER OF BREACH

CITY AND CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deem a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

9.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

9.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.14 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of

any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given effect; provided, however, that Exhibit A shall prevail over this Contract to the extent of any conflict or inconsistency. Notwithstanding the foregoing, any written amendment or modification to this Contract executed by both parties shall prevail over this Contract, including Exhibit A and all other exhibits and incorporated documents, to the extent of any conflict or inconsistency.

9.16 APPLICABLE LAW AND VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation or any proceedings concerning this Contract shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida.

9.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

9.18 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.17 above.

9.19 DRUG-FREE WORKPLACE

It is a requirement of CITY that it enter into contracts only with firms that certify the establishment of a drug free work place. Execution of this Contract by CONTRACTOR shall serve, as CONTRACTOR's required certification that it either has or that it will establish a drug free work place.

9.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the parties. The attached Exhibit A is incorporated into and made a part of this Contract.

9.21 COUNTERPARTS

This contract may be executed in two (2) or more copies by all parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.22 FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission

9.23 E-VERIFY

In accordance with Section 448.095, Florida Statutes, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), Florida Statutes.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), Florida Statutes. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly

violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

9.24 SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is 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, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

ARTICLE 10

SUBCONTRACTORS AND PURCHASE ORDERS

10.1 Unless waived in writing, for good cause, by the PROJECT MANAGER, the CONTRACTOR must obtain competitive pricing and subcontract, in compliance with the requirements of this Article 10, for One Hundred Percent (100%) of the CONTRACTOR's Direct Construction Cost required under this Contract. Subcontracts and purchase orders, involving amounts not in excess of Ten Thousand Dollars ($10,000) may be awarded without the prior approval of the CITY. All other subcontracts and purchase orders shall be awarded according to the following procedure:

The CONTRACTOR shall prepare for CONTRACTOR'S and PROJECT MANAGER'S review a list of subcontractors and suppliers for each bid who meet the CONTRACTOR'S schedule of minimum requirements. The CONTRACTOR shall obtain bids from a minimum of three (3) such subcontractors for each subcontract, when available. After receiving such bids, the CONTRACTOR shall analyze them and advise the PROJECT MANAGER of the subcontractors chosen for the work. Should the CONTRACTOR enter into a subcontract, the CONTRACTOR shall contract solely in its own name and behalf, and not in the name or behalf of the CITY, with the specified subcontractor or supplier. The subcontract shall provide that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Contract and the other Contract Documents; that the subcontractor shall be bound to the CONTRACTOR, to the same extent as the CONTRACTOR is bound to the CITY, to name the CITY and CITY as additional insured on its comprehensive general liability insurance; that the subcontractor shall provide an insurance certificate evidencing the same; that the CONTRACTOR shall have the right to terminate the subcontract in the same manner and by the same method as provided for termination of this Contract by the CITY, or as otherwise provided in the subcontract, whichever is more protective of the CITY'S interest; and that, in the event this Contract is terminated for any reason, the subcontractor shall, at the CITY'S option, perform its subcontract for the CITY, or for a CONTRACTOR designated by the CITY, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. Nothing contained herein shall impose on the CITY an obligation to assume any subcontract or make any payments to any subcontractor to perform, and nothing contained herein shall create any contractual relationship between the CITY and any subcontractor.

The City reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the City. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the City until items are installed, and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and Wharton-Smith, Inc. have executed this Agreement the day and year first above written.

ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Nov 2, 2026 07:07:20 EST)

Sherry L. Whitacre, Senior Deputy City Attorney

WHARTON-SMITH, INC.

By: Gregory Williams
Gregory Williams (Nov 1, 2026 14:00:31 EST)



Detail by Entity Name

Florida Profit Corporation
WHARTON-SMITH, INC.

Filing Information

Document Number	G94383
FEI/EIN Number	59-2392802
Date Filed	04/03/1984
Effective Date	04/02/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/31/2026
Event Effective Date	NONE

Principal Address

750 MONROE RD
SANFORD, FL 32771

Changed: 04/25/2006

Mailing Address

750 Monroe Road
Sanford, FL 32771

Changed: 01/02/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 10/07/2019

Address Changed: 10/07/2019

Officer/Director Detail

Name & Address

Title President, CEO, Treasurer

SMITH, TIMOTHY S
750 MONROE RD
SANFORD, FL 32771

Title Chairman, Asst. Secretary

DAVOLI, RONALD F
750 MONROE RD
SANFORD, FL 32771

Title Director

Marcell , Kenneth E, III
750 MONROE RD
SANFORD, FL 32771

Title COO

HEWITT, PATRICK J
750 MONROE RD
SANFORD, FL 32771

Title Director

O'Donnell, Todd H
750 MONROE RD
SANFORD, FL 32771

Title Director

Williams, Gregory L
750 MONROE RD
SANFORD, FL 32771

Title CFO, Secretary

POMPEO, STEPHANIE
750 MONROE RD
SANFORD, FL 32771

Title Director

BOAGNI, ANDRE
750 MONROE RD
SANFORD, FL 32771

Title VP

ALEXAKIS, MICHAEL
750 MONROE ROAD
SANFORD, FL 32771

Title EVP

MATTHESEN, WILLIAM
750 MONROE ROAD
SANFORD, FL 32771

Title D

STANFORD, SEAN
750 MONROE ROAD
SANFORD, FL 32771

Annual Reports

Report Year	Filed Date
2024	01/03/2024
2025	01/08/2025
2026	01/06/2026

07/31/2026 -- Amendment	View image in PDF format
01/06/2026 -- ANNUAL REPORT	View image in PDF format
01/08/2025 -- ANNUAL REPORT	View image in PDF format
03/21/2024 -- Amendment	View image in PDF format
01/03/2024 -- ANNUAL REPORT	View image in PDF format
04/21/2023 -- Amendment	View image in PDF format
02/17/2023 -- Amendment	View image in PDF format
01/03/2023 -- ANNUAL REPORT	View image in PDF format
04/12/2022 -- Amendment	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
07/06/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2021 -- ANNUAL REPORT	View image in PDF format
07/06/2020 -- Amendment	View image in PDF format
01/31/2020 -- Amendment	View image in PDF format
01/21/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
10/07/2019 -- Reg. Agent Change	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2017 -- ANNUAL REPORT	View image in PDF format
09/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
06/18/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
05/18/2015 -- Amendment	View image in PDF format
04/07/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

01/05/2015 -- ANNUAL REPORT	View image in PDF format
12/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
06/23/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
07/08/2010 -- Amendment	View image in PDF format
01/20/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
01/23/2008 -- ANNUAL REPORT	View image in PDF format
03/01/2007 -- ANNUAL REPORT	View image in PDF format
04/25/2006 -- ANNUAL REPORT	View image in PDF format
02/17/2006 -- Amendment	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
04/02/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
02/18/2002 -- ANNUAL REPORT	View image in PDF format
10/03/2001 -- Amendment	View image in PDF format
04/19/2001 -- ANNUAL REPORT	View image in PDF format
04/21/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
05/13/1998 -- ANNUAL REPORT	View image in PDF format
05/16/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: July 30, 2026 **LOI NO. 26-A-288**

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Proposer, through the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings for furnishing the services described below:

CONSTRUCTION MANAGER AT RISK (CMAR) FOR MEMBRANE WATER TREATMENT PLANT

L.O.I.s must be received no later than 2:00 p.m. local time on Wednesday, September 2, 2026. Physically delivered L.O.I.s will also be accepted. Sealed L.O.I.s must be received and time stamped by the Purchasing Division by the stated time and date. Any L.O.I. received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Offeror is responsible for ensuring electronic files are properly received. Any uncertainty regarding the time an L.O.I. is received will be resolved against the Proposer.

Opening: A public opening will take place Wednesday, September 2, 2026 at 2:15 p.m. in the Sawgrass Room located on the first floor of City Hall on the same date.

Questions: Any questions you may have regarding this Letter of Interest can be submitted through the "Question and Answer" tab for the specific project on the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be Monday, August 24, 2026, by 5:00 p.m. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.s, to waive any or all L.O.I.s received, to re-advertise for L.O.I.s, to award in whole or in part to one or more Proposer's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca

Miguel Machuca
Purchasing Manager

CITY OF CORAL SPRINGS, FLORIDA • FINANCIAL SERVICES DEPARTMENT • PURCHASING DIVISION
9500 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.gov
Phone 954-344-1100 • Fax 954-344-1186

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the proposed project in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055). Responses to this LOI will be evaluated by the Selection/Negotiation Committee. Firms and entities which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

Completed proposals shall be submitted either through the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings or can be physically delivered by enclosing a statement of your firm's qualifications along with the included and requested documents as referenced in Section XV within this solicitation in a sealed envelope. The outside of the envelope shall positively identify the Proposer and the name of this project.

After reviewing all submissions, the evaluation committee may shortlist a minimum of three (3) firms for an interview. In determining whether a firm is qualified, the City shall consider such factors but not limited to qualifications and experience, the ability of professional personnel, past performance, willingness to meet time and budget requirements, firm location, and recent, current and projected workloads of the firm. After firms are qualified and shortlisted, those firms will be notified by email and advised of date, time, and location of presentation. After presentations, each voting member will indicate their choice of firms in order of preference. **Pricing is not submitted as a part of the evaluation process for submitted qualification statements. The City will be requesting pricing only from the top ranked firm per C.C.N.A. Florida Statute 287.055(5)(a).** The City shall enter into negotiations with the most qualified firm for professional services at a compensation which the City determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. When an agreement is reached between the City and the selected firm, the City Attorney's Office shall prepare a final contract. Should the City and the firm considered to be the most qualified not reach agreement, the negotiations shall be formally terminated before negotiation begins with the second most qualified firm. If an agreement cannot be reached with second most qualified firm, negotiations shall be terminated and the City shall commence negotiations with the third qualified firm. If a contract cannot be negotiated with any of selected firms, the Evaluation Committee will select additional firms based on their ranking to begin negotiations with. Upon completion of successful negotiations, a recommendation for the award of contract will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in Letters of Interest received.

I. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held in Sawgrass Room located on the first floor of City Hall at 9500 W. Sample Road Coral Springs, Florida 33065 on August 13, 2026 at 1:00 p.m. The purpose of the Pre-Proposal Conference is to discuss the contents of this Statement of Qualifications and Offeror's inquiries.

II. STATEMENT OF THE WORK

Objective:

The City is soliciting qualification statements from experienced and qualified Construction Manager at Risk (CMAR) firms to provide comprehensive preconstruction and construction management services for the development of a new nanofiltration water treatment process building and associated facilities, as well as renovations to the existing water treatment plant structures as needed. The selected firm will collaborate with the City, the City's design engineer, Hazen and Sawyer, and the design team throughout the planning, design, and construction phases to facilitate cost control, constructability, scheduling, value engineering, and successful project delivery.

The project consists of the construction of a new water treatment process building and associated facilities on existing property located at the City of Coral Springs Water Treatment Plant, 3800 NW 85th Ave, Coral Springs, FL 33065. The Water Treatment Plant improvements are intended to satisfy all current and pending regulations for potable water, including the Per- and Polyfluoroalkyl Substances (PFAS) final PFAS National Primary Drinking Water Regulation.

The City of Coral Springs intends to construct a new Membrane Water Treatment Plant to replace the existing lime softening facility through a CMAR delivery method. Conversion of the processes to nanofiltration (NF) or reverse osmosis (RO) would not only supplement lime softening rehab, but would eliminate sludge disposal, handle unforeseen changes in water quality and address potential emerging contaminants. These long-term benefits place the City of Coral Springs in a more resilient and sustainable position for Potable Water Treatment in the future. The City may acquire federal grants to assist in funding the project.

The proposed plant shall produce 12 million gallons per day (MGD). Design shall be governed by all applicable federal, state, and local regulations, including but not limited to Primary and Secondary Drinking Water Standards, Groundwater Rule (4-log Certification is required for the blended water prior to leaving the WTP site), Lead and Copper Rule, Proposed PFAS Regulations (as issued on March 29, 2023), and cybersecurity measures across all disciplines to meet NIST Cybersecurity Framework 2.0 in accordance with the FL Statute 282.3185.

The Project will be implemented within an active water treatment facility. The CMAR shall develop construction sequencing, temporary facilities, shutdown planning, and other measures necessary to maintain uninterrupted plant operations. The CMAR shall prepare and maintain an Operational Continuity Plan that identifies critical plant interfaces, operational constraints, required shutdowns, temporary systems, bypasses, isolation procedures, contingency measures, communication protocols, approval steps, and sequencing assumptions. The plan shall be coordinated with the City and EOR and updated as the design and construction planning progress.

The Project shall comply with all applicable federal, state, regional, and local permitting requirements. Specific permits will be identified in the Contract Documents. Regulatory coordination includes coordination with applicable regulatory agencies and support to the Design Team in obtaining required approvals and maintaining regulatory compliance throughout the Project.

The project also includes coordination of the ongoing wellfield expansion; proposed scope may involve new raw water wells and transmission main(s). Current source water is obtained via Biscayne surficial aquifer. Consideration of future Floridan Aquifer source water shall be accounted for.

Scope of work shall be inclusive of all facilities and components required for a fully operational water treatment plant. These facilities include but are not limited to process mechanical, civil, landscape, architectural, structural, plumbing, HVAC, electrical, hydrogeologic, instrumentation and controls, physical and cyber security. The scope of the work shall incorporate the necessary infrastructure to facilitate a stabilized blending of membrane water with lime softened water, as an initial operating approach. Full scale 100% membrane softened water production shall be available from the Water Treatment Plant by fourth quarter-2030. The existing Lime-Softening Plant shall be decommissioned thereafter.

The total cost for CMAR services (Phase I and Phase II) is currently estimated at approximately $150,000,000. This figure does not include Owner's other Project costs, such as design services, professional advisory services, property or access rights, site investigations, environmental studies, certain governmental approvals, etc. The City anticipates selecting a CMAR with demonstrated experience delivering water, wastewater, or utility infrastructure projects of comparable size and complexity.

The City is currently seeking federal grant opportunities to partially fund the new Membrane Water Treatment Plant Project. If a federal grant is awarded, the selected firm shall comply with all applicable federal laws, regulations, grant conditions, and requirements associated with the funding source, including, but not limited to, Title 2, Code of Federal Regulations (CFR), Part 200, Appendix II part 200, and any additional requirements imposed by the applicable federal awarding agency.

The selected firm shall cooperate with the City in satisfying all applicable federal requirements and shall execute any certifications, contract amendments, or supplemental provisions necessary to maintain the City's eligibility for federal funding. The City reserves the right to incorporate additional federally required contract provisions if funding is awarded.

III. SCOPE OF SERVICES

The selected firm is expected to actively engage and effectively collaborate with the Project Team which consists of the City, the City's Design Team (Hazen and Sawyer), and other project team members throughout the design development and construction process. It is expected that the Construction Manager at Risk (CMAR) services will include, but are not limited to, those as described below or as specified within this solicitation. Proposed services described or specified shall not be deemed to constitute a comprehensive list of services nor exclude services not specifically discussed.

The CMAR will assist the Project Team to meet the following goals and objectives. These goals and objectives include:

1. Optimizing the design based on anticipated site conditions, selected processes and building layout

2. Assist the Design Team to produce a complete set of design documents necessary to construct the facility
3. Meeting the established project budget and schedule parameters
4. Facilitating the safe and efficient execution of the work, including that performed by qualified subcontractors and vendors
5. Ensuring the work conforms fully to contract requirements
6. Identifying and mitigating project risks and overruns
7. Minimizing project impacts to Owner, Operator, other project stakeholders, and the public
8. Minimize impacts to ongoing plant operation and water production.

The CMAR will provide the following services during the **Pre-Construction Phase**. It is the intent of the CITY that the specific scope of preconstruction services will be negotiated prior to signing the Preconstruction Services Agreement, based on the firm's input as well as the CITY's requirements. The terms of any contract to be entered into pursuant to this solicitation, including the Construction Phase Agreement, shall include all terms and conditions required by applicable law and the City of Coral Springs Procurement Code, and as acceptable to the CITY. Specific CMAR pre-construction services include but are not limited to:

1. Attend a project kick-off meeting(s).
2. Attend and participate in weekly design review meetings including conference/video calls with the Design Team.
3. Assist Project Team by participating in select community outreach meetings.
4. Participate in a GMP development meeting to confirm GMP guidelines and format.
5. The CMAR shall participate in the design process as an integral member of the Project Team and shall perform preconstruction phase services which, in general, shall include pre-construction project planning, including assistance in the preparation of a construction schedule, preliminary cost estimate (30%, 60%, 90%, 100% design milestones) and value engineering measures.
6. Provide open-book estimates, reconciliation support, assumptions, allowances, contingencies, and risk-based cost management.
7. Assist with design through constructability reviews and alternative materials suggestions. Assist design team with materials and details of the final building/process plan configuration and associated facilities.
8. Assist with life cycle cost analysis.
9. Assist with Sustainability analysis and implementation for a municipal water treatment facility.

10. Provide assistance and input for the structural, mechanical, plumbing, and electrical systems.
11. Prepare the various design packages and identify constructability, coordination, scheduling, and scope concerns.
12. Evaluate feasibility, cost and schedule impact of proposed design alternatives.
13. Develop, maintain and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to the Project Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with the Project Design Team regularly to identify deviations and changes. Provide CPM scheduling and monthly schedule updates with critical path analysis.
14. Review and confirm total budget from Preliminary Design phase review. Review any previous value-engineering opinions or cost-saving items.
15. Attend Project Team user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues. Attend all necessary work sessions with the Project Team to gather and distribute information on the Project as required. Become familiar with the specialized building conditions and systems.
16. Provide value engineering and life cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to the Project. Conduct formal value engineering work sessions with the Project Team and recommend detailed alternatives.
17. Review the proposed design concepts, layouts, dimensions, clearances, and advise the Project Team of possible conflicts of the mechanical, plumbing, and electrical building systems with the adjacent structure and finishes. CMAR is responsible for advising constructability logistics.
18. Prepare preliminary cost estimates based upon drawings during predetermined design phases.
19. The preparation of the preliminary cost estimates would include information from review workshops, identifying value engineering opportunities, identifying potential Owner Direct Purchase items, determining long-lead procurement items, and evaluating the effectiveness of early-release design packages.
20. Develop and maintain sequencing, temporary facilities, shutdown, bypass, and contingency plans coordinated with City operations staff and the Design Engineer.
21. Additional duties may be included and mutually agreed upon during the negotiation phase, subject to clear definition and approval by the Project Team.

The CMAR will provide the following services during the **Guaranteed Maximum Price (GMP) Development Process** including, but not limited to the following:

1. At specified stages of design development, the CMAR shall be responsible for providing an open-book GMP proposal for construction of the work. The GMP shall conform to the contract requirements, financial reporting, and Owner requirements. The GMP must include all labor, material, and equipment necessary to accurately reflect the total cost of construction, commissioning, turnover, and closeout of the Project.
2. Prepare and monitor cost estimates of the construction during each of the design phases based on detailed quantity surveys of the drawings and specifications. Advise the Project Team if it appears that the construction budget will not be met and make recommendations for corrective actions. Prepare and update with each cost estimate a reconciliation report comparing the cost estimate with the approved budget and previous estimates, accompanied by an updated construction billing and cash flow forecast.
3. Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
4. Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administer the various bid packages for the Project after consultation and approval from the Project Team.
5. The CMAR shall pre-qualify vendors and subcontractors. A list of pre-qualified Respondents may be required for the Project Team approval prior to soliciting competitive bids. With the appropriate justification and Project Team's approval, the CMAR may propose to self-perform certain direct cost work. Bidding involving self-perform work will need to be developed.
6. Recommend subcontractors and contract suppliers to develop a Respondent's list for review and approval by Project Team. Develop subcontractor/vendor scope of work and prepare the necessary bid packages for bidding.
7. Conduct Respondent outreach and subcontractor pre-qualifications.
8. Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety for review and approval by the Project Team.

9. Prepare and submit a final GMP Proposal for the Owner's optional acceptance reflecting the entire cost, scope of work and the quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a complete and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal, and as such, allowances for work scope will not be allowed without approval by the Project Team. Provide open-book cost estimates with assumptions.
10. Assist the Project Team as necessary in interfacing with the Building Department and other authorities/agencies having jurisdiction over the Project to obtain the permit(s) and certification(s) on a timely basis for the construction activities and operations
11. Solicit competitive bids for subcontractor and vendor bid packages. Present bids for the Project Team's review and approval.
12. In addition to the direct cost of the work, the GMP shall consist of the CMAR's fee, insurance, bonds, General Conditions/General Requirements, other Respondent indirect costs, contingencies, allowances, and other required costs. The CMAR's fee shall be represented as a percentage of the direct cost of the work. The fee percentage shall include overhead, profit, and other allowable expenses as set forth in the CMAR Agreement.
13. Collaborate with the Project Team to develop financially acceptable GMPs. The GMP proposal shall be arranged in a form and format accepted by the Project Team. At a minimum, the GMP will have an executive summary, summaries by division, summaries by area, and a detailed line-item breakdown for work activities. Each line-item breakdown shall include the estimated quantities, man- hours and labor rates, materials, and material unit costs, owned and rented equipment and associated rates, other incidental costs, and sales tax. The CMAR shall provide the Project Team with copies of all bid packages, scope sheets, takeoffs, quotes, and supporting documentation used to prepare the GMP for review prior to GMP negotiations.
14. Suggest and incorporate bid alternates as necessitated by the project budget.
15. Collaborate with the Project Team for the procurement, coordination, and installation of FF&E items. Many of the traditional FF&E items will be Owner direct purchases and will need to be properly scheduled with the CMAR construction activities.
16. Finalize and execute the GMP Proposal and CMAR Agreement based upon financially acceptable GMP(s).

17. In conjunction with the Project Team, identify the project requirements and prepare a total project budget for the project.
18. Any other duties, responsibilities and activities as negotiated and mutually agreed upon
19. The acceptance of the CMAR GMP will constitute completion of preconstruction activities. A contract will then be executed for the CMAR services for the construction of the project. At the time of execution of the construction phase contract, the CMAR will be required to secure a Performance and Payment Bond in accordance with Florida Statutes, Section 255.05.

Specific duties of the CMAR during the **Construction Phase** include all duties and obligations typically conducted and agreed upon during the negotiation for the Construction Phase Agreement which includes but not limited to the following:

1. Provide full and complete construction services necessary to manage the construction of the Coral Springs Sports Complex within the Owner's budget and schedule parameters. Supervise, coordinate, and execute the Work in strict accordance with the contract requirements.
2. Host and conduct pre-construction meeting(s).
3. Obtain all required construction permits. Assist with the submittal of plans and permit applications to regulatory agencies, City of Coral Springs departments and other Jurisdictions Having Authority ("JHA")
4. Upon issuance of Notice to Proceed, commence and complete construction in compliance with the contract documents and agreements.
5. Host and conduct weekly Owner-Engineer-Contractor ("OEC") meetings
6. Each monthly application for payment shall be accompanied by a monthly report. The monthly report would include updates to construction activities, construction photos, construction schedule, cost reports and GMP cost projections, contingencies/allowances reports and other information as required by Project Team.
7. Update the baseline construction schedule monthly. Maintain a resource-leaded CPM schedule and monthly narrative.
8. Maintain the RFI and Submittal logs.
9. Produce the construction QA/QC procedures.
10. Attend community outreach meetings, workshops and other public meetings as requested by the Project Team.

11. Manage the project site, site access, site security and safety program.
12. Continue collaborating with Project Team to mitigate the cost and impact of any issues arising during construction.
13. Ensure that appropriate programs and measures are in place at all times to protect the safety and health of construction personnel, Project Team personnel, and the City employees during performance of the work. This is paramount to keep Water Treatment Plant operational during construction
14. Maintain acceptable traffic flows and access throughout construction period.
15. The Project will be implemented within an active water treatment facility. The CMAR shall develop construction sequencing, temporary facilities, shutdown planning, and other measures necessary to maintain uninterrupted plant operations.
16. The CMAR shall prepare and maintain an Operational Continuity Plan that identifies critical plant interfaces, operational constraints, required shutdowns, temporary systems, bypasses, isolation procedures, contingency measures, communication protocols, approval steps, and sequencing assumptions. The plan shall be coordinated with the City and Design Engineer and updated as the design and construction planning progress.
17. Coordinate all shutdowns and outages.
18. Coordinate all testing and inspections with local authorities and Owner's testing agencies.
19. Coordinate and oversee building/process commissioning activities, including testing and verification of mechanical, electrical, and plumbing systems per Owner's requirements
20. Prepare as-built documents in such a format as the Owner requires.
21. Assist in the preparation of a Facility Maintenance Plan in a format selected by the Project Team.
22. Provide necessary activities relating to project closeout, training, turnover documents, and establishment of warranties and guarantees.
23. Gain the necessary inspections and approvals from the JHA to fully complete the Project and satisfy all permit requirements and certifications for operations .
24. Complete Project closeout activities
25. Any other duties, responsibilities and activities as negotiated and mutually agreed upon in the Construction Agreement.

The CMAR Team's responsibilities shall include, but are not limited to:

1. Design Phase Coordination

A. Coordinate with the Project Team to identify infrastructure requirements.

B. Develop and maintain an FF&E coordination schedule, identifying milestones for vendor access, utility connections, and equipment installation, to be approved by the Project Team and FF&E Consultant

C. Ensure power, data, blocking, structural anchoring, and mechanical support are accounted for in design documents and BIM coordination (as applicable).

D. Incorporate coordination milestones into the overall project schedule.

2. Construction Phase Support

A. Provide utility rough-ins, structural supports, and any base building modifications required to accommodate FF&E components.

B. Coordinate early access or phased turnover of finished spaces for timely FF&E delivery and installation.

C. Review FF&E shop drawings for interface verification and integration with base building systems.

3. Commissioning and Close-Out

A. Participate in commissioning and systems testing involving any FF&E that interfaces with building systems (e.g., AV integration, powered gym equipment).

B. Attend punch list walks for spaces where FF&E is installed.

C. Provide accurate as-built documentation reflecting FF&E coordination items.

IV. L.O.I. SUBMISSION REQUIREMENTS

Submitted proposal shall be organized in the following order and include all the attached forms as well as the requested documents within the solicitation. Please limit your proposal to 150 pages, not including the required forms within the solicitation package.

Submission Requirements

Tab 1. Firm Qualifications & History

Provide a brief overview of your firm, including its size, range of activities, years in business, and office location(s) including headquarters and location providing primary project management. Also incorporate notable, honors, awards & recognitions that relevant to the services requested.

Tab2. Financial Capacity

Financial Standing

Provide a current letter of financial standing from your firm's principal financial institution. Submit documentation demonstrating that your firm has the appropriate financial resources and working capital to successfully complete a project of this size and complexity. Additionally, provide a current Dun & Bradstreet report issued within three (3) months of the Letter of Interest due date.

The City reserves the right to request additional financial information such as year-end balance sheet and income statements along with audited financial statements as deemed necessary.

Financial History

Disclose any bankruptcy petitions filed by or against the Proposer, its parent company, subsidiaries, or predecessor entities within the past ten (10) years. If applicable, provide the date, circumstances, and final resolution.

Disclose any material loan defaults or financing agreement defaults involving the Proposer within the past ten (10) years. If applicable, provide the circumstances, current status, and anticipated resolution.

Bonding Capability

Provide a letter from your surety, dated within sixty (60) days of the Letter of Interest due date of confirming your firm's single project and aggregate bonding capacity. The surety shall maintain a minimum rating of **A**, Financial Size Category **VIII**, or better, as reported in the most recent edition of A.M. Best's Insurance Guide. Also, the surety company must authorized to do business in the State of Florida with a record of successful continuous operation for at least five (5) years and must hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.

- Disclose if a Payment or Performance Bond claim has ever been made against the firm within the past five (5) years.

Insurance Coverage

Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent's ability to obtain the required coverages upon award.

Tab 3. Legal Proceedings

The Proposer shall disclose the following matters involving the firm, its parent company, subsidiaries, affiliates, or proposed joint venture partners within the applicable time periods. For each matter disclosed, provide a brief description of the proceeding, parties involved, amount in controversy (if applicable), current status, and final resolution.

- Construction-related arbitration demands, claims, or disputes filed by or against the Proposer within the past five (5) years
- Construction-related lawsuits filed by or against the Proposer within the past five (5) years, including matters involving alleged construction defects, contract disputes, negligence, or significant personal injury claims
- Labor-related proceedings, complaints, or hearings initiated by the National Labor Relations Board or applicable state labor agency within the past five (5) years
- OSHA citations classified as Serious, Willful, Repeat, or Failure-to-Abate, or OSHA penalties exceeding $25,000 within the past five (5) years. Provide a description of the violation and corrective actions taken
- Tax-related lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service or applicable state taxing authority within the past five (5) years, excluding routine audits
- Criminal charges, indictments, convictions, or pending criminal investigations involving the Proposer within the past ten (10) years

If the Proposer is submitting as a joint venture or partnership, the information provided shall include all participating entities.

Tab 4. Key Personnel & Project Team Qualifications

Identify the proposed key personnel who will be assigned to this Project, including personnel responsible for executive oversight, project management, preconstruction services, field supervision, estimating, scheduling, quality control, safety, and MEP coordination, as applicable.

Provide an organizational chart identifying the proposed Project Team, reporting relationships, and each person's role and responsibilities.

For each team member, provide a resume that includes:

- Proposed role and responsibilities for this project
- Total years of relevant experience
- Education, professional registrations, certifications, and licenses, as applicable
- Experience on comparable CMAR projects, including the project name, owner, construction value, delivery method, completion date, and individual responsibilities
- Experience delivering sports, recreation, aquatics, or other comparable public facilities
- Experience providing preconstruction services, including cost estimating, constructability reviews, value engineering, scheduling, phasing, logistics planning, and Guaranteed Maximum Price (GMP) development.

Identify each team member's anticipated level of involvement during both the preconstruction and construction phases, including any significant commitments that may affect their availability.

Key Personnel	Minimum Qualifications
Project Manager	• Bachelor's degree in Engineering, Construction Management, or related field. • Minimum 15 years managing heavy civil/water-wastewater projects. • PM on at least three treatment plant projects valued at $75M+ including one CMAR/DB. • Managed at least two projects maintaining continuous operation of an active treatment facility during construction. • Full-time assignment during construction.
Superintendent	• Minimum 15 years field experience and 10 years as Superintendent. • Superintendent on at least three treatment plant projects valued at $50M+. • Experience maintaining uninterrupted plant operations during construction of at least two active facilities. • Full-time on site.
Preconstruction Manager	• Minimum 10 years CMAR/DB preconstruction experience. • Prepared at least three GMPs for treatment plant projects valued at $50M+. • Experience with phasing, shutdown planning, temporary systems, bypasses, and operational continuity.
Lead Scheduler	• Minimum 10 years Primavera P6 scheduling. • CPM schedules for at least three treatment plant projects valued at $50M+. • Experience with shutdown windows, tie-ins, commissioning, and phased construction while maintaining plant operations.
Lead Estimator	• Minimum 10 years estimating heavy civil/water projects. • Prepared at least three GMP estimates for treatment plants valued at $50M+. • Experience estimating temporary facilities, bypass systems, off-hours work, commissioning, and operational continuity costs.
QA/QC Manager	• Minimum 10 years quality management experience. • QA/QC Manager on at least two treatment plant projects valued at $50M+. • Experience implementing QA/QC programs within active treatment facilities while maintaining regulatory compliance and uninterrupted operations.
Safety Manager	• Minimum 10 years construction safety experience on heavy civil or water/wastewater projects. • Certified Safety Professional (CSP), CHST, or equivalent preferred. • Safety Manager on at least two treatment plant projects valued at $50M+. • Demonstrated experience developing and implementing site-specific safety plans for construction within active treatment facilities while maintaining continuous plant operations. • Knowledge of OSHA requirements, confined space entry, crane operations, excavation safety, energized systems, and lockout/tagout procedures.
Commissioning/Startup Manager	• Minimum 10 years experience with commissioning and startup of municipal water or wastewater treatment facilities. • Managed startup and commissioning of at least two treatment plants valued at $50M+. • Experience preparing commissioning plans, functional testing, operator training, performance testing, and transition to Owner. • Demonstrated experience coordinating commissioning activities while maintaining uninterrupted operation of existing treatment facilities and regulatory compliance.

If subcontractors or specialty consultants will provide significant preconstruction or construction management services, identify the firm(s), describe their proposed responsibilities, and summarize their relevant qualifications and experience.

Tab 5. Current and Project Workload

Explain the firm's ability to meet the City's needs given the firm's current and projected workload. Please include a detailed list of all current and projected contracts/project and timeframe for completion (on time, ahead of schedule, or behind schedule).

Demonstrate the availability of the proposed key personnel and project team to take on and complete the Pre-Construction (Phase 1) and the Construction (Phase 2) services within three (3) years of an award of a Contract, based upon the demand of their current and projected workloads. Provide percentage of availability for each proposed key personnel.

Tab 6. Relevant Experience

Describe your firm's experience with successfully delivering projects of similar size, scope, and complexity utilizing Construction Manager at Risk delivery method.
Provide three (3) comparable CMAR projects of similar size, scope and complexity completed within the past ten (10) years. For each referenced project, provide:

- Project name, location, owner, and owner's representative contact information
- Brief project description and explanation of its relevance to this Project
- Initial Guaranteed Maximum Price (GMP) and final construction cost, contingency ownership, shared savings, assumptions, exclusions, escalation, allowances, and reconciliation procedures
- Original and actual completion dates
- Description of preconstruction and construction management services provided
- Identification of key personnel involved and whether those individuals are proposed for this Project.
- Summary of any significant change orders, claims, disputes, or schedule impacts, including the cause and resolution
- Being that the Project will be constructed adjacent to and integrated with an operating water treatment facility, the CMAR shall demonstrate successful experience planning and executing projects that maintained continuous treatment plant operations throughout construction. Experience shall include phased construction, temporary facilities and utilities, shutdown planning, tie-ins, startup and commissioning sequencing, risk mitigation, and coordination with plant operations to maintain regulatory compliance and uninterrupted water service.

Describe lessons learned from previous CMAR projects and how those experiences will be incorporated into the successful delivery of this project.

Describe the Proposer's experience managing subcontractors, specialty contractors, suppliers, and other project partners, including methods used to promote coordination, quality control, safety, schedule adherence, and successful project delivery.

The proposer is to utilize the appropriate reference form that is included in the solicitation package to distribute to its reference entity to complete and return to the proposer's attention. The proposer should submit the completed Vendor Reference Verification Form along with the project information requested by the solicitation deadline. The City considers references and performance reviews in the evaluation of the Proposer's past performance.

Tab 7. Project Understanding, Key Considerations and Approach

Detail your firm's understanding of a project this size, scope, and complexity. Describe the approach taken to successfully delivery pre-construction and construction service utilizing the Construction Manager at Risk delivery method and why your approach would be the most effective and beneficial to the City.

At a minimum, the following items should be addressed:

- Understanding of the Project objectives, constraints, opportunities, and key challenges
- Approach to preconstruction services, including estimating, cost control, constructability reviews, value engineering, risk management, scheduling, and Guaranteed Maximum Price (GMP) development
- Approach to construction sequencing, project logistics, and coordination with ongoing operations, as applicable
- Identification of anticipated long-lead materials or equipment and the proposed procurement strategies to minimize impacts to the Project schedule
- Approach to construction safety, Building Information Modeling (BIM) and other technology
- Incorporating Owner Direct Purchase (ODP), if applicable
- Approach to maintain uninterrupted current water plant operations during construction
- Approach to preliminary phasing, procurement strategy, startup, commissioning, operator training, PFAS implementation approach, and permitting strategy.
- A preliminary project schedule identifying major milestones and the anticipated project duration

Include any additional information that may be deemed advantageous in demonstrating your firm's understanding and approach to the project.

Tab 8. Safety Program & Record

Demonstrate your firm's safety culture, safety management system, and historical performance. At a minimum, include:

- Corporate safety program and project-specific safety planning approach.
- Experience Modification Rate (EMR) for the most recent three years, with supporting explanation for any annual value greater than 1.00.
- Total Recordable Incident Rate (TRIR) and Days Away, Restricted, or Transferred (DART) rate for the most recent three years, with supporting explanation for any adverse trend.
- OSHA citations, serious incidents, fatalities, or comparable enforcement actions during the most recent five years, if any, and corrective actions implemented.
- Approach to subcontractor safety prequalification, field observations, near-miss reporting, corrective action, and continuous improvement.

Tab 9. Required Forms

1. In addition to your firm's qualifications, attached to this LOI, are documents referenced in Section XV that are to also be completed and made part of your LOI submission. Failure to complete the forms may constitute grounds for disqualification of the responding firm from further consideration regarding this project.

2. Delegation of Authority

Respondents must provide a signed Delegation of Authority Letter for any representative signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the City to accept the signature of the Delegation of Authority.

3. Copies of Submission

Physically delivered Letters of Interest will be accepted. **If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive)** of the entire Letter of Interest should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. The preferred method of submission would be through the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings.

4. Addenda, Additional Information

The Offeror's Certification form shall be signed by an authorized company representative, dated, notarized, and returned with the Letter of Interest.

Any addenda or answers to questions submitted through the "Question-and-Answer" tab in OpenGov.com supplied by the City to participating Proposers shall become part of this Request for Letters of Interest and the resulting contract.

Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Proposers which are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

5. Questions and Answers

The City requires all questions relating to the solicitation to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal via https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov.com. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response through the "Question and Answer" tab via OpenGov.com is considered an addendum.

V. CONTINGENT FEES PROHIBITED

The proposing Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, Consultant or Subconsultant working solely for the Offeror to solicit or secure an 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 the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of an agreement with the City.

VI. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

   (a) Professional Liability Insurance in an amount not less than $1,000,000 per occurrence.

   (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be

responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive General Liability Insurance with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(e) **Umbrella/Excess Liability:** The contractor shall provide umbrella/excess coverage with limits of no less than $5,000,000 excess of Commercial Liability, Automobile Liability, and Employer's Liability.

(f) **Builder's Risk Insurance** in the amount not less than **THE REPLACEMENT COST** for the construction of the work. Coverage shall be "ALL Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand and xx/100 dollars ($5,000) per claim.

3. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VII. INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer 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 Successful Proposer and other persons employed or utilized by the Successful Proposer in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer agrees to indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees arising out of the infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VIII. FAMILIARITY OF LAW

Notice is hereby given that the Successful Respondent must be familiar with all federal, state, and local laws, ordinances, rules, codes, and regulations that may affect the work. Ignorance on the part of the Respondent will in no way relieve him from the responsibility of compliance therewith.

IX. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

X. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

XI. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor

knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

XII. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential Offeror, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of Offerors during the period between bid opening and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

XIII. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Qualifications & History (30 Points)
The Evaluation Committee will evaluate the Proposer's corporate stability, financial strength, bonding capacity, organizational capability, relevant corporate experience, references, and demonstrated ability to successfully deliver a project of comparable scale, complexity, risk profile, and public importance.

Relevant Experience & Team Organization (30 Points)
The Evaluation Committee will evaluate the relevance and quality of the Proposer's experience with membrane and advanced water-treatment facilities, progressive CMAR or comparable collaborative delivery, construction in operating treatment facilities, and the qualifications, availability, authority, and integration of the proposed project team.

Project Understanding, Preliminary Risk Assessment, and Project Approach (30 Points)
The Evaluation Committee will evaluate the Proposer's understanding of Project objectives and constraints; preliminary risk register; approach to operational continuity, phasing, temporary works, shutdowns, and tie-ins; preconstruction services; open-book GMP development; long-lead procurement; schedule management; commissioning and startup; quality; safety; stakeholder coordination; and innovation.

Safety Program & Record (10 Points)
The Evaluation Committee will evaluate the Proposer's safety culture, corporate and project-specific safety practices, EMR, TRIR, DART, OSHA history, serious incidents, subcontractor safety controls, field verification processes, corrective action, and demonstrated continuous improvement.

#	Description	Tab	Point Range
1	**Qualifications & History** - Evaluate organizational capability, financial strength, bonding capacity, corporate qualifications, and delivery capacity.	**1,2,3**	**0-30**
2	**Relevant Experience & Team Organization** - Evaluate comparable experience, proposed team qualifications and availability, collaborative-delivery experience, and active-plant continuity experience.	**4,5,6**	**0-30**
3	**Project Understanding, Preliminary Risk Assessment, and Project Approach** - Evaluate project understanding, risk identification and mitigation, operational-continuity approach, GMP development, long-lead procurement, commissioning, and innovation.	**7**	**0-30**
4	**Safety Program & Record** - Evaluate safety culture, safety management system, EMR, TRIR, DART, OSHA history, and continuous improvement.	**8**	**0-10**
Total Points			**100**

These weighted criteria are provided to assist the Offerors in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing of Offerors. The Evaluation Committee will evaluate all received submissions and may then select a short list of not less than three (3) qualified firms. The Evaluation Committee Member will score each received submission based on the listed weighted criteria for the shortlisting process.

The Committee's evaluation process will include presentations by the short-listed firms. The Committee will then schedule interviews with the firms to further evaluate the received submissions. The Committee will score the presentations utilizing the "Best Value Scoring Methodology" in which presentations will be ranked from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The firms with lowest combined scores will be deemed as the highest ranked proposer.

Offerors may be selected for an interview prior to an award recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful Offeror prior to recommendation of award and presentation to the City Commission.

XIV. SCHEDULE OF EVENTS

The tentative schedule of events, relative to this procurement shall be as follows:

#	Event	Date (on or by)
1	Issuance of Request for Letters of Interest	07/30/2026
2	Pre-Proposal Conference	08/13/2026
3	Deadline for Questions	08/24/2026, 5:00p.m.
4	Opening of Proposals	09/02/2026
5	Proposal Evaluation	TBD
6	Vendor Presentations (if needed)	TBD
7	Contract Negotiations	TBD
8	Award of Contract	TBD
CITY reserves the right to delay scheduled dates		

XV. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:

   a) Proposal and Offeror's Certification
   b) Non-Collusive Affidavit
   c) Qualifications Statement
   d) Drug-Free Workplace Certification
   e) Certification Pursuant to F.S. 287.135
   f) Affidavit of Compliance with Foreign Entity of Laws
   g) Cone of Silence Affidavit
   h) Vendor Reference Verification Form
   i) Certificates of Insurance
   j) Proof of E-Verify Registration
   k) Copy of Current Professional License(s)
   l) Addenda Cover Page (if issued)

XVI. AWARD OF CONTRACT

The Contract shall be awarded by CITY's Commission to the most qualified, responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY's Evaluation Committee indicates to the CITY that the award will be in the best interests of the CITY.

The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

XVII. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

October 29, 2026

Miguel Machuca
Purchasing Manager
City of Coral Springs
9500 W. Sample Road
Coral Springs, FL 33065

Subject: Membrane Water Treatment Plant
Construction Manager at Risk Preconstruction Services Proposal

Dear Mr. Machuca:

Wharton-Smith, Inc. has received your comments for our proposal dated October 14, 2026. We are happy to provide an updated proposal to provide preconstruction services under LOI No. 26-A-288 for Construction Manager at Risk for Membrane Water Treatment Plant. The general summary for the scope of work includes the following:

- Pre-Construction Progress Meetings
- Scheduling
- Constructability Review
- Cost Estimating
- Value Engineering
- Cost to Produce Guaranteed Maximum Price (GMP)
- Prequalification of Subcontractors
- Allowances

Our proposed fee for the preconstruction services is $901,347.00. Unless otherwise noted, pricing for each task line item is based on a lump-sum amount for completion of the associated task. Additional back-up and supporting detail are provided in the attachments to this letter.

We appreciate the opportunity to provide our services and look forward to working with the City of Coral Springs.

If you have any questions or comments, please contact me directly.

Regards,

Gregory Williams
Gregory Williams (Nov 1, 2026 14:00:31 EST)

Jeff Wiley
Wharton-Smith, Inc.

CITY OF CORAL SPRINGS
MEMBRANE WATER TREATMENT PLANT
PRECONSTRUCTION SCOPE OF SERVICES

The following narrative is to provide more detail to the Scope of Services for the preconstruction phase for the Membrane Water Treatment Plant project.

It is anticipated that the preconstruction services will cover a 12-month period for design development and FDEP permitting which is inclusive of preconstruction services provided by Wharton-Smith and the production and negotiation of the Guaranteed Maximum Price (GMP). It is anticipated that multiple GMPs may be required. Please note that the 12 months allotted do not include the time required for the City's approval and contract amendment.

Generally:

Attend general progress review and coordination meetings with City.

Attend periodic design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.

CMAR will work with City to develop the optimum scope and quality of Work to meet City's Budget. Such work will consist of considering options and alternates with scope and quality adjustments as determined by City. CMAR will assess cost and schedule impact of these options and alternates.

Consult with City regarding site use and improvements, and the selection of materials, building systems, and equipment.

Provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible opportunities for savings.

Provide recommendations on construction schedule for possible opportunities for time savings.

Provide input to the City regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements.

Furnish City a list of possible Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.

In conjunction with the City, identify the appropriate Early Work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the City.
In conjunction with the City, identify the appropriate Work packages from the Contract Documents for distribution to prospective bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall generally mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the City have any goals for involvement of the local and/or small contracting communities.

The following breakdown lists the anticipated tasks and expectations taken into account when producing the preconstruction proposal. Any work outside of this scope of work that is requested of Wharton-Smith by the City, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

Task 1 Project Coordination

1.01 Project Kickoff Meeting – Wharton-Smith staff will attend one (1) project kickoff meeting with the City of Coral Springs (City/Owner) and Hazen and Sawyer (Hazen/Engineer). Meeting minutes will be prepared and distributed.

1.02 DIW & Supply Wells 60% Design Milestone Workshop – Wharton-Smith staff will attend the design review workshop with the City and Hazen. Wharton-Smith staff will provide summary notes to Hazen for incorporating into the meeting minutes (to be prepared by Hazen).

1.03 DIW & Supply Wells 90% Design Milestone (Pre-GMP) Workshop – Wharton-Smith staff will attend the design review workshop with the City and Hazen. Wharton-Smith staff will provide summary notes to Hazen for incorporating into the meeting minutes (to be prepared by Hazen).

1.04 Membrane WTP 30% Design Milestone Workshop – Wharton-Smith staff will attend the design review workshop with the City and Hazen. Wharton-Smith staff will provide summary notes to Hazen for incorporating into the meeting minutes (to be prepared by Hazen).

1.05 Membrane WTP 60% Design Milestone Workshop – Wharton-Smith staff will attend the design review workshop with the City and Hazen. Wharton-Smith staff will provide summary notes to Hazen for incorporating into the meeting minutes (to be prepared by Hazen).

1.06 Membrane WTP 90% Design Milestone (Pre-GMP) Workshop – Wharton-Smith staff will attend the design review workshop with the City and Hazen. Wharton-Smith staff will provide summary notes to Hazen for incorporating into the meeting minutes (to be prepared by Hazen).

1.07 Monthly Progress Meetings – Wharton-Smith staff will coordinate and attend eleven (11) remote (via conference call) progress meetings with the City and Hazen to review design progress, cost updates, permitting activities and any other outstanding project items. An action item log will be maintained by Wharton-Smith staff and used to track items from the

monthly progress meetings. Wharton-Smith staff will provide a PDF of the action item log via e-mail at the end of each monthly progress meeting.

1.08 Weekly Design Review Meetings – Wharton-Smith staff will coordinate and attend thirty-four (34) remote (via conference call) design coordination meetings with Hazen to have more detailed discussion related to design progress. The goal of these meetings is to expedite decision making to streamline the design process. The action item log will be maintained by Wharton-Smith staff and used to track items from each weekly call. The action item log will be shared during the meeting on the conference call and updated on the call. A formal PDF submittal of these action items is not anticipated for this task.

1.09 MOPO Review Workshops – Wharton-Smith staff will attend, in conjunction with the City and Hazen, three total workshops which are included in this scope. One will be based on the 60% design milestone for GMP1. The remaining two will be at the 60% and 90% design milestones for sequencing of the work in GMP 2. The meeting will be a hybrid meeting held in-person at the City's facilities and virtually via conference call.

1.10 Estimate Review Meetings – Wharton-Smith staff will coordinate, prepare for and conduct three (3) estimate review meetings with the City and Hazen. Meetings will be held in-person at the City's facilities. Wharton-Smith staff will prepare and distribute meeting minutes.

1.11 Procurement and Bidding Workshop – Wharton-Smith staff will coordinate, prepare for and attend two (2) meetings, one for each GMP, with the City and Hazen to present the bid schedule, bid manual list, potential bidders list and anticipated sequencing. Wharton-Smith staff will confirm the bid schedule, activities and pre-bid site visit with the City as well as verify the final bidders list. Meeting will be held in-person at the City's facilities. Wharton-Smith staff will prepare and distribute meeting minutes.

1.12 GMP Phasing Workshop – Wharton-Smith staff will coordinate, prepare for and attend one (1) meeting with the City and Hazen to discuss the phasing of the GMPs for this Project. It is assumed at the time of scope development that two GMPs will be developed, however, this can be modified based on the City's preferences. Wharton-Smith staff will prepare and distribute meeting minutes.

1.13 GMP Review Workshops – Wharton-Smith staff will coordinate, prepare for and attend two (2) meetings, one for each GMP, with the City and Hazen to present the bid results and award recommendations for inclusion into the final GMPs for approval. Final vendor and subcontractor selection will be a part of this meeting along with comments associated with each draft GMP. Meeting will be held in-person at the City's facilities. Wharton-Smith staff will prepare and distribute meeting minutes.

1.14 Funding Coordination Workshop – Wharton-Smith staff will attend two (2) remote (via conference call) workshops with the City and Hazen and the associated funding agency. These workshops are anticipated to include review of any requirements set forth by the funding agencies to ensure compliance during procurement and construction activities.

1.15 Permitting Coordination Workshop – Wharton-Smith staff will attend, in conjunction Hazen, two (2) remote (via conference call) workshops to assist Hazen with the preparation and submittal of required design phase permits including those required by FDEP and the South Florida Water Management District. Wharton-Smith will coordinate with the City and Hazen to track required permits and incorporate key permitting milestones into the project schedule.

Wharton-Smith staff will also participate in one (1) virtual conference call with the City and Hazen with the City's Building Department to discuss forthcoming reviews by the Building Department.

Permit fees and associated construction permitting costs will be included in the GMP(s), as applicable, and are not included in the preconstruction services proposal.

1.16 Site Visit & Investigation – Wharton-Smith will perform a site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop an ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. Wharton-Smith will provide final reports of encountered conditions to the City and Hazen. Subsurface utility exploration is not included at this time.

1.17 Project Site Utilization Plan – Wharton-Smith staff will produce a site access and logistics plan to coordinate and manage the site constraints and challenges including but not limited to traffic and pedestrian control, access to the project site, material and supplies delivery, laydown areas, safety and security considerations and protection and operation of the existing facility. Wharton-Smith staff will work with the City to develop this plan and the City will have the right to review and comment on the plan as it is being developed and finalized.

1.18 Community Outreach Meetings – Wharton-Smith staff will attend two (2) community outreach meetings as directed by the City. Wharton-Smith staff will be available to provide project information verbally and answer questions. Development of a presentation is not anticipated to be required by Wharton-Smith.

1.19 Project Management and Administration – This includes all work associated with the project not specifically tied to a project deliverable which may include monthly preconstruction schedule updates, preconstruction progress reports and billing, contracts and miscellaneous correspondence including calls and meetings.

Task 2 Scheduling

2.01 DIW & Supply Wells Schedule Development and Phasing – Wharton-Smith staff will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for City review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable. Wharton-

Smith and Hazen will also prepare and maintain a progress schedule during the preconstruction phase.

2.02 DIW & Supply Wells 60% Design Milestone Update – The schedule developed in the previous task is updated and modified based on the 60% design milestone and construction sequencing is determined.

2.03 DIW & Supply Wells 90% Design Milestone Update – The schedule developed in the last task is modified based on the GMP design milestone and construction sequencing is determined. This schedule will serve as the schedule to be used by bidders in the GMP bidding process.

2.04 DIW & Supply Wells Final Schedule Update (at GMP) – The schedule developed the last task is modified based on the final bid documents and includes any changes made during the addenda process. Construction sequencing will be updated. This schedule serves as the basis for General Condition's costs in the GMP as well as the contract time required for the duration of construction.

2.05 Membrane WTP Schedule Development and Phasing – Wharton-Smith staff will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for City review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable. Wharton-Smith and Hazen will also prepare and maintain a progress schedule during the preconstruction phase.

2.06 Membrane WTP 60% Design Milestone Update – The schedule developed in the previous task is updated and modified based on the 60% design milestone and construction sequencing is determined.

2.07 Membrane WTP 90% Design Milestone Update – The schedule developed in the last task is modified based on the GMP design milestone and construction sequencing is determined. This schedule will serve as the schedule to be used by bidders in the GMP bidding process.

2.08 Membrane WTP Final Schedule Update (at GMP) – The schedule developed the last task is modified based on the final bid documents and includes any changes made during the addenda process. Construction sequencing will be updated. This schedule serves as the basis for General Condition's costs in the GMP as well as the contract time required for the duration of construction.

Task 3 Constructability Reviews

3.01 DIW & Supply Wells 60% Design Milestone Constructability Review – Wharton-Smith staff will perform detailed design and constructability review to identify changes, conflicts,

constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (DIW, supply wells, civil, process, etc.).

3.02 DIW & Supply Wells 90% Design Milestone Constructability Review (GMP Development Set) – These tasks are for the same items outlined in prior task but for the 90% design milestone.

3.03 DIW & Supply Wells 100% Submittal/Conformed Document Review – These tasks are for the same items outlined in the prior task but include final review of all documents to ensure that they are conformed and ready for construction.

3.04 DIW & Supply Wells MOPO Development – As part of design progression, Wharton-Smith staff will evaluate the design documents to develop construction sequencing to maintain facility operations. This sequence is predicated upon a list of construction constraints provided in the design deliverables along with input from the Owner. The plan will be started at the 60% submittal and updated at the 90% submittal with input from the City and Hazen. This task will support the MOPO review workshops listed in Task 1.

3.05 DIW & Supply Wells Risk Register Development – A risk register will be created to capture potential risks for the project. The risk register is a living document and will be updated though out the preconstruction and formally reviewed during the 60% and 90% Design Review Workshops listed in Task 1.

3.06 Membrane WTP 30% Design Milestone Constructability Review – Wharton-Smith staff will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Each of the preliminary design evaluation options will also be reviewed during this phase.

3.07 Membrane WTP 60% Design Milestone Constructability Review – These tasks are for the same items outlined in prior task but for the 60% design milestone.

3.08 Membrane WTP 90% Design Milestone Constructability Review (GMP Development Set) – These tasks are for the same items outlined in prior task but for the 90% design milestone.

3.09 Membrane WTP 100% Submittal/Conformed Document Review – These tasks are for the same items outlined in the prior task but include final review of all documents to ensure that they are conformed and ready for construction.

3.10 Membrane WTP Risk Register Development – A risk register will be created to capture potential risks for the project. The risk register is a living document and will be updated throughout the preconstruction and formally reviewed during the 60% and 90% Design Review Workshops listed in Task 1.

3.11 Membrane WTP MOPO Development – As part of design progression, Wharton-Smith staff will evaluate the design documents to develop construction sequencing to maintain facility operations. This sequence is predicated upon a list of construction constraints provided in the

design deliverables along with input from the City. The plan will be started at the 30% submittal and updated at the 60 and 90% submittal with input from the City and Hazen. This task will support the MOPO review workshops listed in Task 1.

3.12 VDC Drone Flights and Topographic Mapping – Wharton-Smith staff will perform a drone flight over the facility site to capture site profiles and existing site conditions. Wharton-Smith staff will use this information to support estimating, site utilization, bid quantities and design reviews. Point clouds and CAD deliverables will be provided to the City and Hazen.

Generally, CMAR shall review in-progress design documents, including at a minimum the documents generally described above and provide input and advice to City on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

- Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum of RFI's and change orders.
- Adequacy of details for construction.
- Potential conflicts during construction.
- Ability to coordinate among Subcontractors and Suppliers.
- Coordination between Contract Documents.
- Operability.
- Ability to minimize disruptions to existing operations and maintain plant operations.
- Ability to complete construction connections to existing facilities or utilities.
- Modifications to facilitate commissioning and start-up and/or performance testing.
- Ability of City to operate/maintain the Work in a safe, time and cost-efficient manner when completed.

Task 4 Cost Estimating

4.01 DIW & Supply Wells 60% Design Milestone Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, DIW, supply wells, process equipment, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates. This cost estimate will serve as the Preliminary GMP.

4.02 Membrane WTP Baseline Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc., based on the existing Preliminary Design (30%) Design Milestone. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.

4.03 Membrane WTP 60% Design Milestone Cost Estimate – This task is for the same items outlined in the prior task, but more accurate cost data will be provided as more detail is provided in the design. This cost estimate will serve as the Preliminary GMP.

4.04 Membrane WTP Alternatives Cost Evaluation – Wharton-Smith preconstructions staff will perform conceptual level cost estimates for alternatives in the scope of work to be included in GMP 2 to help the City make informed decisions relating to potential cost and/or schedule savings.

Task 5 Value Engineering

5.01 DIW & Supply Wells 60% Design Milestone Value Engineering Review – Wharton-Smith staff will work with the City and Hazen to identify value engineering (VE) opportunities for reductions in capital and operational costs or refinements in project schedule. Wharton-Smith staff will create a VE log indicating the opportunity and potential capital cost and schedule savings and will discuss with the City at the various design milestone review meetings. Operational cost opportunities will be identified, however, lifecycle cost analysis is excluded from the scope of work. Wharton-Smith staff will provide Hazen with capital cost savings for input into a lifecycle cost analysis. This task will be done concurrently with the constructability review for this design milestone.

5.02 DIW & Supply Wells 90% Design Milestone Value Engineering Review (GMP Development Set) – These tasks are for the same items outlined in prior task but at the 90% design milestone. This task will be done concurrently with the constructability review for this design milestone.

5.03 Membrane WTP 30% Design Milestone Value Engineering Review – Wharton-Smith staff will work with the City and Hazen to identify VE opportunities for reductions in capital and operational costs or refinements in project schedule. Wharton-Smith staff will create a VE log indicating the opportunity and potential capital cost and schedule savings and will discuss with the City at the various design milestone review meetings. Operational cost opportunities will be identified, however, lifecycle cost analysis is excluded from the scope of work. Wharton-Smith staff will provide Hazen with capital cost savings for input into a lifecycle cost analysis. This task will be done concurrently with the constructability review for this design milestone.

5.04 Membrane WTP 60% Design Milestone Value Engineering Review – These tasks are for the same items outlined in prior task but at the 60% design milestone. This task will be done concurrently with the constructability review for this design milestone.

5.05 Membrane WTP 90% Design Milestone Value Engineering Review (GMP Development Set) – These tasks are for the same items outlined in prior task but at the 90% design milestone. This task will be done concurrently with the constructability review for this design milestone.

Task 6 Bidding, Procurement, and GMP

6.01 Long Lead Equipment / Early Work Packages – Wharton-Smith will identify and break-out long lead equipment and early work packages for these scopes to be procured and executed as early as practical so that the overall construction schedule is minimized.

6.02 GMP Development – For each GMP, Wharton-Smith will identify and assemble appropriate work packages from design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions.

Work packages will be assembled with appropriate scopes of work should the City have any goals for involvement of the local and/or small contracting community. Bid packages will be solicited and tracked along with bid question coordination required for issuing addenda. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates at each GMP milestone. This estimate will be submitted as the GMP Proposal for the work.

6.03 Pre-Bid Services – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions. Clarifications/addenda will be issued to bidding parties as needed.

6.04 Receive Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.

6.05 Review Bids and Recommend Award – For each GMP, all of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award, based on the best interest of the City. Final decision is made by the City.

6.06 Risk Register Update – The risk registers for each GMP developed in Task 3 will be updated to ensure the GMP allowances/contingencies are correct. The GMP risk register will have allocations that are agreed upon by all parties. All disbursements are reviewed and approved by the City.

6.07 Draft GMP Assembly – All documents that comprise each GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, risk register contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP. The draft version will be presented to the City for review and comment.

6.08 Final GMP Assembly – Wharton-Smith staff will address all review comments and make necessary adjustments for the final GMP assembly. All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes all schedules, bid documents, subcontractor and

supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.

Task 7 Prequalification of Subcontractors

7.01 DIW & Supply Wells Prequalification – Wharton-Smith staff shall develop a competitive subcontractor prequalification program. Services shall include establishing qualification requirements and licensing. Items such as bonding capacity, insurance coverage, financial stability, safety performance, claims history, and workforce resources will be considered.

7.02 Membrane WTP Prequalification – Wharton-Smith staff shall develop a competitive subcontractor prequalification program. Services shall include establishing qualification requirements and licensing. Items such as bonding capacity, insurance coverage, financial stability, safety performance, claims history, and workforce resources will be considered.

Task 8 Allowances

8.01 Scope or Schedule Addition – A $50,000 allowance has been included in our scope for Wharton-Smith to provide the staff and resources for out-of-scope services and/or schedule extension beyond the 12-month duration for preconstruction services. This allowance line item can only be authorized for use by the City. Please note that this allowance line item is currently exclusive of fee and insurance, which will be applied at the time of allowance usage. Any unused allowance will go back to the City.

8.02 Subsurface Utility Exploration (SUE) – A $25,000 allowance has been included in our scope for Wharton-Smith to provide the necessary field staff and subcontractor services to assist with the subsurface explorations. This allowance line item can only be authorized for use by the City. Please note that this allowance line item is currently exclusive of fee and insurance, which will be applied at the time of allowance usage. Any unused allowance will go back to the City.

Fee Summary: Below is a fee summary for the Scope of Services. A detailed hours and fee table for this phase of the project has been included as an attachment to this scope. Unless otherwise noted, the fee associated with each task line item is assumed to be a lump-sum amount for completion of the associated task.

Description	Fee
Task 1: Pre-Construction Progress Meetings	$214,573
Task 2: Scheduling	$36,668
Task 3: Constructability Review	$141,580
Task 4: Cost Estimating	$145,605
Task 5: Value Engineering	$24,314
Task 6: Cost to Produce Guaranteed Maximum Price (GMP)	$179,866
Task 7: Prequalification of Subcontractors	$9,576
Task 8: Allowances	$75,000
Subtotal	$827,182
Fee (8.75%)	$65,816
Insurance (1.11%)	$8,349
Total	**$901,347**

Item	TASK	QTY	UNIT	Principal-In-Charge	Senior Preconstruction Manager	Senior Project Manager	Senior Superintendent	Director of Estimating	Specialty Estimator	Document Specialist	Administrative Assistant	Quality Manager	Safety Manager	Prequalification Manager	Project Accountant	VDC Manager	VDC Engineer I	WHARTON-SMITH PERSONNEL			SUBCONTRACTOR		
				$186.00	$167.00	$167.00	$168.00	$186.00	$157.00	$84.00	$65.00	$167.00	$140.00	$130.00	$124.00	$127.00	$106.00	HR's	LABOR COST	MISC. COSTS (PRO-RATED)	SUBTOTAL	SUB	COST	$ TOTALS
TASK 1	**PRE-CONSTRUCTION PROJECT MEETINGS**																						
1.01	PROJECT KICKOFF MEETING	1	LS	4	16	4					2							26	4,214	130	4,344			4,344
1.02	DIW & SUPPLY WELLS - 60% DESIGN MILESTONE WORKSHOP	1	EA	4	12	4					1							21	3,481	105	3,586			3,586
1.03	DIW & SUPPLY WELLS - 90% DESIGN MILESTONE (PRE-GMP) WORKSHOP	1	EA	4	12	4					1							21	3,481	105	3,586			3,586
1.04	MEMBRANE WTP - 30% DESIGN MILESTONE WORKSHOP	1	EA	4	12	4					1							21	3,481	105	3,586			3,586
1.05	MEMBRANE WTP - 60% DESIGN MILESTONE WORKSHOP	1	EA	4	12	4					1							21	3,481	105	3,586			3,586
1.06	MEMBRANE WTP - 90% DESIGN MILESTONE (PRE-GMP) WORKSHOP	1	EA	4	16	8												28	4,752	140	4,892			4,892
1.07	MONTHLY PROGRESS MEETINGS	12	EA	12	24	12					12							60	9,024	300	9,324			9,324
1.08	WEEKLY DESIGN REVIEW MEETINGS	34	EA		78													78	13,026	390	13,416			13,416
1.09	MOPO REVIEW WORKSHOP	3	EA		36	18	18											72	12,042	360	12,402			12,402
1.10	ESTIMATE REVIEW MEETINGS	3	EA	3	42	9		12			2							68	11,437	340	11,777			11,777
1.11	PROCUREMENT AND BIDDING WORKSHOP	2	EA		16	4		4			1							25	4,149	125	4,274			4,274
1.12	GMP PHASING WORKSHOP	1	EA	2	16	4		4										26	4,456	130	4,586			4,586
1.13	GMP REVIEW WORKSHOPS	2	EA		24			8										32	5,496	160	5,656			5,656
1.13	FUNDING COORDINATION WORKSHOP	2	EA		4						4							8	928	40	968			968
1.14	PERMITTING COORDINATION WORKSHOP	3	EA		6	2					4							12	1,596	60	1,656			1,656
1.15	SITE VISIT AND INVESTIGATIONS	1	EA	4	16	8	8											36	6,096	180	6,276			6,276
1.16	PROJECT SITE UTILIZATION PLAN	1	EA		8	16	16	4			2							46	7,570	230	7,800			7,800
1.17	COMMUNITY OUTREACH MEETINGS	2	EA	4	16	4				2	4							30	4,512	150	4,662			4,662
1.18	PROJECT MANAGEMENT & ADMINISTRATION	1	LS	60	400	120					60				24			664	104,876	3,320	108,196			108,196
	SUBTOTALS			**109**	**766**	**225**	**42**	**32**	**-**	**2**	**95**	**-**	**-**	**-**	**24**	**-**	**-**	**1,295**	**208,098**	**6,475**	**214,573**	**-**	**-**	**214,573**
TASK 2	**SCHEDULING**																							
2.01	DIW & SUPPLY WELLS - SCHEDULE DEVELOPMENT AND PHASING	1	LS	1	4	4	2											11	1,858	55	1,913			1,913
2.02	DIW & SUPPLY WELLS - 60% DESIGN MILESTONE UPDATE	1	LS	1	2	2	2											7	1,190	35	1,225			1,225
2.03	DIW & SUPPLY WELLS - 90% DESIGN MILESTONE UPDATE (PRE-GMP)	1	LS	1	2	2	2											7	1,190	35	1,225			1,225
2.04	DIW & SUPPLY WELLS - FINAL SCHEDULE UPDATE (AT GMP)	1	LS	1	2	2	2											7	1,190	35	1,225			1,225
2.05	MEMBRANE WTP - SCHEDULE DEVELOPMENT AND PHASING	1	LS	1	16	32	16											65	10,890	325	11,215			11,215
2.06	MEMBRANE WTP - 60% DESIGN MILESTONE SCHEDULE UPDATE	1	LS	1	16	32	16											65	10,890	325	11,215			11,215
2.07	MEMBRANE WTP - 90% DESIGN MILESTONE UPDATE (PRE-GMP)	1	LS	1	8	16	8											33	5,538	165	5,703			5,703
2.08	MEMBRANE WTP - FINAL SCHEDULE UPDATE (AT GMP)	1	LS	1	4	8	4											17	2,862	85	2,947			2,947
	SUBTOTALS			**8**	**54**	**98**	**52**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**212**	**35,608**	**1,060**	**36,668**	**-**	**-**	**36,668**
TASK 3	**CONSTRUCTABILITY REVIEW**																							
3.01	DIW & SUPPLY WELLS - 60% DESIGN MILESTONE CONSTRUCTABILITY REVIEW	1	LS		2	2	2			1		1	1					9	1,395	45	1,440			1,440
3.02	DIW & SUPPLY WELLS - 90% DESIGN MILESTONE CONSTRUCTABILITY REVIEW (GMP DEVELOPMENT SET)	1	LS		2	2	2			1		1	1					9	1,395	45	1,440			1,440
3.03	DIW & SUPPLY WELLS - 100% SUBMITTAL/CONFORMED DOCUMENT REVIEW	1	LS		1	1	1			1								4	586	20	606			606
3.04	DIW & SUPPLY WELLS - MOPO DEVELOPMENT	1	LS		1	1	1			1								4	586	20	606			606
3.05	DIW & SUPPLY WELLS - RISK REGISTER DEVELOPMENT	1	LS	1	2	2	1	1		1								8	1,292	40	1,332			1,332
3.06	MEMBRANE WTP - 30% DESIGN MILESTONE CONSTRUCTABILITY REVIEW	1	LS		40	20	16	8		2		4	4					94	15,592	470	16,062			16,062
3.07	MEMBRANE WTP - 60% DESIGN MILESTONE CONSTRUCTABILITY REVIEW	1	LS		80	40	32	16		2		4	4			16	32	226	35,212	1,130	36,342			36,342
3.08	MEMBRANE WTP - 90% DESIGN MILESTONE CONSTRUCTABILITY REVIEW (GMP DEVELOPMENT SET)	1	LS		60	32	24	12		2		4	4			24	80	242	34,552	1,210	35,762			35,762
3.09	MEMBRANE WTP - 100% SUBMITTAL/CONFORMED DOCUMENT REVIEW	1	LS		16	8	4	2		2								32	5,220	160	5,380			5,380
3.10	MEMBRANE WTP - RISK REGISTER DEVELOPMENT	1	LS	4	20	20	8	8		2		8	4					74	12,320	370	12,690			12,690
3.11	MEMBRANE WTP - MOPO DEVELOPMENT	1	LS		40	40	24											104	17,392	520	17,912			17,912
3.12	VDC DRONE FLIGHTS AND TOPOGRAPHIC MAPPING	1	LS		4	4										20	72	100	11,508	500	12,008			12,008
	SUBTOTALS			**5**	**268**	**172**	**115**	**47**	**-**	**15**	**-**	**22**	**18**	**-**	**-**	**60**	**184**	**906**	**137,050**	**4,530**	**141,580**	**-**	**-**	**141,580**
TASK 4	**COST ESTIMATING**																							
4.01	DIW & SUPPLY WELLS - 60% DESIGN MILESTONE COST ESTIMATE	1	LS	2	2	2	2	4	8			1	1					22	3,683	110	3,793			3,793
4.02	MEMBRANE WTP - BASELINE COST ESTIMATE	1	LS	8	20	20	8	20	120			2	2					200	32,686	1,000	33,686			33,686
4.03	MEMBRANE WTP - 60% DESIGN MILESTONE COST ESTIMATE	1	LS	8	40	40	16	40	240			2	2					388	63,270	1,940	65,210			65,210
4.04	MEMBRANE WTP - ALTERNATIVES COST EVALUATION	1	LS		40	40	12	40	120									252	41,656	1,260	42,916			42,916
	SUBTOTALS			**18**	**102**	**102**	**38**	**104**	**488**	**-**	**-**	**5**	**5**	**-**	**-**	**-**	**-**	**862**	**141,295**	**4,310**	**145,605**	**-**	**-**	**145,605**
TASK 5	**VALUE ENGINEERING**																							
5.01	DIW & SUPPLY WELLS - 60% DESIGN MILESTONE VALUE ENGINEERING REVIEW	1	LS		2	2	2	2	2		1						1	12	1,861	60	1,921			1,921
5.02	DIW & SUPPLY WELLS - 90% DESIGN MILESTONE VALUE ENGINEERING REVIEW	1	LS		2	2	2	2	2		1						1	12	1,861	60	1,921			1,921
5.03	MEMBRANE WTP - 30% DESIGN MILESTONE VALUE ENGINEERING REVIEW	1	LS		16	8	8	4			1						2	39	6,373	195	6,568			6,568
5.04	MEMBRANE WTP - 60% DESIGN MILESTONE VALUE ENGINEERING REVIEW	1	LS		20	20	8	4			1						1	54	8,939	270	9,209			9,209
5.05	MEMBRANE WTP - 90% DESIGN MILESTONE VALUE ENGINEERING REVIEW	1	LS		16	4	4	2			1						1	28	4,555	140	4,695			4,695
	SUBTOTALS			**-**	**56**	**36**	**24**	**14**	**4**	**-**	**5**	**-**	**-**	**-**	**-**	**-**	**6**	**145**	**23,589**	**725**	**24,314**	**-**	**-**	**24,314**
TASK 6	**COST TO PRODUCE GUARANTEED MAXIMUM PRICE (GMP)**																							
6.01	LONG LEAD EQUIPMENT/EARLY WORK PACKAGES	1	LS	8	40	40	8	20	40	4	8							168	27,048	840	27,888			27,888
6.02	GMP DEVELOPMENT	1	LS	16	140	240	24	40	120	8	16							604	98,460	3,020	101,480			101,480
6.03	PRE-BID SERVICES	1	LS		16	16												32	5,344	160	5,504			5,504
6.04	RECEIVE BIDS	1	LS		8	8					8							24	3,192	120	3,312			3,312
6.05	REVIEW BIDS AND RECOMMEND AWARD	1	LS	8	40	60		8	16	4	2							138	22,654	690	23,344			23,344
6.06	RISK REGISTER UPDATE	1	LS	4	20	20	8	8										60	10,256	300	10,556			10,556
6.07	DRAFT GMP ASSEMBLY	1	LS	4	10	6		4			10							34	4,810	170	4,980			4,980
6.08	FINAL GMP ASSEMBLY	1	LS	4	4	4		2			4							18	2,712	90	2,802			2,802
	SUBTOTALS			**44**	**278**	**394**	**40**	**82**	**176**	**16**	**48**	**-**	**-**	**-**	**-**	**-**	**-**	**1,078**	**174,476**	**5,390**	**179,866**	**-**	**-**	**179,866**
TASK 7	**PREQUALIFICATION OF SUBCONTRATORS**																							
7.01	DIW & SUPPLY WELLS PREQUALIFICATION	1	LS		2									8				10	1,374	50	1,424			1,424
7.02	MEMBRANE WTP PREQUALIFICATION	1	LS		8	8								40				56	7,872	280	8,152			8,152
	SUBTOTALS			**-**	**10**	**8**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**48**	**-**	**-**	**-**	**66**	**9,246**	**330**	**9,576**	**-**	**-**	**9,576**
TASK 8	**ALLOWANCES**																							
8.01	SCOPE OR SCHEDULE ADDITION	1	LS															0	-	-	-	N/A	50,000	50,000
8.02	SUBSURFACE UTILITY EXPLORATION (SUE)	1	LS															0	-	-	-	TBD	25,000	25,000
	SUBTOTALS			**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**			**75,000**
TOTAL PRECONSTRUCTION SERVICES				184	1534	1035	311	279	668	33	148	27	23	48	24	60	190	**4564**	**729,362**	**22,820**	**752,182**		**TOTAL**	**827,182**

	MARKUP	**8.75%** 65,816
	INSURANCE	**1.11%** 8,349
		Grand Total **901,347**

Wharton-Smith, Inc.
CONSTRUCTION GROUP

whartonsmith.com
750 Monroe Road | Sanford, FL 32771

October 28, 2026

Miguel Machuca
Purchasing Manager
City of Coral Springs
9500 W. Sample Road
Coral Springs, FL 33065

Re: Standard Hourly Rates

Dear Mr. Machuca,

The following is a breakdown of all operating costs that comprise Wharton-Smith's standard hourly rates. The following costs are additive to the individual's base salary as the burdened hourly rate for all staff:

1. Base Rate: Unburdened hourly rate paid, or salary, to employees.

2. Taxes: Variable and fixed taxes are federal rates paid by Wharton-Smith.

3. Insurance: Cost for Wharton-Smith, as the employer's portion for the employee's health, workers compensation, and other insurance policies.

4. Personal Equipment: Cost of the required equipment for the employee to perform their duties.

5. Vehicle: If assigned a company vehicle, or receive a vehicle allowance, this covers the cost for the vehicle's lease and/or allowance, plus fuel, insurance, and maintenance.

6. Business Tools: Cost of the employee's phone and provider's cellular plan, computer hardware, training costs, and office space and supplies.

7. Safety: Cost for the administration of the safety program and all employee's personnel protective equipment.

8. IT/Software Licensing: This is the cost of the licensing/subscription fees associated with the various software programs used by the employee on a daily basis to carry out project tasks.

9. Annual Increase: For promotions, annual performance increases are factored into the hourly rates.

10. 401k Contribution: This is the percentage of the employee's annual salary that Wharton-Smith contributes, once annually, to the employee's 401k.

11. End of year compensation: Annual payment that is part of the employee's compensation package.

12. Paid Time Off: This is for the employee's salary during periods away from billable project duties, such as mandatory safety and HR training, vacation, personal, bereavement/jury duty, and sick time.

Should you have any questions regarding our standard hourly rates, please contact us.

Very Respectfully,

Jeff Wiley
Wharton-Smith, Inc.

Coral Springs Membrane WTP – Preconstruction Proposal Comments & Questions

City of Coral Springs Comments:

Please our comments below regarding the cost proposal you submitted. Please address these comments and the Thursday this week. If you have any questions, please contact us.

1. Preconstruction Fee

We agree the rates quoted appear to have a multiplier included in them and that multiplier includes profit for each person. Based on that assumption the markup should be deleted. Additionally, the insurance is also included in a multiplier in this range (estimated to be about 3X).

Recommendation: Delete the fee and insurance or request a detailed fee breakdown from the CMAR identifying direct labor, overhead (assumed insurance is here), and profit (assumed at 10%).

WS Response: Unlike engineering firms, we do not operate with multipliers for our labor rates. Our labor rates consist of standard payroll rates plus applicable labor burden and do not include profit, with company level insurance separately identified. Please refer to the attached labor rate breakdown for additional detail.

2. Preconstruction Services and Duration

We believe this services and duration for preconstruction should be lump sum, after the above referenced adjustments. The duration should be extended at the same price if delays beyond the contractor's control are incurred. The proposed scope includes substantial preconstruction involvement, including constructability reviews, value engineering, cost estimating, scheduling, risk management, subcontractor prequalification, long-lead procurement planning, GMP development, and ongoing design coordination. 16-18 months may be appropriate for the duration, but fees only increase with scope addition.

Recommendation: Confirm how additional preconstruction services would be managed if the duration exceeds current assumptions and establish a clear mechanism for authorizing any additional effort.

WS Response: We agree to provide the defined preconstruction services on a lump sum basis for the anticipated duration. Additional compensation would only be requested for Owner authorized changes in scope (major additions) or material schedule extensions

requiring additional preconstruction effort beyond the services contemplated in our proposal.

We suggest including a $50,000 allowance for additional scope or significant schedule extensions (Owner authorized), with any unused balance returned to the City. Our revised proposal has been updated accordingly.

3. Permitting Responsibilities

Several comments focused on the level of permitting support included within the CMAR scope. While the proposal includes permitting workshops and coordination meetings, it is unclear whether permit application support, agency coordination, permit review comment responses, or permitting schedule management are included.

Because permitting is likely to be a critical path item, a lack of clarity regarding responsibilities could create schedule and budget risk.

Recommendation: Add a task specific for permitting for the CMAR to complete prior to contract execution, including expected support during agency review, permit identification tracking, and coordination with regulatory agencies.

WS Response: Task 1.15 has been updated to include permitting support and coordination for the EOR's FDEP and Water Management District permits at no additional cost. WS will coordinate with the City and EOR to track required permits and incorporate key permitting milestones into the project schedule.

Permit fees and associated construction permitting costs will be included in the GMP(s), as applicable, and are not included in the preconstruction services proposal.

4. Utility Investigations and Soft Digs

Questions were raised regarding the development of a GMP without utility verification activities, including soft digs and subsurface utility investigations. The current proposal does not appear to include these services.

Recommendation: Have the contractor include utility verification efforts prior to GMP development to reduce uncertainty, contingency, and potential change orders during construction.

WS Response: We suggest including a $25,000 SUE allowance to supplement the EOR's utility investigation and support additional utility verification prior to GMP development, with any unused balance returned to the City. Our revised proposal has been updated accordingly.

5. Early Work Packages and Procurement Strategy

Comments also requested clarification regarding early work packages, procurement sequencing, and long-lead equipment planning. These activities appear to be contemplated but would benefit from further definition.

Recommendation: Add a task to establish a preliminary procurement and early work package strategy, including identification of long-lead equipment and anticipated GMP packaging.

WS Response: Early work package planning, procurement sequencing, and long-lead equipment identification are included within Tasks 1.11 and 1.12 of our current scope and pricing.

Suggested Path Forward

To advance negotiations and reduce project risk, we recommend requesting the CMAR provide:

A detailed breakdown of the proposed labor, overhead, profit, and risk components.
Addition of permitting task; include responsibilities and assumptions.
Lump sum preconstruction and extend schedule extends beyond 12 months.
A task for utility verification and soft dig activities prior to GMP development.
Addition of preliminary strategy for early work packages, procurement, and phased GMP development.

WS Response: The items identified in the Suggested Path Forward have been addressed in the responses above and incorporated into our revised proposal, as applicable. Please let us know if there are any additional questions or comments.

Agreement with Wharton-Smith, Inc.

Final Audit Report 2026-11-02

Created:	2026-10-30
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAExlS0JXsMIk0FxuqmcRypgVs5OSR5RZ6

"Agreement with Wharton-Smith, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2026-10-30 - 4:30:56 PM GMT- IP address: 199.27.247.2

Document emailed to gwilliams@whartonsmith.com for signature
2026-10-30 - 4:38:07 PM GMT

Miguel Machuca (mmachuca@coralsprings.gov) added alternate signer jwiley@whartonsmith.com. The original signer gwilliams@whartonsmith.com can still sign.
2026-10-30 - 5:33:22 PM GMT- IP address: 199.27.247.2

Document emailed to jwiley@whartonsmith.com for signature
2026-10-30 - 5:33:22 PM GMT

Signer gwilliams@whartonsmith.com entered name at signing as Gregory Williams
2026-11-01 - 7:00:29 PM GMT- IP address: 73.139.112.87

Document e-signed by Gregory Williams (gwilliams@whartonsmith.com)
Signature Date: 2026-11-01 - 7:00:31 PM GMT - Time Source: server- IP address: 73.139.112.87 - Signature Appearance Selected: TYPE

Document emailed to swhitacre@coralsprings.gov for signature
2026-11-01 - 7:00:34 PM GMT

Email viewed by swhitacre@coralsprings.gov
2026-11-02 - 12:05:19 PM GMT- IP address: 73.139.249.213

Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2026-11-02 - 12:07:18 PM GMT- IP address: 73.139.249.213

Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2026-11-02 - 12:07:20 PM GMT - Time Source: server- IP address: 73.139.249.213 - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.

2026-11-02 - 12:07:20 PM GMT

Summary Sheet

Agenda Item: 20.

Meeting Date: November 5, 2026

Subject:
Furnish, Deliver and Discharge of Quicklime (Chad Maraj)

Requested Action:
Request to renew Contract # 24-C-030M; Furnish, Deliver, and Discharge of Quicklime through the Southeast Florida Governmental Purchasing Cooperative Group Bid # 23-36B to **Lhoist North America of Alabama, LLC** of Fort Worth, Texas from November 5, 2026 through October 31, 2029. The not to exceed annual expenditure is $900,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RENEW)

Funding Source:
Approved Operating Budget

Term Or Effective Date:
November 5, 2026 through October 31, 2029

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - Agreement

Background / Description:
The Public Works Utilities Division has an ongoing need for quicklime in the daily operation of the water treatment plant. The City of Tamarac, Florida is the lead agency for the quicklime contract for the Southeast Florida Governmental Purchasing Cooperative Group. Currently, the City is one of twenty-three (23) government agencies participating in this contract. Pooling buying power allows the agencies to establish a contract at a lower price.
For the past three years, the City has utilized Lhoist North America of Alabama, LLC, to provide reliable quicklime supply and delivery services to support ongoing municipal operations. The vendor has demonstrated the ability to meet the City's operational needs through the timely delivery and discharge of materials at designated locations throughout the City. This agreement will ensure the City has access to the materials necessary to support daily operations and maintain required service levels.
The Public Works Department and the Purchasing Division staff recommend renewing Contract # 24-C-030M; Furnish, Deliver and Discharge of Quicklime through the Southeast Florida Governmental Purchasing Cooperative Group Bid # 23-36B to Lhoist North America of Alabama, LLC of Fort Worth, Texas from November 5, 2026 through October 31, 2029. The not to exceed annual expenditure is $900,000.

Presenting:
Chad Maraj

Meeting: November 5, 2026
Department: Financial Services
Initiated By: Ryan Hinsz
DOC ID: 3873

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Furnish, Deliver and Discharge of Quicklime (Chad Maraj)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)

Request to renew Contract # 24-C-030M; Furnish, Deliver, and Discharge of Quicklime through the Southeast Florida Governmental Purchasing Cooperative Group Bid # 23-36B to **Lhoist North America of Alabama, LLC** of Fort Worth, Texas from November 5, 2026 through October 31, 2029. The not to exceed annual expenditure is $900,000.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High Performing and Sustainable Organization
(REQUEST TO RENEW)

ATTACHMENTS: #1 – Agreement

BACKGROUND / DESCRIPTION:

The Public Works Utilities Division has an ongoing need for quicklime in the daily operation of the water treatment plant. The City of Tamarac, Florida is the lead agency for the quicklime contract for the Southeast Florida Governmental Purchasing Cooperative Group. Currently, the City is one of twenty-three (23) government agencies participating in this contract. Pooling buying power allows the agencies to establish a contract at a lower price.

For the past three years, the City has utilized Lhoist North America of Alabama, LLC, to provide reliable quicklime supply and delivery services to support ongoing municipal operations. The vendor has demonstrated the ability to meet the City's operational needs through the timely delivery and discharge of materials at designated locations throughout the City. This agreement will ensure the City has access to the materials necessary to support daily operations and maintain required service levels.

The Public Works Department and the Purchasing Division staff recommend renewing Contract # 24-C-030M; Furnish, Deliver and Discharge of Quicklime through the Southeast Florida Governmental Purchasing Cooperative Group Bid # 23-36B to Lhoist North America of Alabama, LLC of Fort Worth, Texas from November 5, 2026 through October 31, 2029. The not to exceed annual expenditure is $900,000.

AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND LHOIST NORTH AMERICA OF ALABAMA, LLC TO FURNISH, DELIVER, AND DISCHARGE QUICKLIME

THIS AMENDMENT TO AGREEMENT, dated this _____ day of _____, 2026, by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

LHOIST NORTH AMERICA OF ALABAMA, LLC
a foreign limited liability company
5600 Clearfork Main Street, Suite 300
Fort Worth, Texas 76109
(hereinafter "CONTRACTOR")

WHEREAS, on December 20, 2023, based on the City of Tamarac Contract awarded under Bid No. 23-36B, CITY entered into an Agreement with CONTRACTOR to furnish, deliver, and discharge quicklime through October 31, 2026 (the "Agreement"); and

WHEREAS, Section 2.C of the Agreement permits renewal for one (1) additional three (3) year period or up to three (3) additional one (1) year periods, whichever is in the best interest of CITY and the Southeast Florida Governmental Purchasing Cooperative, provided all parties agree to the extension and renewal terms; and

WHEREAS, on November 19, 2025, the City of Tamarac executed Agreement Amendment #1 with CONTRACTOR, renewing its Contract through October 31, 2029, and revising its pricing provisions and schedule, a copy of which is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the parties desire to renew the Agreement through October 31, 2029; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. TERM

The Agreement is hereby renewed for one (1) additional three (3) year term commencing November 1, 2026, and continuing through October 31, 2029, pursuant to Section 2.C of the Agreement and the City of Tamarac Contract, as renewed by Agreement Amendment #1 attached as Exhibit "B," subject to the termination provisions of the Agreement. No renewal options remain under the Agreement or the City of Tamarac Contract following this renewal.

SECTION 3. COMPENSATION

Section 2.B of the Agreement is hereby deleted in its entirety and replaced with the following:

B. CONTRACTOR shall perform the services in and for CITY at the delivered cost per ton set forth for CITY in the City of Tamarac Contract Exhibit A dated October 25, 2025, incorporated in Agreement Amendment #1, attached hereto as Exhibit "B." The Contract Sum includes all labor, materials, and freight charges. Beginning November 1, 2026, and on each November 1 thereafter during the renewal term, pricing shall be adjusted annually by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Series ID CUUR0000SA0, plus one percent (1%), in accordance with amended Subsection 5.1 of the City of Tamarac Contract. The first adjustment shall use the previous twelve (12) month period average of September 2025 through August 2026. CONTRACTOR shall use three (3) decimal places consistent with the data provided by the Bureau of Labor Statistics. Pricing shall remain firm for each annual period, subject to other applicable adjustment provisions of the City of Tamarac Contract.

SECTION 4. SEVERABILITY

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 5. In all other respects, the terms and conditions of the City of Tamarac Contract, as amended by Agreement Amendment #1 attached as Exhibit "B," are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms. In the event of any conflict, the provisions of this Agreement shall control.

SECTION 6. This Amendment to Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and LHOIST NORTH AMERICA OF ALABAMA, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Vanessa Dragutinovic

VANESSA DRAGUTINOVIC
Assistant City Attorney

LHOIST NORTH AMERICA OF ALABAMA, LLC

By: Mark Miller

Print Name: MARK Miller

Title: President & CEO

Exhibit A

Temp Reso #14019
Page 1
Rev. 1 October 3, 2023

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF R-2023-122 Agmt. Lhoist North America of Alabama, LLC THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF TAMARAC, FLORIDA, THIS 16th DAY OF October 2023 Patricia Bates CITY CLERK

CITY OF TAMARAC FLORIDA ESTABLISHED 1963 SEAL BROWARD COUNTY

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #23-36, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH ONE ADDITIONAL THREE-YEAR RENEWAL OPTION, PROVIDING FOR THE EXTENSION AND RENEWAL OF THE AGREEMENTS OR APPROVAL OF ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS IN ACCORDANCE WITH THE PROVISIONS OF THE AWARDED AGREEMENTS, AND EXPENDITURE OF APPROPRIATED FUNDS BY THE CITY MANAGER OR APPROPRIATE CITY OFFICIALS FOR A TOTAL CONTRACT COST TO THE CITY OF TAMARAC OF APPROXIMATELY $2,224,375 FOR THE THREE (3) YEAR TERM OF THE AGREEMENT OR AS DETERMINED BY THE ACTUAL USAGE OF THE PRODUCT UP TO THE BUDGETED AMOUNT, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly

three (23) other members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carmeuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with one additional three (3) year renewal option on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately $2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years

findings of the City Commission and made a specific part of this Resolution; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately $2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) other agencies within the Co-op.

SECTION 4: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for

PASSED, ADOPTED AND APPROVED this 1st day of March 2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ Yes
DIST 1: VICE MAYOR BOLTON Yes
DIST 2: COMM. WRIGHT Yes
DIST 3: COMM. VILLALOBOS Yes
DIST 4: COMM. DANIEL Absent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A: UNIT PRICING PROVIDED IN BID AS OF SEPTEMBER 12, 2023 FOR AWARDED AGENCIES

VENDOR	AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
TABLE 1 -- Type 1 – Pebble Lime					
Lhoist	City of Boynton Beach	1685	$ 446.95	$ 491.65	$ 540.81
Lhoist	Broward County Dist. 1	2100	$ 446.95	$ 491.65	$ 540.81
Lhoist	Broward County Dist. 2	4000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Coral Springs (1)	1550	$ 446.95	$ 491.65	$ 540.81
Lhoist	Town of Davie	750	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Dania Beach	350	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Deerfield Beach	1352	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Fort Lauderdale (2)	14000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Hallandale Beach (3)	1000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Lake Worth Beach	525	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Lauderhill	1825	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Lauderdale	670	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Miami	1150	$ 448.38	$ 493.22	$ 542.54
Lhoist	Village of Palm Springs	600	$ 451.23	$ 496.36	$ 545.99
Lhoist	Village of Palm Springs	600	$ 451.23	$ 496.36	$ 545.99
Lhoist	City of Pompano Beach	2200	$ 446.95	$ 491.65	$ 540.00
Lhoist	City of Riviera Beach	1200	$ 451.23	$ 496.36	$ 545.99
Lhoist	City of Sunrise	2500	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Sunrise	500	$ 446.95	$ 491.65	$ 540.81
Lhoist	Village of Wellington	1330	$ 449.79	$ 494.77	$ 544.25

TABLE 2 -- TYPE 1A – Foundry/ Rice Lime					
Lhoist	City of Delray Beach	3650	$ 446.95	$ 491.65	$ 540.81

Lhoist	City of Hollywood	2400	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Margate	2000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Miami Beach	3000	$ 448.38	$ 493.22	$ 542.54
Lhoist	City of Pembroke Pines	4200	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Tamarac	1500	$ 446.95	$ 491.65	$ 544.25
Lhoist	City of West Palm Beach	5200	$ 449.79	$ 494.77	$ 544.25

TABLE 3 -- TYPE 2 -- Hi CAL Granular					
Lhoist	City of Hollywood	5550	$ 540.55	$ 594.61	$ 654.07
Carmeuse Lime & Stone	City of Hollywood	5550	$ 475.00	$ 498.75	**$ 523.68**

Carmeuse Lime & Stone declined to bid on any items other than Table 3 - Type 2 - Hi Cal Granular

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC., an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 **Adjustment of Price for the Effects of Government Action**: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 **Hardship**: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 **Pricing for Subsequent Renewal Terms**: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or 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 Contractor and its subcontractors 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 Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any 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 Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Lhoist North America of Alabama, LLC.
Dr. Phillip Niemann, President / CEO
5600 Clearfork Main Street, Suite 300
Fort Worth, Texas, 76109

13 Termination

13.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor 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 which 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, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 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.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 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 Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor 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 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.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor 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, Contractor 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 Contractor 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.

23 Public Records

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

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant 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. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, 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 Consultant otherwise complied, shall promptly notify Consultant and Consultant 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. Consultant acknowledges that upon termination of this Agreement by the City for a violation

of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant 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. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

10/12/2023
Date

Levent Sucuoglu, City Manager

10/12/23
Date

ATTEST:

for Kimberly Dillon, CMC
City Clerk

10/12/23
Date

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

10/11/23
Date

ATTEST:

Signature of Corporate Secretary

Lhoist North America of Alabama, LLC.
Company Name

Signature of Dr. Philipp Niemann, President/CEO

Kenneth Cuthrell
Type/Print Name of Corporate Secy.

Dr. Philipp Niemann
Name of President/CEO

(CORPORATE SEAL)

9/21/23
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
: SS
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Philipp Niemann, of Uhlet North America of Alabama, LLC a AL LLC ~~Corporation~~, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 21st day of September, 2023

RACHEL GALVAN
My Notary ID # 128343345
Expires July 30, 2026

Rachel Galvan
Signature of Notary Public
~~State of Florida at Large~~
State of Texas

Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or

☒ DID NOT take an oath.

APPENDIX A

CONTRACTOR PASS REQUEST

THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)

Vendor Name: Southern Tank Transport

Vendor Address:

800 W McNab RD
Fort Lauderdale, FL 33309

1789 Gardner Blvd
Holly Hill, SC 29059

Vendor Contact Name: Matthew Sweatman

Vendor Contact Phone Number: 803-971-2860

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed
Glover Gilley	Pump line from pneumatic tanks
Hayden Gayle	"
Franklyn Ulysses	"
Santos George	"
Jody Gardner	Pump line from pneumatic tanks

Contract Exhibit A - Schedule of Prices

AGENCY	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
Table 1 -- TYPE 1 - Pebble Lime			
City of Boynton Beach	$ 446.95	$ 491.65	$ 540.81
Broward County Dist. 1	$ 446.95	$ 491.65	$ 540.81
Broward County Dist. 2	$ 446.95	$ 491.65	$ 540.81
City of Coral Springs (1)	$ 446.95	$ 491.65	$ 540.81
Town of Davie	$ 446.95	$ 491.65	$ 540.81
City of Dania Beach	$ 446.95	$ 491.65	$ 540.81
City of Deerfield Beach	$ 446.95	$ 491.65	$ 540.81
City of Fort Lauderdale (2)	$ 446.95	$ 491.65	$ 540.81
City of Hallandale Beach (3)	$ 446.95	$ 491.65	$ 540.81
City of Lake Worth Beach	$ 446.95	$ 491.65	$ 540.81
City of Lauderhill	$ 446.95	$ 491.65	$ 540.81
City of North Lauderdale	$ 446.95	$ 491.65	$ 540.81
City of North Miami	$ 448.38	$ 493.22	$ 542.54
Village of Palm Springs	$ 451.23	$ 496.36	$ 545.99
Village of Palm Springs	$ 451.23	$ 496.36	$ 545.99
City of Pompano Beach	$ 446.95	$ 491.65	$ 540.00
City of Riviera Beach	$ 451.23	$ 496.36	$ 545.99
City of Sunrise	$ 446.95	$ 491.65	$ 540.81
City of Sunrise	$ 446.95	$ 491.65	$ 540.81
Village of Wellington	$ 449.79	$ 494.77	$ 544.25
TABLE 2 -- TYPE 1A -- Foundry/ Rice Lime			
City of Delray Beach	$ 446.95	$ 491.65	$ 540.81
City of Hollywood	$ 446.95	$ 491.65	$ 540.81
City of Margate	$ 446.95	$ 491.65	$ 540.81
City of North Miami Beach	$ 448.38	$ 493.22	$ 542.54
City of Pembroke Pines	$ 446.95	$ 491.65	$ 540.81
City of Tamarac	$ 446.95	$ 491.65	$ 544.25
City of West Palm Beach	$ 449.79	$ 494.77	$ 544.25

APPENDIX B

2023 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: https://www.eia.gov/petroleum/gasdiesel/

- Percentages change .5% for every $0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
$1.75	0.00%	$3.00	13.00%
$1.80	1.00%	$3.05	13.50%
$1.85	1.50%	$3.10	14.00%
$1.90	2.00%	$3.15	14.50%
$1.95	2.50%	$3.20	15.00%
$2.00	3.00%	$3.25	15.50%
$2.05	3.50%	$3.30	16.00%
$2.10	4.00%	$3.35	16.50%
$2.15	4.50%	$3.40	17.00%
$2.20	5.00%	$3.45	17.50%
$2.25	5.50%	$3.50	18.00%
$2.30	6.00%	$3.55	18.50%
$2.35	6.50%	$3.60	19.00%
$2.40	7.00%	$3.65	19.50%
$2.45	7.50%	$3.70	20.00%
$2.50	8.00%	$3.75	20.50%
$2.55	8.50%	$3.80	21.00%
$2.60	9.00%	$3.85	21.50%
$2.65	9.50%	$3.90	22.00%
$2.70	10.00%	$3.95	22.50%
$2.75	10.50%	$4.00	23.00%
$2.80	11.00%	$4.05	23.50%
$2.85	11.50%	$4.10	24.00%
$2.90	12.00%	$4.15	24.50%
$2.95	12.50%	$4.20	25.00%

ATTACHMENT A:	PARTICIPATING AGENCIES			
Below is a list of the agencies participating in this bid and their respective delivery locations:				
AGENCY	DELIVERY ADDRESS	CITY / STATE / ZIP	CONTACT	PHONE / EMAIL
Type 1 - Pebble Lime				
City of Boynton Beach	124 E. Woolbright Road	Boynton Beach, Fl: 33435	William Newsome	561-7426593 NewsomeW@bbfl.us
Broward County Dist. 1A	3701 N. State Road 7	Lauderdale Lakes, Fl: 33319	Pedro Berrios	954-831-4115 Office 954-553-0653 Mobile pberrios@broward.org
Broward County Dist. 2A	1390 NE 50th Street	Deerfield Beach, Fl: 33064	Jose Otero	954-831-4115 Office 954-234-1034 Cell jotero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs Fl: 33065	Alvan Jones	954-345-2160 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach, Fl 33004	Nate Costa	954-924-6808 ext. 3616 ncosta@daniabeachfl.gov
Town of Davie	3500 NW 76th Ave	Hollywood, Fl: 33024	Anand Maharaj	954-327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach, Fl: 33442	Bakari Scott	954-480-4388 bscott@deerfieldbeach.com
City of Ft. Lauderdale	949 NW 38th Street	Ft. Lauderdale, Fl:	Cesar Alza	954-828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd. Street	Hallandale Beach, Fl: 33009	J. Fawcett	954-457-1632 jfawcett@cohb.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach:FL	Garry Baker II	561-586-1713 gabaker@lakeworthbeachfl.gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill, Fl:	Marc Celetti	954-730-3057 mceletti@lauderhillfl.gov
City of North Lauderdale	841 NW 71st. Avenue	North Lauderdale:Fl 33068	Neil Buckeridge	954-597-4757 nbuckeridge@nlauderdale.org
City of North Miami	12098 NW11th Avenue	North Miami, Fl:		
Village of Palm Springs	360 Davis Road	Palm Springs, Fl: 33461	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	Boynton Beach, Fl: 33435	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
City of Pompano Beach	301 NE 12th Street	Pompano Beach		954-545-7018
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach, Fl: 33404	David Salas	561-723-2741
City of Sunrise	15400 Watermill Road	Davie, Fl: 33331	Hugo Alagic	954-572-2427 halagic@sunrisefl.gov
City of Sunrise	4350 springtree Drive	Sunrise, Fl: 33351	Jose Alvarez	954-572-2427 jalvarez@sunrisefl.gov
Village of Wellington	1100 Wellington Trace	Wellington, Fl: 33414	Mike Zembrzuski	561-791-4128 mzembrzuski@wellingtonfl.gov
Type 1A - Foundry / Rice Lime				
City of Delray Beach	201 SW 7th Street	Delray Beach, Fl: 33444	Bryan Heller	561-531-0817 hellerb@mydelraybeach.com
City of Hollywood	3441 Hollywood Blvd.	Hollwood, Fl: 33021	Luis Montoya	954-967-4230 lmontoya@hollwoodfl.org
City of Margate	980 NW 66th Ave.	Margate, Fl: 33063	Richard Uber	954-972-0828 ruber@margate.com
City of North Miami Beach	19150 NW 8th Ave	Miami Gardens, Fl: 33169	Carlos Carrazana	786-586-8395 carlos.carrazana@citynmb.com
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines, Fl:	Michael Cepeda	754-260-4505 michael.cepeda@jacobs.com
City of Tamarac	7803 NW 61st. Street	Tamarac, Fl: 33321	Anthony Licata	954-597-3775 / 3777 anthony.licata@tamarac.org
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach, Fl:33401	Lester Galloway / Sandra Feliciano	561-351-4555 lgalloway@wpb.org 561-822-2290 sfeliciano@wpb.org

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30

Exhibit B

AGREEMENT AMENDMENT #1

BETWEEN THE CITY OF TAMARAC

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC

The City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Lhoist North America of Alabama, LLC, an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor"), agree to amend the Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC, that was made and entered into on October 11, 2023, as amended, (the "Agreement") as follows:

1. Pursuant to Section 4. Term of the Agreement, the City and Contractor agree to exercise the renewal option to renew the contract for one additional three (3) year period, beginning November 1, 2026, through October 31, 2029.

2. Contract Exhibit A of the Agreement is hereby replaced in its entirety with the attached Contract Exhibit A, dated October 25, 2025, which shall become effective upon execution of this Amendment.

3. Subsection 5.1 of the Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   "Contract Pricing shall be based on delivered cost per ton. The Contract Sum includes all labor, materials and freight charges. Pricing shall be firm for each year of the Term as indicated in Contract Exhibit A. Beginning November 1, 2026, adjustments to the Contract Sum will be made annually, and adjusted by the percentage change of the CPI-U Series ID CUUR0000SA0, using previous 12-month period average September 2025 - August 2026 plus one percent (1%). Contractor will use three decimal places to be consistent with the data provided by the Bureau of Labor Statistics. These adjustments will occur each November 1st for the remainder of the Term"

4. All other provisions of the Agreement remain in effect as written.

Remainder of Page Intentionally Blank

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Agreement on the respective dates under each signature. The City of Tamarac signing by and through its City Manager, and Lhoist North America of Alabama, LLC, signing by and through its Executive Vice President, duly authorized to execute same.

Initial EH

Initial MA

DS

CITY OF TAMARAC

Signed by: Levent Sucuoglu

Levent Sucuoglu, City Manager

11/19/2025

Date

ATTEST:

Signed by: Kimberly Dillon

Kimberly Dillon, CMC
City Clerk

11/19/2025

Date

Approved as to form and legal sufficiency:

Signed by: Hans Ottinot

Hans Ottinot, City Attorney

11/19/2025

Date

ATTEST:

Kenneth Curtiss, Corporate Secretary

LHOIST NORTH AMERICA OF ALABAMA, LLC

Mark Milner, Executive Vice President

11/4/25

Date

(CORPORATE SEAL)

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
:SS
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Mark Milner, Executive Vice President, Commercial for Lhoist North America of Alabama, LLC, an Alabama limited liability company, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 4th day of Nov, 2025.

Signature of Notary Public
State of Texas at Large

RACHEL GALVAN
My Notary ID # 128343345
Expires July 30, 2026

Rachel Galvan
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☑ DID NOT take an oath.

Docusign Envelope ID: EA445C68-4333-4317-8B2C-476E253ADA30

Contract Exhibit A - Schedule of Prices
October 25, 2025

AGENCY	DELIVERED PRICE (INITIAL TERM)			DELIVERED PRICE (RENEWAL TERM)		
	PER TON YEAR 1	PER TON YEAR 2	PER TON YEAR 3	PER TON YEAR 4	PER TON YEAR 5	PER TON YEAR 6
Table 1 -- TYPE 1 - Pebble Lime						
City of Boynton Beach	$ 448.38	$ 493.22	$ 511.72	Previous Year Price + (CPI-U+ 1%)		
Broward County Dist. 1	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
Broward County Dist. 2	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Coral Springs (1)	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
Town of Davie	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Dania Beach	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Deerfield Beach	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Fort Lauderdale (2)	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Hallandale Beach (3)	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Lake Worth Beach	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Lauderhill	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of North Lauderdale	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of North Miami	$ 448.38	$ 493.22	$ 511.72	Previous Year Price + (CPI-U+ 1%)		
Village of Palm Springs	$ 451.23	$ 496.36	$ 514.98	Previous Year Price + (CPI-U+ 1%)		
Village of Palm Springs	$ 451.23	$ 496.36	$ 514.98	Previous Year Price + (CPI-U+ 1%)		
City of Pompano Beach	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Riviera Beach	$ 451.23	$ 496.36	$ 514.98	Previous Year Price + (CPI-U+ 1%)		
City of Sunrise	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Sunrise	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
Village of Wellington	$ 449.79	$ 494.77	$ 513.33	Previous Year Price + (CPI-U+ 1%)		
City of Delray Beach	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Hollywood	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Margate	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of North Miami Beach	$ 448.38	$ 493.22	$ 511.72	Previous Year Price + (CPI-U+ 1%)		
City of Pembroke Pines	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of Tamarac	$ 446.95	$ 491.65	$ 510.09	Previous Year Price + (CPI-U+ 1%)		
City of West Palm Beach	$ 449.79	$ 494.77	$ 513.33	Previous Year Price + (CPI-U+ 1%)		

City of Coral Springs Amendment to Piggyback Agreement (Partially executed)

Final Audit Report 2026-10-28

Created:	2026-10-28
By:	Ryan Hinsz (rhinsz@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUgFhvsICxvei5-hul3HdbJZrrLvSHSVc

"City of Coral Springs Amendment to Piggyback Agreement (Partially executed)" History

Document created by Ryan Hinsz (rhinsz@coralsprings.gov)
2026-10-28 - 7:44:31 PM GMT- IP address: 199.27.247.2

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-28 - 7:45:14 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-28 - 7:50:48 PM GMT- IP address: 207.45.1.202

Document e-signed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
Signature Date: 2026-10-28 - 7:51:49 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-28 - 7:51:49 PM GMT

Summary Sheet

Agenda Item: 21.

Meeting Date: November 5, 2026

Subject:
Purchase & Installation of Motorola Equipment (Brad Mock)

Requested Action:
Request to amend contract #25-A-026M, purchase and installation of Motorola Equipment to **Motorola Solutions, Inc.** of Chicago, Illinois utilizing the Sourcewell Contract #042021-MOT for a change order to provide and install a Redundant NICE Logging Solution. The change order is no additional cost to the City; and to authorize the Purchasing Manager to approve change orders within the designated procurement authority.
Funding Source: Not Applicable.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AMEND, AUTHORIZE)

Funding Source:
Not Applicable

Placement:
Policy Formation and Direction

Attachments: Summary Sheet
#1 - Second Amendment with Motorola Solutions, Inc.

Background / Description:
The Public Safety radios reached the end of field support by Motorola in December 2023. The need that will be addressed is for the most up to date portable and mobile radios for our law enforcement and fire department personnel. Our law enforcement and fire department personnel are dispatched to routine and high priority, life threatening incidents that require radio communication to perform such duties. These radios are the lifeline between dispatch and our law enforcement and fire department personnel.

On April 14, 2026, the City Commission approved amendment to contract #25-A-026M, purchase and installation of Motorola Equipment to Motorola Solutions, Inc. of Chicago, Illinois utilizing the Sourcewell Contract #042021-MOT. The contract was amended to include a no cost change order for a Converged Location Feed API Integration.

The contract with Motorola Solutions, Inc., will be amended to provide and install a redundant NICE Logging Solution to ensure the reliable storage of all calls and call-related data. This redundancy will maintain recording capabilities in the event of a system failure and allow necessary system upgrades to be completed without interruptions in recording. This solution is essential to prevent gaps in call recordings and ensure continuous access to critical records for operational, compliance, quality assurance, and public records request purposes.

The Police Department and the Purchasing Division staff recommend amending contract #25-A-026M, Purchase and Installation of Motorola Equipment to Motorola Solutions, Inc. of

Chicago, Illinois utilizing the Sourcewell Contract #042021-MOT for a change order to provide and install a Redundant NICE Logging Solution. The change order is no additional cost to the City. Request to authorize the Purchasing Manager to approve change orders within the designated procurement authority.

Presenting:
Brad Mock

Meeting: November 5, 2026
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 3875

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Purchase & Installation of Motorola Equipment (Brad Mock)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to amend contract #25-A-026M, purchase and installation of Motorola Equipment to **Motorola Solutions, Inc.** of Chicago, Illinois utilizing the Sourcewell Contract #042021-MOT for a change order to provide and install a Redundant NICE Logging Solution. The change order is no additional cost to the City. Request to authorize the Purchasing Manager to approve change orders within the designated procurement authority.
Funding Source: Not Applicable
Strategic Goal: An Innovative, High-Performing, and Sustainable Organization
(REQUEST TO AMEND, AUTHORIZE)

PROJECT REVIEWED BY OR INCLUDED IN:

ATTACHMENTS: #1 – Second Amendment with Motorola Solutions, Inc.

BACKGROUND / DESCRIPTION:

The Public Safety radios reached the end of field support by Motorola in December 2023. The need that will be addressed is for the most up to date portable and mobile radios for our law enforcement and fire department personnel. Our law enforcement and fire department personnel are dispatched to routine and high priority, life threatening incidents that require radio communication to perform such duties. These radios are the lifeline between dispatch and our law enforcement and fire department personnel.

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SECOND AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND MOTOROLA SOLUTIONS, INC. FOR THE PURCHASING AND INSTALLATION OF APX PORTABLE RADIOS

THIS SECOND AMENDMENT TO AGREEMENT, dated this _____ day of _____, 2026, by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

MOTOROLA SOLUTIONS, INC.
a foreign corporation
500 West Monroe Street
Chicago, Illinois 60661
(hereinafter "CONTRACTOR")

WHEREAS, on November 6, 2024, based on Sourcewell Contract #042021-MOT, CITY entered into an Agreement with CONTRACTOR to purchase and install APX Portable Radios, as previously amended; and

WHEREAS, on April 14, 2026, CITY and CONTRACTOR entered into the First Amendment to the Agreement to provide programming services at no cost to CITY because the CITY's CAD system required an Application Programming Interface to converge data locations to properly function; and

WHEREAS, the CITY's NICE logger system requires redundancy to properly function; and

WHEREAS, on October 9, 2026, CONTRACTOR provided Proposal No. USFL26P105 for a Redundant NICE Logging Solution, attached hereto as Exhibit "A"; and

WHEREAS, Change Order No. 002 dated October 8, 2026, attached hereto as Exhibit "B", reallocates existing contract funds and revises the annual payment schedule without increasing the total contract price; and

WHEREAS, CITY and CONTRACTOR desire to amend the November 6, 2024, Agreement to provide the Redundant NICE Logging Solution at no additional cost to CITY; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **SCOPE AND PAYMENT CHANGES**

Sections 2.A. and **2.B.** of the Agreement are hereby amended to provide for the additional service of the Redundant NICE Logging Solution described in Exhibit "A", subject to the removal of equipment and services (and the costs related thereto) listed in in Exhibit "B". Exhibits "A" and "B" are incorporated solely as expressly limited herein.

Section 2.F. is amended to provide the following payment schedule:

a. Year 1, an amount not to exceed Four Million Six Hundred Seventy-Three Thousand Nine Hundred Thirty-Five Dollars ($4,673,935.00) (unchanged).

b. Year 2, an amount not to exceed Five Hundred Forty-Seven Thousand Six Hundred Seventy-Three Dollars ($547,673.00).

c. Year 3, an amount not to exceed Two Hundred Forty-One Thousand Eight Hundred Eighty-Two Dollars ($241,882.00).

d. Year 4, an amount not to exceed Two Hundred Twenty-Two Thousand Six Hundred Seventy-Three Dollars ($222,673.00).

e. Year 5, an amount not to exceed Two Hundred Twenty-One Thousand Two Hundred Forty-Four Dollars ($221,244.00). This is a Zero Dollar ($0.00) change order.

Total compensation shall remain an amount not to exceed Five Million Nine Hundred Seven Thousand Four Hundred Seven Dollars ($5,907,407.00).

The Year 2 invoice is payable upon execution of this Second Amendment, subject to the Agreement's applicable invoicing and payment requirements. Payments for Years 3–5 shall resume the annual payment schedule under the Agreement. The scope, specifications, CITY responsibilities, acceptance testing, included warranty and support, and pricing in Exhibit "A" are hereby incorporated herein. No other term or condition or website link contained in Exhibit "A" shall have any force or effect upon the Agreement, the First Amendment, or this Second Amendment.

SECTION 3. SEVERABILITY

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 4. In all other respects, the terms and conditions of the Sourcewell Contract #042021-MOT are hereby ratified and shall remain in full force and effect under this Agreement,

as provided by their terms. In the event of any conflict, the provisions of this Agreement shall control.

SECTION 5. This Second Amendment to Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MOTOROLA SOLUTIONS, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

_____
GEORGIA ELLIOTT, CMC, City Clerk

_____
SCOTT BROOK, Mayor

Approved as to form:

Andrew B. Dunkiel
_____
ANDREW B. DUNKIEL
Deputy City Attorney

MOTOROLA SOLUTIONS, INC.

By: DANIEL SANCHEZ (Oct 20, 2026 15:50:13 EDT)

Print Name: DANIEL SANCHEZ

Title: Territory Vice President

EXHIBIT A

Coral Springs, FL

USFL26P105

NICE Redundant Logging Solution

October 9, 2026

Denise Contreras (954) 723-5433 Denise.contreras@motorolasolutions.com

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2025 Motorola Solutions, Inc All rights reserved.

MOTOROLA SOLUTIONS

Motorola Solutions, Inc
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

October 9, 2026

Coral Springs, FL

2801 Coral Springs Drive

Coral Springs, FL 33065

RE: NICE Logging Solution

Dear Kathy Liriano,

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the Coral Springs, FL quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

- A parallel 18-channel NIR Radio IP logger version AIS 2024.

Motorola Solutions' proposal is conditional upon Coral Springs, FL's acceptance of the terms and conditions included in this proposal, or a negotiated version thereof. Pricing will remain valid for 60 days from the date of this proposal.

Any questions Coral Springs, FL has regarding this proposal can be directed to Denise Contreras, at (954) 723-5433, (denise.contreras@motorolasolutions.com).

Our goal is to provide Coral Springs, FL with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Josh Trifiletti
Area Sales Manager

Motorola Solutions, Inc

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Solution Summary

Coral Springs, FL currently has an 18-channel non-redundant NICE Inform Elite 10 IP Radio Logger that interfaces the Motorola A2024 P25 network via the Archiving Interface Server (AIS) to collect TalkGroup audio and metadata.

The Proposed solution is a parallel 18-channel NIR Radio IP logger version AIS 2026. The parallel logger will be tied to an existing Inform R10 server (S/N 37100401). The Logger will be 1 RU HPE ProLiant DL360/G11 server with Windows Server 2022.

The existing and new IP Radio Loggers will share the LBS.

Motorola will provide a dedicated AIS for the new Logger.

Services include:

- One site visit and two (2) days travel/expenses
- Implementation Services
- Configuration of trunk radio integration
- Remote Project management

NICE IP Logging Recorder

The NICE IP Logging Recorder is a seamless, dedicated solution for recording from IP-based Dispatch Consoles like the MCC 7500E, providing uncompromising reliability and proven Motorola Solutions quality. The NICE IP Logging Recorder sits on the ASTRO 25 system's IP network, is approved for every release, and meets all of the extensive Motorola Solutions' performance specifications required to be implemented on the network.

The NICE IP Logging Recorder is the server that stores all the call control information and vocoded audio packets associated with each call that it receives from the Archiving Interface Server (AIS). The system administrator specifies the talkgroups and conventional channels that are recorded so that the information can be easily retrieved when it is needed.

The AIS is the interface that sits between Coral Springs, FL's radio system and the NICE IP Logging Recorder, making it possible to record calls and call-related data. You need one AIS for each logging recorder. The AIS also monitors the resources specified, passes call-control information to the logging recorder, and redirects audio from monitored channels to the logging recorder.

The NICE IP Logging Recorder has the same capacity as the AIS and can handle up to 120 simultaneous calls, including trunked talkgroups and conventional channels. Types of calls recorded include the following:

- Announcement group calls.
- Site-wide group calls.
- Talkgroup calls.
- Analog and digital conventional calls via a digital conventional channel gateway.
- Emergency on trunking/digital conventional.

NICE Inform Recorder

NICE Inform Recorder spans all forms of Next Generation 9-1-1 communications in a unified solution, including inbound and outbound text messages agnostic to text aggregation solutions or delivery methods – Direct IP, Web Interface or TTY. Tested at Industry collaboration events, NICE Inform Recorder is a future-proof platform designed to comply with National Emergency Number Association's (NENA's) i3 MSRP and the European Emergency Number Association's (EENA's) NG112 standards.

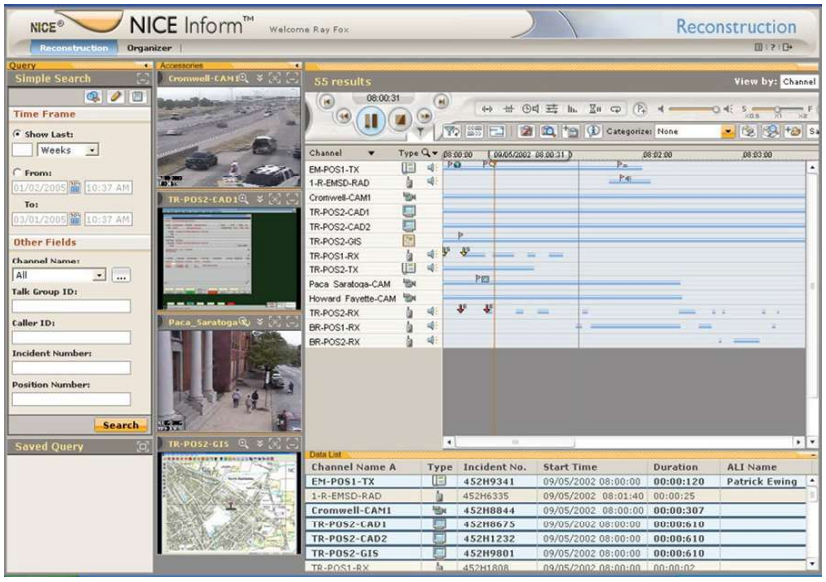


Figure: NICE Inform Recorder

With NICE's advanced solutions and intuitive configuration and administration, users can capture, store, manage and replay calls as soon as the installation is completed. Features include:

- Advanced Call and Radio Transmission Finder – Precision searches leverage expanded metadata captured via Motorola Radio integrations, CAD, D-channel, and other

integrations. Quickly find calls and radio transmissions based on caller ID, duration, date and time, user name, channel ID, call direction, CLI/dialed numbers, Incident ID, Incident type, notes, marked calls, and more.

- Powerful Replay Capability – Instant replay and live monitoring through NICE Inform Verify and NICE Inform Monitor. Supports replay of earlier parts of calls in progress. Variable speed playback and loop replay aid in understanding.
- Highest Security Levels – Roles-based access, AES 256-bit encryption; MD5 fingerprinting, granular user access profiles, web-based admin, and more.
- Open Architecture – support for Windows OS, SQL database, and COTS server chassis.
- Optional Selective Call Deletion – Automatically delete recordings based on retention schedules or set up rules for deletion of marked calls. Retain metadata captured with recordings even after voice or text media is deleted.
- Wide Range of Storage and Archiving Options – Select the storage medium that best meets your cost and efficiency targets. Options include local storage to standard hard drives with a choice of 10 compression algorithms, archiving to SAN/NAS and RDX, central storage to SAN/NAS, or NetApp Snaplock. Define schedules for automated archiving.
- Easy Deployment – Use commercial server hardware, install remotely (option), choose Windows 2012 or Windows 2016.

Statement of Work

This section of the proposal provides complete and detailed information about how Motorola's proposed solution will be implemented. It includes a full description of responsibilities for your organization and Motorola Solutions, and should be regarded as the full and correct description of responsibilities for both your organization and Motorola Solutions.
As a courtesy, we have also provided a brief summary of what the implementation process for each of the technologies in this proposal will look like. These summaries are for representative purposes only. If there are discrepancies between the summaries and the detailed Statement(s) of Work that follow, the detailed Statement(s) of work are intended as the true and binding information.

Motorola is committed to a productive and collaborative partnership with the customer for the installation and configuration of the proposed equipment at specified locations. Motorola will handle the installation of Motorola-supplied equipment, coordinate subcontractor activities, and ensure safe work procedures. They will also provide specifications for system interconnects. The customer is responsible for providing necessary infrastructure, obtaining licenses and permits, and coordinating vendor activities. Motorola assumes that existing sites will meet space and power requirements, and any upgrades or modifications are the customer's responsibility. Motorola will verify assumptions to provide a firm quote and is not responsible for interference unless directly caused by Motorola equipment.

Content under this SOW provides minimal detail for the specified summary goal.

Summary

Motorola is proposing to the customer the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment

• Coral Springs, FL	• One (1) NIR Radio Logger, Licensed for 18 Channels
	• One (1) Tripp Lite 16 Port KVM 19" Rackmount Switch
	• One (1) 19" Rack Shelf
	• One (1) Archiving Interface Server, including:
	  ○ One (1) Z2 G9 Mini workstation PC
	  ○ One (1) USB External DVD Drive
	  ○ One (1) Voice Processing Module
	  ○ One (1) VPM Power Supply mounting kit

The document delineates the general responsibilities between Motorola and Customer as agreed to by contract.

Motorola Responsibilities

Motorola's general responsibilities include the following:

- Install the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with the Customer.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the City with the appropriate system interconnect specifications.

Customer Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General Customer responsibilities include but are not limited to the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- NICE Logging:
  - The City is responsible for providing and installing at minimum four 120V 15A circuits for the NICE DL360 GEN 11 Servers.

- The City is responsible for providing rack space for the new NICE DL360 GEN 11 Servers in the existing NICE equipment cabinet.
- The City is responsible for providing rack space for the new AIS, VPM, and KVM within the rack which hosts the existing AIS PCs.

- Obtain all licensing, site access, or permitting required for project implementation.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all Customer vendors or other contractors.

Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City.
- Any required system interconnections not specifically outlined here will be provided by the City. These may include phone circuits, microwave links, or other connectivity types.
- Sufficient AC Edge PDU outlets are understood to exist to supply AC power to the AIS.
- The City will provide or install a minimum of four 120V AC 15 amp power outlets for the NICE DL360 Gen 11 servers. The NICE servers are dual-fed with AC power and it is recommended that AC outlets feeding each server connect to different Uninterruptible Power Supply (UPS) sources.
- Assumes the City's existing NICE recording solution components are properly functioning.
- No UPS is included in this proposal.
- No training is included in this proposal.
- No new equipment housing is included in this proposal. The AIS and KVM will be installed into an existing equipment rack, and the NICE servers will be installed into an existing 4-post server cabinet.
- No licensed electrician services, AC electrical wiring or Power Distribution Units (PDU's) are included in this proposal.
- The Warranty/Maintenance for the AIS included in this proposal will be added to the Customer's existing Radio Contract.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Preliminary Project Schedule

Motorola's preliminary schedule is a draft for information only. Based upon estimates the total project implementation is estimated to be approximately two (2) months pending supply chain availability and other responsibilities. This assumes that all Customer responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field. A final schedule will be jointly reviewed and completed at the Detailed Design Review.

Acceptance Test Plan – NICE Logger

Following installation the Motorola Solutions implementation team will demonstrate that radio system talkgroup audio and metadata is being captured by both the existing Radio IP Logger and the parallel Radio IP Logger that is being provided as part of this proposal. In addition, the team will demonstrate that audio and metadata that is captured at the new parallel Radio IP Logger can be retrieved from the existing replay clients.

Training

Overview

Training costs are not included in this proposal.

Prior to Implementation, the NICE PM will schedule training (if purchased) at a date mutually agreed upon by all parties.

Please note that cancellations/rescheduling within 15 days of the agreed-upon training date will result in a cancellation fee.

The NICE PM will review the Purchaser requirements for facilitating successful on-site training (if purchased). In general terms, the following will be required:

- Comfortable conditions for the training sessions
- Playback PC workstations connected to the Inform server (in adequate numbers)
- Projector connected to a Playback PC
- A whiteboard or flip chart is desirable

Warranty/Services

Parallel NICE Radio IP Logger

All Motorola Solutions supplied equipment comes with Motorola's standard 12 months warranty.

The warranty/maintenance for the AIS included in this proposal will be added to the Customer's existing Radio Contract, which is not included in this proposal.

One (1) year of NICE Gold warranty with SUAII is provided in this proposal. Upon NICE Gold Warranty expiration, warranty for the NICE equipment will be added to the customer's existing Motorola NICE service agreement.

The services provided as part of the Motorola's coverage of the new NICE equipment include:

- Upgraded standard NICE Gold Service Level to a 2 hour response time
- Includes Remote Monitoring and Dispatch of NICE Equipment
- SUA is included
- Response times are listed in the table below:

Support Coverage (Monitor and Dispatch)	24 hours x 7 days per week			
Onsite Response Time* (hours) Call Back Response Time (hours)	Priority 1	Priority 2	Priority 3	Priority 4
	2	24	48	48
	1	2	24	24

*Onsite Response Times are in effect following the determination that on-site support is required. Repair Parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and parts will be coordinated to coincide.

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

Pricing Summary

Description	Price
Equipment: • One (1) NIR Radio Logger, Licensed for 18 Channels • One (1) Tripp Lite 16 Port KVM 19" Rackmount Switch • One (1) 19" Rack Shelf • One (1) Archiving Interface Server, including: ○ One (1) Z2 G9 Mini workstation PC ○ One (1) USB External DVD Drive ○ One (1) Voice Processing Module ○ One (1) VPM Power Supply mounting kit	$108,661.27
Implementation & Installation / Warranty Services • (1) Year Warranty	$232,958.08
Sourcewell Discount (Equipment Only)	-$16,619.35
Total Price	$325,000.00

Quote is valid for 60 days from the date of this proposal.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Contractual Documentation

PRODUCTS AND SERVICES AGREEMENT

This Products and Services Agreement (this "Agreement") is entered into between Motorola Solutions, Inc, ("Seller" or "Motorola") and the entity set forth in section I(b) ("Customer") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "Party" and collectively as the "Parties".

Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: City of Coral Springs Address: 2801 Coral Springs Dr. Coral Springs, FL 33065 Contact: Kathy Liriano

Transaction Details

(a)	Proposal	Proposal No# USFL26P105 Date: October 9, 2026 Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement ("MCA"), including all applicable addenda, located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola-solutions-customer-agreement-v2.1_4.11.2025.pdf are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer

purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.	
CUSTOMER: By:_____ Print Name:_____ Title:_____ Date:_____	Motorola Solutions, Inc By:DANIEL SANCHEZ (Oct 20, 2026 15:50:13 EDT) Print Name: DANIEL SANCHEZ Title: Territory Vice President Date: 10/20/2026

Andrew B. Dunkiel

EXHIBIT B

MOTOROLA SOLUTIONS

CHANGE ORDER
[002]

Change Order No.	002
Date:	10-8-2026
Project Name:	PURCHASING AND INSTALLATION OF APX PORTABLE RADIOS, #25A-026M
Customer Name:	City of Coral Springs
Customer Support Manager :	Cindee Markes

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Rescope the service dollars previously associated with Years 1-5 of Local Services and Years 2 and 4 of PM to utilize $325,000 to purchase the Redundant NICE Logger Solution (SOW attached).

Original Services:
5 Year Local Services: $325,471 (after discount)
2 Years of PM: $82,169 (after discount)

Remove all Services above (not already provided)and add the following:
Redundant NICE Logger Solution in the amount of $325,000
Future Services to be used prior to contract expiration in the amount of $41,478

Contract # **#25-A-026M** **Contract Date:** **November 6, 2024**

In accordance with the terms and conditions of the contract identified above between City of Coral Springs and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$5,907,407
Previous Change Order Amounts	$0
This Change Order:	$0
New Contract Value:	$5,907,407

Completion Date Adjustments

Original Completion Date:	NA

Current Completion Date prior to this Change Order:	NA
New Completion Date:	NA

MOTOROLA SOLUTIONS

CHANGE ORDER
[002]

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed
Add Redundant NICE Logger Solution in the amount of $325,000 per attachment.

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed
Original Services: 5 Year Local Services: $325,471 (after discount) 2 Years of PM: $82,169 (after discount) Remove all Services above (not already provided) and add the following: Future Services to be used prior to contract expiration in the amount of $41,478

Schedule Changes: *(describe change or N/A)*
NA

Pricing Changes: *(describe change or N/A)*
Original Payment Schedule: Year 1: $4,673,935 Year 2: $329,837 Year 3: $286,899 Year 4: $329,837 Year 5: $286,899 Total Contract Value: $5,907,407 New Payment Schedule: Year 1: No change ($4,673,935) Year 2: $547,673 Year 3: $241,882 Year 4: $222,673 Year 5: $221,244 Total Contract Value: No change ($5,907,407)

Customer Responsibilities: *(describe change or N/A)*
Customer will pay for the Year 2 invoice upon execution of this change order.

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
Year 1: No change ($4,673,935) Year 2: $547,673 Year 3: $241,882 Year 4: $222,673 Year 5: $221,244

MOTOROLA SOLUTIONS

CHANGE ORDER

[002]

Total Contract Value: No change ($5,907,407)

Payment for year 2 will be due upon execution of this change order. Payments for years 3-5 will resume annual payment schedule as outlined in the original contract.

Purchase Order Requirements for this Change Order (select only one).

☐ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

X No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	DANIEL SANCHEZ (Oct 20, 2026 15:50:13 EDT)	By:	
Printed Name:	DANIEL SANCHEZ	Printed Name:	
Title:	Territory Vice President	Title:	
Date:	10/20/2026	Date:	

Andrew B. Dunkiel

Reviewed by: _____ Date: _____

Motorola Solutions Project Manager

Detail by Entity Name

Foreign Profit Corporation
MOTOROLA SOLUTIONS, INC.

Filing Information

Document Number	830046
FEI/EIN Number	36-1115800
Date Filed	05/04/1973
State	DE
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/06/2024
Event Effective Date	NONE

Principal Address

500 West Monroe Street
Chicago, IL 60661

Changed: 05/15/2025

Mailing Address

500 West Monroe Street
Chicago, IL 60661

Changed: 05/15/2025

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/28/2025

Address Changed: 05/21/1992

Officer/Director Detail

Name & Address

Title Chairman & CEO, Director

Brown, Gregory
500 West Monroe Street
Chicago, IL 60661

Title SVP & General Counsel

NIEWARA, James
500 West Monroe Street
Chicago, IL 60661

Title EVP & CFO

Winkler, Jason
500 West Monroe Street
Chicago, IL 60661

Title Assistant Secretary, Tax

Zhou, Xiaolei (Ted)
500 West Monroe Street
Chicago, IL 60661

Annual Reports

Report Year	Filed Date
2025	04/21/2025
2025	05/15/2025
2025	05/28/2025

Document Images

05/28/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
05/15/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/06/2024 -- Amendment	View image in PDF format
03/04/2023 -- ANNUAL REPORT	View image in PDF format
07/06/2022 -- ANNUAL REPORT	View image in PDF format
11/10/2021 -- Amendment	View image in PDF format
10/11/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
03/19/2020 -- ANNUAL REPORT	View image in PDF format
05/31/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
04/05/2018 -- ANNUAL REPORT	View image in PDF format
04/07/2017 -- ANNUAL REPORT	View image in PDF format
09/22/2016 -- Amendment	View image in PDF format
04/02/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format

04/14/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
03/31/2012 -- ANNUAL REPORT	View image in PDF format
04/15/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- Name Change	View image in PDF format
04/16/2010 -- ANNUAL REPORT	View image in PDF format
04/08/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
05/04/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
06/06/2005 -- ANNUAL REPORT	View image in PDF format
05/04/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
07/02/2002 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
09/26/2001 -- REINSTATEMENT	View image in PDF format
04/21/2000 -- ANNUAL REPORT	View image in PDF format
05/04/1999 -- ANNUAL REPORT	View image in PDF format
04/14/1998 -- ANNUAL REPORT	View image in PDF format
05/14/1997 -- ANNUAL REPORT	View image in PDF format
04/08/1996 -- ANNUAL REPORT	View image in PDF format
04/17/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Motorola Solutions, Inc.

DIRECTORS

Gregory Q. Brown (Chairman)

Nicole Anasenes

Kenneth D. Denman

Ayanna M. Howard

Mark E. Lashier

Peter A. Leav

Elizabeth D. Mann

Joseph M. Tucci

EXECUTIVE OFFICERS

Gregory Q. Brown – Chairman and Chief Executive Officer

Kathrine Maher – Corporate Vice President and Chief Accounting Officer

John P. Molloy – Executive Vice President and Chief Operating Officer

Kathryn Moore – Senior Vice President, Human Resources

Rajan S. Naik – Senior Vice President, Strategy and Ventures

James A. Niewiara – Senior Vice President, General Counsel and Chief Administrative Officer

Mahesh Saptharishi – Executive Vice President and Chief Technology Officer

Jason J. Winkler – Executive Vice President and Chief Financial Officer

Cynthia M. Yazdi – Senior Vice President, Chief of Staff to the Chairman and CEO

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA SOLUTIONS, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola Solutions, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. At a meeting of the Board of Directors of the Company held on May 18, 2026 at which a quorum was present and acting throughout, the following resolutions were duly adopted, effective May 18, 2026, have not been amended, and are in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

a. Documents having a value in excess of $50 million in the aggregate over the term of the arrangement; or

b. Documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) outsourcing arrangements, (iii) customer financing extending more than 364 days, (iv) capital expenditures, (v) lease commitments, (vi) agreements and compensatory arrangements applicable to Motorola Solutions Appointed Vice Presidents and above, (vii) litigation and legal claims, (viii) appointing agents and attorneys-in-fact to represent the Company before any customs agency, (ix) financial guarantees, financial surety agreements and financial guarantee undertakings, (x) opening bank accounts, (xi) establishing borrowing relationships on behalf of the Company, and (xii) voting or otherwise dealing with securities owned by the Company. Authority for such Documents is found in the specific resolutions below.

RESOLVED, that the Board has adopted specific resolutions authorizing the signing and execution by Senior Vice Presidents of Documents related to procurement arrangements. Authority for such Documents is found in the specific resolutions below.

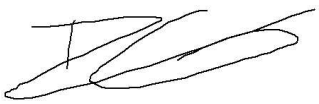
The officers named above are authorized to delegate this signature authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

Name	Title
John Zidar	Senior Vice President, Sales North America Government

IN WITNESS WHEREOF, I have executed this Certificate as of this 11th day of June, 2026.





Rodrigo Olazabal
Assistant Secretary

SOP E-75 DELEGATION OF AUTHORITY

I, John Zidar, Senior Vice President of Motorola Solutions, Inc. ("Company"), do hereby delegate my authority to execute in the name of and on behalf of the Company and Motorola Solutions Canada Inc. ("MSCI"), contract documents (pursuant to Company policy), to the below named and titled individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to approve and execute the following Contract documents:

Customer sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements, subcontractor documents and other contract documents related to North America direct government sales on behalf of **the Company** and **MSCI**.

Region:	**To:**	**Value:**
North America	Danny Sanchez Vice President Sales	$10,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person, shall be effective as of **June 1st, 2026**, and shall expire on **May 31st, 2027**.

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is either assigned a different position within the Company or ceases to be an employee of the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of **June 1st, 2026.**

John Zidar
John Zidar (Jun 2, 2026 13:31:12 EDT)

John Zidar
Senior Vice President, North America Sales
Motorola Solutions, Inc.

Second Amendment with Motorola Solutions, Inc.

Final Audit Report 2026-10-20

Created:	2026-10-20
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMvACvQrU6gNyjHIcMwm4kTKUiq6qzAuJ

"Second Amendment with Motorola Solutions, Inc." History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2026-10-20 - 7:43:44 PM GMT- IP address: 199.27.247.2

Document emailed to DANIEL SANCHEZ (daniel.sanchez@motorolasolutions.com) for signature
2026-10-20 - 7:48:08 PM GMT

Email viewed by DANIEL SANCHEZ (daniel.sanchez@motorolasolutions.com)
2026-10-20 - 7:49:07 PM GMT- IP address: 74.125.209.165

Document e-signed by DANIEL SANCHEZ (daniel.sanchez@motorolasolutions.com)
Signature Date: 2026-10-20 - 7:50:13 PM GMT - Time Source: server- IP address: 208.127.85.120 - Signature Appearance Selected: DRAW

Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2026-10-20 - 7:50:16 PM GMT

Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2026-10-20 - 7:54:42 PM GMT- IP address: 199.27.247.2

Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2026-10-20 - 8:49:22 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-20 - 8:49:22 PM GMT

Summary Sheet

Agenda Item: 22.

Meeting Date: November 5, 2026

Subject:
Technology Related Items and Services (Stephen Dyer)

Requested Action:
Request to amend contract No. 24-H-291M for Technology Related Items and Services utilizing Sourcewell Contract No. 121923 to **CDW Government, LLC** of Vernon Hills, Illinois to extend through February 27, 2029, with the option to renew for two (2) additional one (1) year terms. The estimated annual expenditure is $2,250,000.
Funding Source: Approved Capital and Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO AMEND)

Funding Source:
Approved Capital and Approved Operating Budget

Placement:
Policy Formation and Direction

Attachments: Agenda Memo
1 - CDW Government Agreement
Microsoft Volume Licensing Agreement

Background / Description:
The City has an ongoing need to purchase technology-related items and services throughout the year. The Purchasing Division seeks out the lowest cost methods of procuring these items. Many of the larger states in the United States have created Governmental Co-Operatives and as a cost and time saving measure bid out commonly utilized equipment and services.

The State of Minnesota's Procurement Office through Sourcewell competitively solicited a Request for Proposal for Technology Related Items and Services which was awarded to CDW Government, LLC. By utilizing this cooperative agreement, the City gains access to the competitively solicited pricing. Sourcewell has exercised the first renewal option extending the contract through February 27, 2029.
Some of the current technology projects this contract will be utilized for include the following:

Recurring technology support, maintenance, and software subscriptions:
Approximately $700,000 to $800,000 annually
Microsoft licensing: $945,589 annually, plus applicable license true-up costs
Panasonic and Apple hardware: approximately $150,000 to $250,000 annually
Cybersecurity platforms: approximately $250,000 to $275,000 annually

The Information Technology Department and the Purchasing Division staff recommend amending the contract No. 24-H-291M for the purchase of Technology Related Items and Services utilizing Sourcewell Contract No. 121923 to CDW Government, LLC of Vernon Hills, Illinois to extend the contract through February 27, 2029, with the option to renew for two (2)

additional one (1) year terms. The estimated annual expenditure is $2,250,000.

Presenting:
Stephen Dyer

Meeting: November 5, 2026
Department: Financial Services
Initiated By: Monica Edman
DOC ID: 3879

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Technology Related Items and Services (Stephen Dyer)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to amend contract No. 24-H-291M for Technology Related Items and Services utilizing Sourcewell Contract No. 121923 to **CDW Government, LLC** of Vernon Hills, Illinois to extend through February 27, 2029, with the option to renew for two (2) additional one (1) year terms. The estimated annual expenditure is $2,250,000.
Funding Source: Approved Capital and Approved Operating Budgets.
Strategic Goal: Innovative, High Performing and Sustainable Organization.
(REQUEST TO AMEND)

ATTACHMENTS: #1 - CDW Government Agreement
#2 – Microsoft Volume Licensing Agreement

BACKGROUND / DESCRIPTION:

The City has an ongoing need to purchase technology-related items and services throughout the year. The Purchasing Division seeks out the lowest cost methods of procuring these items. Many of the larger states in the United States have created Governmental Co-Operatives and as a cost and time saving measure bid out commonly utilized equipment and services.

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- Recurring technology support, maintenance, and software subscriptions: approximately $700,000 to $800,000 annually
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The Information Technology Department and the Purchasing Division staff recommend amending the contract No. 24-H-291M for the purchase of Technology Related Items and Services utilizing Sourcewell Contract No. 121923 to CDW Government, LLC of Vernon Hills, Illinois to extend the contract through February 27, 2029, with the option to renew for two (2) additional one (1) year terms. The estimated annual expenditure is $2,250,000.

AMENDMENT TO PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND CDW GOVERNMENT LLC FOR TECHNOLOGY CATALOG EQUIPMENT, PRODUCTS AND SERVICES VIA SOURCEWELL CONTRACT

THIS AMENDMENT TO AGREEMENT, dated this _____ day of _____, 2026, by and between:

CITY OF CORAL SPRINGS
a municipal corporation

9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

CDW GOVERNMENT LLC
a limited liability company
230 North Milwaukee Avenue
Vernon Hills, Illinois 60061
(hereinafter "CONTRACTOR")

WHEREAS, on September 12, 2024, CITY entered into a Piggyback Agreement with CONTRACTOR for Technology Catalog Equipment, Products and Services via Sourcewell Contract No. 121923-CDW (the "Agreement"); and

WHEREAS, Sourcewell and CONTRACTOR executed a Contract Extension on August 17, 2026, and August 20, 2026, respectively, extending Sourcewell Contract No. 121923-CDW from February 27, 2028, through February 27, 2029, a copy of which is attached to this Amendment as Exhibit "A" and incorporated herein; and

WHEREAS, the parties desire to renew the Agreement through February 27, 2029, consistent with the Sourcewell Contract Extension, and to condition further continuation upon renewal or extension of the Sourcewell Contract; and

WHEREAS, CITY and CONTRACTOR desire to provide CITY the right to cancel quoted years or other periods extending beyond the Sourcewell Contract's expiration or termination and to obtain replacement equipment, products, or services from other vendors; and

WHEREAS, CITY and CONTRACTOR desire to add CITY's E-Verify requirements to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. **TERM AND SOURCEWELL CONTRACT**

Section 2 of the Agreement is amended to add the following subsection F:

F. TERM; SOURCEWELL RENEWAL; CANCELLATION OF QUOTED PERIODS

The Agreement is hereby extended through February 27, 2029, consistent with the Sourcewell Contract Extension attached to this Amendment as Exhibit "A" and subject to the termination provisions of the Agreement, as amended herein.

SECTION 3. **E-VERIFY**

Section 2 of the Agreement is amended to add the following subsection G:

G. E-VERIFY

In accordance with Section 448.095, Florida Statutes, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), Florida Statutes.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), Florida Statutes. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination under this Section.

(h) CONTRACTOR shall require each subcontractor to register with and use the E-Verify system to verify the work authorization status of all new employees in accordance with Section 448.095, Florida Statutes.

SECTION 4. SEVERABILITY

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 5. RATIFICATION

In all other respects, the terms and conditions of the Sourcewell Contract and the Agreement are hereby ratified and shall remain in full force and effect, as provided by their terms. In the event of any conflict, the provisions of this Amendment shall control.

SECTION 6. This Amendment to Agreement shall become effective upon approval by the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and CDW GOVERNMENT LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

_____

GEORGIA ELLIOTT, CMC, City Clerk

_____

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

_____

ANDREW B. DUNKIEL

Deputy City Attorney

CDW GOVERNMENT LLC

By: _____

Print Name: Brian Fisher

Title: Director, Program Management

AM

Docusign Envelope ID: A29235B2-756F-845D-8301-D390FFF8A7B0

CONTRACT EXTENSION

Contract Number: 121923-CDW

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

CDWG
230 N Milwaukee Ave

Vernon Hills, Illinois
(Vendor)
60061-4304

have entered into Contract Number: 121923-CDW
for the procurement of: Technology Products and Services with Related Solutions

The Contract has an expiration date of 2028-02-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2029-02-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/17/2026 | 7:44 PM CDT
Date

DocuSigned by:
Joe Simone
533BF056D52C497...
Authorized Signature

Joe Simone
Name

SVP, Sales
Title

8/20/2026 | 9:46 AM CDT
Date

Sourcewell 121923-CITY OF CORAL SPRINGS Amend CDWG signed

Final Audit Report 2026-10-26

Created:	2026-10-26
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8lDhnoZbfdlpuT9ulKw4x9_CRuCrTg1h

"Sourcewell 121923-CITY OF CORAL SPRINGS Amend CDWG signed" History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2026-10-26 - 11:48:55 AM GMT- IP address: 199.27.247.2

Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2026-10-26 - 11:49:26 AM GMT

Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
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Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2026-10-26 - 12:48:37 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-26 - 12:48:37 PM GMT

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5854775

AMD000513999

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Product Selection Form	3223475.006_PSF
Enterprise Amendment	M97 - (59385880)
Enterprise Enrollment (Indirect)	X20-10637

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Coral Springs
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field* Andrew B. Dunkiel

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	59385880
Previous Enrollment number *(Reseller to complete)*	67708169

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

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in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Coral Springs
Contact name: First* Stephen **Middle** **Last*** Dyer
Contact email address* sdyer@coralsprings.gov
Street address* 9500 West Sample Road
City* Coral Springs
State* FL
Postal code* 33065-4104-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 954-344-1106
Tax ID
Work or School (WSA) Account ID sdyer@coralsprings.gov
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Stephen **Middle** **Last*** Dyer
Contact email address* sdyer@coralsprings.gov
Street address* 9500 West Sample Road
City* Coral Springs
State* FL
Postal code* 33065-4104-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 954-344-1106
Work or School (WSA) Account ID sdyer@coralsprings.gov
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Stephen **Middle** **Last*** Dyer
Contact email address* sdyer@coralsprings.gov
Phone* 954-344-1106
Work or School (WSA) Account ID sdyer@coralsprings.gov
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

Physically Submitted

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 2 Corporate Dr Suite 800
City* Shelton
State* CT
Postal code* 06484-6249
Country* United States
Contact name* BrentCameron
Phone* 847-968-0700
Contact email address* brencam@cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	
Printed name*	Santiago Cavazos
Printed title*	Software Contract Specialist
Date*	09/23/2026

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3223475.006

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,218	1,218	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	285
M365 G5 GCC FromSA Renewal	933

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) ı Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) ı Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL ı Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1218	1218	1218	1218

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Amendment to Contract Documents

Enrollment Number

AMD000513999

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7MS-00001	Planner & Project P3 GCC Sub Per User	5	0
7VX-00001	Planner & Project P5 GCC Sub Per User	5	0
6U1-00004	Power BI Premium USL GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	295	0
P3U-00001	Visio P2 GCC Sub Per User	5	0
LML-00001	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5	1,150	363
AAL-48033	M365 G5 FSA Renewal GCC Sub Per User	0	933
AAL-45735	M365 G5 GCC Sub Per User	0	285
91C-00004	Defender + Purview Suite FLW GCC Sub Add-on	0	295
3NS-00004	Exchange Online P2 GCC SU Exchange Online Kiosk Per User	0	295
EP2-24658	M365 Copilot GCC Sub Add-on	30	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-63092	M365 F3 Unified GCC Sub Per User	0	295
VRM-00001	Win OLS Activation User GCC Sub Per User	0	1,218

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Coral Springs
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	67708169	X	X

Summary Sheet

Agenda Item: 23.

Meeting Date: November 5, 2026

Subject:
Fire Equipment, Supplies, and Services (John Whalen)

Requested Action:
Request to approve an increase of the estimated annual expenditure from $1,305,000 to $2,305,000 for Contract # 22-G-301, Fire Equipment, Supplies, and Services through the Lake County, Florida Contract, Bid # 22-730 **Bennett Fire Products Company, Inc.** of Woodstock, Georgia; **Fisher Scientific Company, LLC** of Tampa, Florida; **Henry Schein, Inc.** of Melville, New York; **Municipal Emergency Services, Inc.** of Sandy Hook, Connecticut; **Municipal Equipment Company, LLC** of Orlando, Florida; **North America Fire Equipment Co., Inc.** of Decatur, Alabama; **TechnicalRescue.com, Inc.** of Cooper City, Florida; **Ten-8 Fire and Safety, LLC** of Bradenton, Florida; and **Firefighter One LLC** of Sparta, New Jersey from November 5, 2026 through July 31, 2027.
Funding Source: Approved Capital, Operating, and Grant Funds.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO APPROVE)

Funding Source:
Approved Capital, Operating, and Grant Funds

Term Or Effective Date:
November 5, 2026 through July 31, 2027

Placement:
Policy Formation and Direction

Attachments: Summary Sheet

Background / Description:

The Fire Department has an ongoing need for fire equipment and supplies. Lake County in Central Florida issued an Invitation to Bid # 22-730 to provide fire equipment, supplies, and services on an as-needed basis. On July 26, 2022, Lake County awarded this contract to a pool of eleven (11) responsive and responsible vendors. The awarded contracts include a comprehensive list of manufacturers, each of whom can supply different types of equipment and supplies at discounts from published list prices. This approach provides sourcing flexibility should the lowest cost vendor in any category be unable to supply equipment in a timely manner. The Fire Department is going to procure fire equipment and supplies from this contract, but not services.

The purchase of new self-contained breathing apparatus (SCBA) units is necessary to replace the Fire Academy's existing equipment, which has reached the end of its service life and can no longer adequately support the academy's training needs. Reliable SCBA equipment is essential to protect recruits and instructors while providing realistic, hands-on training that prepares students for the demands of firefighting. Additionally, increasing the Coral Springs Fire Department's inventory of SCBA cylinders is critical to maintaining operational readiness and supporting coordinated responses to large-

scale regional emergencies. Additional cylinders will ensure firefighters have sufficient respiratory protection to sustain extended operations, facilitate personnel rotations, and provide mutual aid to neighboring jurisdictions without compromising local response capabilities. This investment will promote safe and consistent training, reduce equipment-related disruptions, provide recruits with experience using modern respiratory protection equipment, and enhance firefighter safety.

The purchase of new structural firefighting personal protective equipment (PPE) is necessary to replace existing gear that is approaching the 10-year retirement life established by National Fire Protection Association (NFPA). This purchase is part of our planned replacement schedule and supports the timely retirement of aging protective ensembles. Replacing this equipment is required to protect personnel, maintain operational readiness, and ensure continued compliance with NFPA requirements.

The Fire Department and the Purchasing Division staff recommend increasing the estimated annual expenditure of the agreement from $1,305,000 to $2,305,000 for Contract # 22-G-301, Fire Equipment, Supplies, and Services through the Lake County, Florida Contract, Bid # 22-730 Bennett Fire Products Company, Inc. of Woodstock, Georgia; Fisher Scientific Company, LLC of Tampa, Florida; Henry Schein, Inc. of Melville, New York; Municipal Emergency Services, Inc. of Sandy Hook, Connecticut; Municipal Equipment Company, LLC of Orlando, Florida; North America Fire Equipment Co., Inc. of Decatur, Alabama; TechnicalRescue.com, Inc. of Cooper City, Florida; Ten-8 Fire and Safety, LLC of Bradenton, Florida; and Firefighter One LLC of Sparta, New Jersey from November 5, 2026 through July 31, 2027.

Presenting:
Chief John Whalen

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Fire Equipment, Supplies, and Services (Chief John Whalen)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES)

Request to approve an increase of the estimated annual expenditure from $1,305,000 to $2,305,000 for Contract # 22-G-301, Fire Equipment, Supplies, and Services through the Lake County, Florida Contract, Bid # 22-730 **Bennett Fire Products Company, Inc.** of Woodstock, Georgia; **Fisher Scientific Company, LLC** of Tampa, Florida; **Henry Schein, Inc.** of Melville, New York; **Municipal Emergency Services, Inc.** of Sandy Hook, Connecticut; **Municipal Equipment Company, LLC** of Orlando, Florida; **North America Fire Equipment Co., Inc.** of Decatur, Alabama; **TechnicalRescue.com, Inc.** of Cooper City, Florida; **Ten-8 Fire and Safety, LLC** of Bradenton, Florida; and **Firefighter One LLC** of Sparta, New Jersey from November 5, 2026 through July 31, 2027.
Funding Source: Approved Capital, Operating, and Grant Funds.
Strategic Goal: An Innovative, High Performing and Sustainable Organization.
(REQUEST TO APPROVE)

BACKGROUND / DESCRIPTION:

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City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: November 5, 2026

Subject: Fire Equipment, Supplies, and Services

The purchase of new structural firefighting personal protective equipment (PPE) is necessary to replace existing gear that is approaching the 10-year retirement life established by National Fire Protection Association (NFPA). This purchase is part of our planned replacement schedule and supports the timely retirement of aging protective ensembles. Replacing this equipment is required to protect personnel, maintain operational readiness, and ensure continued compliance with NFPA requirements.

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Summary Sheet

Agenda Item: 24.

Meeting Date: November 5, 2026

Subject:
Professional Architecture/Engineering Design Services for Coral Springs Sportsplex (Brad McKeone)

Requested Action:
Request to award LOI #26-A-201, Professional Architecture/Engineering Design Services for Coral Springs Sportsplex to PBK Architects Florida, Inc. of Saint Petersburg, Florida for the initial design phase of thirty percent (30%) design milestone in the amount of $1,171,988. Additional design phases will be awarded contingent upon available funding and approval by the City Commission; and to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget.
Strategic Goal: An Active, Healthy Community.
(REQUEST TO AWARD, AUTHORIZE)

Funding Source:
Approved Capital Budget

Placement:
Policy Formation and Direction

Attachments: Summary Sheet.doc
#1 - Proposer List and Evaluation Committee
#2 - Agreement with PBK Architects Florida, Inc.

Background / Description:
The City requires the services of a qualified and experienced architecture/engineering team to provide professional design services for the Coral Springs Sportsplex. The Parks and Recreations Department is looking to develop the Tom Messenheimer Field by constructing an indoor sports facility as well as optimize the use of the City's Aquatics Complex and Tennis Center.

A scope of services was prepared and included within the Letter of Interest that was solicited to procure the needed services. The Letter of Interest was solicited on March 26, 2026 and a public opening was held on April 29, 2026 at 2:00 p.m. A total of fifteen (15) proposals were received.

The Evaluation Committee met on May 27, 2026 to discuss the proposals received and to set a date to conduct the interview process with firms shortlisted below:

Arquitectonica International Corporation
Currie Sowards Aguila Architects, Inc.
Fawley Bryant Architects, Inc.
Ohlson Lavoie Corporation

PBK Architects Florida, Inc.
The Osborn Engineering Company

Presentations were conducted on June 5, 2026. Afterwards, a post presentation discussion and final voting was held. The Evaluation Committee selected PBK Architects Florida, Inc. (PBK Architects) as top-ranked firm.

PBK Architects possesses extensive experience in planning and designing multipurpose sporting and event centers for municipalities and colleges throughout the country. The firm has successfully designed over 120 sports complexes. Many of the complexes PBK Architects have designed can accommodate various sporting, community, and entertainment events.

The design services will be completed through a phased approach. The initial design phase consists of conceptual and schematic designs, representing the thirty percent (30%) design milestone. This phase establishes the overall site layout, facility programming, design concepts, and preliminary cost estimates. Upon completion of the initial phase, the subsequent phases will be brought before the City Commission for approval.

The Evaluation Committee and the Purchasing Division staff recommend awarding LOI #26-A-201, Professional Architecture/Engineering Design Services for Coral Springs Sportsplex to PBK Architects Florida, Inc. of Saint Petersburg, Florida for the initial design phase of thirty percent (30%) design milestone in the amount of $1,171,988. Additional design phases will be awarded contingent upon available funding and approval by the City Commission. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.

Presenting:
Brad McKeone

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Professional Architecture/Engineering Design Services for Coral Springs Sportsplex (Brad McKeone)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to award LOI #26-A-201, Professional Architecture/Engineering Design Services for Coral Springs Sportsplex to **PBK Architects Florida, Inc.** of Saint Petersburg, Florida for the initial design phase of thirty percent (30%) design milestone in the amount of $1,171,988. Additional design phases will be awarded contingent upon available funding and approval by the City Commission. Request to authorize the Purchasing Manager to approve change orders that are within the designated procurement authority up to $75,000.
Funding Source: Approved Capital Budget
Strategic Goal: An Active, Healthy Community
(REQUEST TO AWARD/AUTHORIZE)

ATTACHMENTS: #1 – Proposer List and Evaluation Committee
#2 – Agreement with PBK Architects Florida, Inc.

BACKGROUND / DESCRIPTION:

The City requires the services of a qualified and experienced architecture/engineering team to provide professional design services for the Coral Springs Sportsplex. The Parks and Recreations Department is looking to develop the Tom Messenheimer Field by constructing an indoor sports facility as well as optimize the use of the City's Aquatics Complex and Tennis Center.

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City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: November 5, 2026

Subject: Professional Architecture/Engineering Design Services for Coral Springs Sportsplex

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PROPOSERS
LOI #26-A-201
PROFESSIONAL ARCHITECTURE/ENGINEERING DESIGN SERVICES FOR CORAL SPRINGS SPORTSPLEX

Arquitectonica International Corporation 2900 Oak Avenue Miami, FL 33133 Contact: Thomas Westberg Phone: (305) 372-1812 Email: mktg@arqit.global	**PBK Architects Florida, Inc.** 101 Paramount Dr., Suite 250 Sarasota, FL 34232 Contact: Steve Padgett Phone: (941) 954-7632 Email: marketing_east@pbk.com
Baker Consulting & Engineering, LLC 219 N. Newnan Street, 2nd Floor Jacksonville, FL 32202 Contact: Tamara Baker Phone: (904) 219-8148 Email: tbaker@bdbjax.com	**Saltz Michelson Architects, Inc.** 3501 Griffin Road Fort Lauderdale, FL 33312 Contact: Charles Michelson Phone: (954) 266-2700 Email: project@saltzmichelson.com
Bermello Ajamil & Partners, LLC 4711 S. Le Jeune Road Coral Gables, FL 33146 Contact: Jose Lugo Phone: (305) 859-2050 Email: jose.lugo@woopert.com	**Song and Associates, Inc.** 1545 Centrepark Drive North West Palm Beach, FL 33401 Contact: Jill Lanigan Phone: (561) 655-2423 Email: jlanigan@songandassociates.com
CPZ Architects, Inc. 4316 West Broward Boulevard Plantation, FL 33317 Contact: Joseph Barry Phone: (954) 792-8525 Email: joe@cpzarchitects.com	**The Osborn Engineering Company** 1111 Superior Ave., Suite 2100 Cleveland, OH 44114 Contact: Scott A. Vura Phone: (216) 861-2020 Email: svura@osborn-eng.com
Currie Sowards Aguila Architects, Inc. 185 NE 4th Avenue, Suite 101 Delray Beach, FL 33483 Contact: Jess Sowards Phone: (561) 276-4951 Email: jess@csa-architects.com	**Walter Zackria Associates, PLLC** 5813 N. Andrews Way Fort Lauderdale, FL 33309 Contact: Abbas H. Zackria Phone: (954) 522-4123 Email: admin@wza-architects.com
Fawley Bryant Architects, Inc. 5391 Lakewood Ranch Blvd. N., Suite 300 Sarasota, FL 34240 Contact: Stu Henderson Phone: (941) 343-4070 Email: codell@fawleybryant.com	**Wannemacher Jensen Architects, LLC** 815 NW 57th Ave., Suite 219 Miami, FL 33126 Contact: Jason Jensen Phone: (727) 822-5566 Email: jason@wjarc.com
Michael Schuster and Associates, Inc. 316 West Fourth Street Cincinnati, OH 45202 Contact: Chris Bujnak Phone: (513) 241-5666 Email: cbujnak@msaarch.com	**Wolfberg Alvarez & Partners, Inc.** 5757 Waterford District Dr., Suite 300 Miami, FL 33126 Contact: Jose Lugo Phone: (305) 666-5474 Email: marcel.morlote@wolfbergalvarez.com
Ohlson Lavoie Corporation 3801 PGA Boulevard, Suite 600 Palm Beach Gardens, FL 33410 Contact: Robert McDonald Phone: (303) 881-9961 Email: rmcdonald@olcdesigns.com	

Evaluation Committee Members

Voting Members:

1) Christine Parkinson, Assistant Director of Communications and Marketing
2) Elizabeth Chang, Zoning Manager
3) Carpelo Jeobaum, Assistant Building Official
4) Kristi Bartlett, Director of Economic Development
5) Michael McNally, Director of Arts and Cultural Enrichment
6) Justin Ellis, Assistant Director of Parks and Recreation
7) Jay Walsh, Assistant Director of Parks and Recreation

Non-Voting Technical Advisors:

1) John Wolfe, Sports Facilities Development
2) Ishan Patel, Sports Facilities Development

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND PBK ARCHITECTS FLORIDA, INC. FOR PROFESSIONAL ARCHITECTURE/ENGINEERING DESIGN SERVICES FOR THE CORAL SPRINGS SPORTSPLEX

THIS AGREEMENT, made and entered into this ____ day of _____, 2026 (hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

PBK ARCHITECTS FLORIDA, INC.
a Florida profit corporation
2714 Dr. ML King Jr. Street North
St. Petersberg, FL 33074
(hereinafter referred to as "CONSULTANT")

WHEREAS, CITY issued a Letter of Intent (LOI 26-A-201), attached hereto and incorporated herein as Exhibit "A", for Professional Architecture/Engineering Design Services for the Coral Springs Sportsplex; and

WHEREAS, the procurement and negotiations pertaining to the services to be performed by CONSULTANT were undertaken in accordance with the CONSULTANT Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes; and

WHEREAS, CITY received proposals from fifteen (15) firms and interviewed six (6) firms; and

WHEREAS, CITY staff has reviewed the proposal submitted by CONSULTANT and recommends that CONSULTANT be selected for the services identified in the Scope of Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Commission concurs with the recommendation of staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

CITY hereby retains CONSULTANT to provide Professional Architecture/Engineering Design Services for the Coral Springs Sportsplex.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONSULTANT to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "B" to be done in accordance with Exhibit "A" and this Agreement.

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 CITY agrees to pay to CONSULTANT according to the phases outlined in Exhibit "A" of the cost proposal. The progress of each phase is contingent upon available funding and approval by the City Commission.

5.02 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.

5.03 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.

5.04 CONSULTANT shall undertake no work, begin any phase, or be entitled to any compensation for the same without express written direction by the CITY.

SECTION 6. TERM OF AGREEMENT

This Agreement shall be effective upon the execution of this Agreement by both parties and shall terminate upon completion of the services required in Section 3, unless otherwise terminated pursuant to Section 7.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONSULTANT must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONSULTANT shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONSULTANT shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONSULTANT has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONSULTANT shall be liable for all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 GENERAL INDEMNITY. The parties agree that one percent (1%) of the total compensation paid to CONSULTANT for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONSULTANT agrees to indemnify, defend, save and hold CITY, its officers and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONSULTANT specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONSULTANT under this Agreement or the breach of this Agreement by CONSULTANT.

8.02 CONSULTANT shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONSULTANT is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under

the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONSULTANT shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

8.06 PROFESSIONAL SERVICES INDEMNITY. For all claims that arise from professional services, to the fullest extent required by law, the CONSULTANT shall indemnify and hold the CITY and the CITY's officers and employees harmless from and against damages, losses and judgments including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CONSULTANT, its employees and its consultants in the performance of professional services under this Agreement. The CONSULTANT's obligation to indemnify professional services does not include a duty to defend. However, the absence of the duty to defend shall not preclude the recovery of reasonable attorneys' where and to the extent such fees are caused by CONSULTANT's negligence.

SECTION 9. SCRUTINIZED COMPANIES

CONSULTANT understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONSULTANT is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONSULTANT understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONSULTANT is 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, as amended, or is engaged in business operations in Syria, that CONSULTANT is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONSULTANT certifies that CONSULTANT and its principals and/or owners 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 Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONSULTANT notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars ($200,000.00) per accident. CONSULTANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Property Damage.
(e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.
(f) Owner’s or Contractor’s Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONSULTANT SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONSULTANTS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONSULTANT. CITY does not in any way represent that the types and amounts of insurance required hereunder

are sufficient or adequate to protect CONSULTANT's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONSULTANT shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONSULTANT shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

SECTION 11. INDEPENDENT CONTRACTOR STATUS

CONSULTANT and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 12. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

SECTION 13. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 14. PERMITS, FEES AND LICENSES

CONSULTANT shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 15. TAXES

CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 16. CONFLICT OF INTEREST

16.01 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONSULTANT or its employees, must be disclosed in writing to CITY.

16.02 CONSULTANT is aware of the conflict-of-interest laws of the Municipal Code of CITY of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

16.03 CONSULTANT warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 17. REPRESENTATIONS AND WARRANTIES

17.01 CONSULTANT represents to CITY that the professional services performed hereunder shall be performed consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances ("the Standard of Care"). CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTNAT makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

17.02 CONSULTANT warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

17.03 CONSULTANT warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONSULTANT is a party.

17.04 CONSULTANT warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

17.05 CONSULTANT warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

17.06 No warranty, express or implied in Articles 17.02 through 17.06 above, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 18. ASSIGNMENT

18.01 CONSULTANT shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY's prior written approval.

18.02 Changes in Staff. CONSULTANT will advise CITY not less than thirty (30) days in advance of any proposed changes in CONSULTANT's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONSULTANT.

SECTION 19. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must 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. 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 non-discrimination clause.

SECTION 21. RECORDS AND AUDIT

21.01 CITY reserves the right to audit the records of CONSULTANT relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of this Agreement.

21.02 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

21.03 CONSULTANT understands, acknowledges and agrees that CONSULTANT shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide 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 or CITY policy.

(3) 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 contract term and following completion of the contract if CONSULTANT does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the service. If CONSULTANT transfers all public records to CITY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

21.04 NONCOMPLIANCE OF CONSULTANT

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONSULTANT of the request, and CONSULTANT must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONSULTANT does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONSULTANT fails to provide the public records to CITY within a reasonable time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONSULTANT to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONSULTANT the reasonable costs of enforcement.

SECTION 22. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 23. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 24. GOVERNING LAW; VENUE

24.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

24.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 25. CONSTRUCTION OF AGREEMENT

25.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

25.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any

applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 26. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 27. FORCE MAJEURE AND APPROPRIATION

27.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

27.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 28. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONSULTANT agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONSULTANT shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONSULTANT shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONSULTANT is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONSULTANT shall terminate any agreement with any subcontractor if CONSULTANT has a good faith belief that the subcontractor is in violation of Section

448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONSULTANT to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONSULTANT's subcontractor knowingly violated this Section, but CONSULTANT have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONSULTANT shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 29. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 30. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

COPY TO: Rob Hunter, Director of Parks and Recreation
City of Coral Springs
2501 Coral Springs Drive
Coral Springs, Florida 33064
Tel: (954) 344-1841
Email: rhunter@coralsprings.gov

CONSULTANT: Steven Padgett, Principal
PBK Architects Florida, Inc.
2714 Dr. ML King Jr. Street North
St. Petersburg, Florida 33074
Tel: (941) 320-3991

SECTION 31. This Agreement shall become effective upon approval by City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PBK ARCHITECTS FLORIDA, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

_____
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

_____
SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel
_____
ANDREW B. DUNKIEL
Deputy City Attorney

PBK ARCHITECTS FLORIDA, INC.

By: _____

Title: Principal, Client Executive

Print Name: Steve Padgett

Miguel Machuca
City of Coral Springs
9500 W. Sample Road
Coral Springs, FL 33065

RE: LOI No. 26-A-201 | A/E Services: Coral Springs Sportsplex
DELEGATION OF AUTHORITY LETTER

Dear Selection Committee,

This letter serves as confirmation that Steve Padgett, AIA is authorized to act on behalf of PBK Architects, Inc. in connection with LOI No. 26-A-201 for Professional Architecture/Engineering Design Services for Coral Springs Sportsplex.

Steve Padgett is specifically authorized to prepare, sign, submit, and negotiate all documents related to this solicitation and to otherwise bind the firm contractually with respect to this procurement.

This authorization shall remain in effect throughout the procurement process unless revoked in writing by the undersigned.

Sincerely,

Ward J. Friszolowski, AIA
President - PBK Architects Florida, Inc.

Detail by Entity Name

Florida Profit Corporation
PBK ARCHITECTS FLORIDA, INC.

Filing Information

Document Number	603450
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Date Filed	03/15/1972
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/18/2025
Event Effective Date	NONE

Principal Address

2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Changed: 01/25/2008

Mailing Address

2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Changed: 01/25/2008

Registered Agent Name & Address

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

Name Changed: 05/03/2024

Address Changed: 05/03/2024

Officer/Director Detail

Name & Address

Title President

FRISZOLOWSKI, WARD J
2714 DR. ML KING JR., ST. N
ST. PETERSBURG, FL 33704

Title Secretary

Tercilla, Rene`
2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Title Treasurer

Johnson, Stephen L
2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Annual Reports

Report Year	Filed Date
2024	01/08/2024
2025	01/03/2025
2026	01/29/2026

Document Images

01/29/2026 -- ANNUAL REPORT	View image in PDF format
07/18/2025 -- Name Change	View image in PDF format
01/03/2025 -- ANNUAL REPORT	View image in PDF format
01/08/2024 -- ANNUAL REPORT	View image in PDF format
03/31/2023 -- Restated Articles	View image in PDF format
03/31/2023 -- Merger	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
12/02/2022 -- Amendment	View image in PDF format
01/10/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
04/15/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
02/28/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/07/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
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01/07/2009 -- ANNUAL REPORT	View image in PDF format

01/25/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/03/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- ANNUAL REPORT	View image in PDF format
01/03/2005 -- ANNUAL REPORT	View image in PDF format
03/24/2004 -- ANNUAL REPORT	View image in PDF format
03/02/2004 -- Amendment and Name Change	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
02/26/1999 -- ANNUAL REPORT	View image in PDF format
01/27/1998 -- ANNUAL REPORT	View image in PDF format
02/10/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
02/01/1995 -- ANNUAL REPORT	View image in PDF format
03/15/1972 -- FILINGS PRIOR TO 1995	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT A

CORAL SPRINGS
EVERYTHING UNDER THE SUN

DATE: March 26, 2026 **LOI NO. 26-A-201**

REQUEST FOR LETTERS OF INTEREST

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive Letters of Interest (L.O.I.) together with the Qualifications Statements and Proposal Form included herein and any other information relative to the experience, expertise or proficiency of the Proposer, through the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings for furnishing the services described below:

PROFESSIONAL ARCHITECTURE/ENGINEERING DESIGN SERVICES FOR CORAL SPRINGS SPORTSPLEX

L.O.I.s must be received no later than 2:00 p.m. local time on Wednesday, April 29, 2026. Physically delivered L.O.I.s will also be accepted. Sealed L.O.I.s must be received and time stamped by the Purchasing Division by the stated time and date. Any L.O.I. received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Offeror is responsible for ensuring electronic files are properly received. Any uncertainty regarding the time an L.O.I. is received will be resolved against the Proposer.

Opening: A public opening will take place at or before 2:15 p.m. in the Commission Chambers located on the first floor of City Hall on the same date.

Questions: Any questions you may have regarding this Letter of Interest can be submitted through the "Question and Answer" tab for the specific project on the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings. The last day to submit questions will be Monday, April 13, 2026, by 5:00 p.m. Questions received after the stated date and time will not be addressed.

CITY reserves the right to reject any or all L.O.I.s, to waive any or all L.O.I.s received, to re-advertise for L.O.I.s, to award in whole or in part to one or more Proposer's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca

Miguel Machuca
Purchasing Manager

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (LOI), City is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the proposed project in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055). Responses to this LOI will be evaluated by a Selection/Negotiation Committee. Firms and entities which did not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration.

This LOI is divided into three (3) sections:

1. Instructions
2. Proposer's Qualifications Form (Standard Form 330)
3. Proposer's Forms, (As referenced in Section XV)

Completed proposals shall be submitted either through the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings or can be physically delivered by enclosing a statement of your firm's qualifications along with the included and requested documents as referenced in Section XV within this solicitation in a sealed envelope. The outside of the envelope shall positively identify the Proposer and the name of this project.

After reviewing all submissions, the evaluation committee may shortlist a minimum of three (3) firms for an interview. In determining whether a firm is qualified, the City shall consider such factors as technical qualifications, experience in designing similar type of projects, quality of completed work, the ability of professional willingness to meet time and budget requirements, location of firm, recent, current, and projected workloads of the firms, and the volume of work previously awarded to each firm. After firms are shortlisted, those firms will be notified by email and advised of date, time, and location of presentation. After presentations, each voting member will indicate their choice of firms in order of preference. **Pricing is not submitted as a part of the evaluation process for submitted qualification statements. The City will be requesting pricing only from the top ranked firm per C.C.N.A. Florida Statute 287.055(5)(a).** The City shall enter into negotiations with the most qualified firm for professional services at a compensation which the City determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. When an agreement is reached between the City and the selected firm, the City Attorney's Office shall prepare a final contract. Should the City and the firm considered to be the most qualified not reach agreement, the negotiations shall be formally terminated before negotiation begins with the second most qualified firm. If an agreement cannot be reached with second most qualified firm, negotiations shall be terminated and the City shall commence negotiations with the third qualified firm. If a contract cannot be negotiated with any of selected firms, the Evaluation Committee will select additional firms based on their ranking to begin negotiations with. Upon completion of successful negotiations, a recommendation for the award of contract will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in Letters of Interest received.

II. STATEMENT OF THE WORK

The City is soliciting qualification statements from experienced and qualified firms or individuals to provide professional architectural and engineering design services for the redevelopment of the Coral Springs Sportsplex. Services shall include, but are not limited to, the preparation of specifications, construction drawings, cost estimates, project administration, and support throughout the procurement process.

The Coral Springs Sportsplex, located at Sportsplex Drive and Royal Palm Boulevard and currently encompassing the Coral Springs Aquatic Complex, is planned for comprehensive redevelopment. The project includes the construction of a 12-court basketball gymnasium, renovation of the existing aquatic complex, and the addition of new community-focused amenities. The upgraded facilities are anticipated to feature food and beverage areas, front-of-house (FOH) and back-of-house (BOH) operations, gathering and congregation spaces, flexible meeting rooms, training and fitness areas, locker rooms, administrative offices, and a family entertainment area. The objective of this redevelopment is to position the Sportsplex as a premier destination capable of hosting major national tournaments while enhancing recreational offerings for the community.

III. SCOPE OF SERVICES

The following is a preliminary scope of work that may be modified during contract negotiations with the selected Design Team. Sports Facilities Company (SFC) is leading this project as Coral Springs' Owner's Representative for the successful goals of Coral Springs with tournament attraction and programming, operations criteria, and a defined scope, schedule, and budget.

Conceptual Design Development

1. Develop conceptual layout options for the sports complex, including building placements, parking, and circulation

2. Prepare preliminary design concepts for all major facilities (indoor and outdoor spaces)

3. Develop design diagrams to show relationships between different areas within the complex

4. Incorporate stakeholder input and ensure community needs are met

5. The project budget and construction delivery process will utilize a CMAR

Schematic Design (SD) 30%

The Design Team shall develop schematic-level design documents that respond to the approved conceptual design and align with the project's functional, spatial, and budgetary goals. This phase is intended to establish the project's foundational layout, systems strategy, and regulatory path forward. Specific scope items shall include:

1. Further evaluation of the project site with civil engineer input to confirm and refine constraints and opportunities. This shall include geotechnical input if available, utility capacity, drainage catchment areas, and preliminary off-site improvements.

2. Space Planning: Defining the functional layout of the project, including the arrangement of rooms, circulation paths, and key functional areas.

3. **NOTE:** Lease spaces will be designed and constructed as a "white box". Tenant space design and fit out will be the responsibility of the tenant.

4. Civil Engineer shall refine the master plan to a schematic-level grading plan, preliminary horizontal and vertical geometry of access roads and parking, utility connection strategy, and stormwater detention/retention approach. Evaluate jurisdictional requirements for water quality and volume control. Develop schematic civil plan sheets as part of the overall design package.

5. Civil Engineering SD Deliverables to refine the Master plan: Schematic-level civil plans shall include:
   (1) Grading and drainage sketch plan
   (2) Preliminary utility layout
   (3) Fire lane access and vehicle turning diagrams (if applicable)
   (4) Stormwater strategy overview and regulatory considerations
   (5) Utility coordination summary with local agencies and providers
   (6) Coordination for adjacent projects as seen in the Master Plan

6. Preliminary Design Drawings: Producing initial drawings that illustrate the basic design, including floor plans, elevations, and sections. These drawings help stakeholders visualize the project and provide feedback. Drawings should include but not be limited to Site Plan, Floor Plans, Preliminary Finish Plans, Roof Plan, Exterior Elevations, Key Building Sections, Major system zones and spatial envelopes for MEP.

7. Early Coordination with delegated design elements such as pre-engineered building systems

8. Material and Systems Selection: Identifying potential materials and building systems that will be used in the project. This helps in understanding the project's feasibility and cost implications.

9. Stakeholder Engagement with Owners Rep: Involving key stakeholders, such as clients, users, and regulatory agencies, to gather input and ensure the design meets their needs and expectations.

10. Regulatory Review: Ensuring the design complies with relevant codes, regulations, and zoning requirements. Provide Presentation materials as needed for review.

Design Development (DD) 60%

The Design Development phase builds upon the approved Schematic Design to define all architectural, engineering, and specialty systems with sufficient detail to confirm budget alignment, regulatory compliance, constructability, and operational functionality. The Design Team shall prepare coordinated design documents, refine systems strategies, and engage with Owner and SFC to validate that the project meets quality, cost, and performance goals.

1. Based on approved SD plans, satisfactorily resolve all review comments from prior design

phases and programming, and further refine the design to include the following revised and additional information.

2. Site Design: coordination of the site plans: building and site layout, utility locations and connections, construction details, lighting and signage, logistics for access and hardscape, landscape, and planting plans.
    (1) Detailed site grading and drainage plans
    (2) Stormwater management system design (including BMPs and detention/retention system)
    (3) Utility plans including domestic water, fire line, sanitary sewer, storm sewer and other private infrastructure like gas and data
    (4) Erosion control measures and construction staging impacts on site circulation
    (5) Design documentation to coordinate site permitting with authorities having jurisdiction

3. Building Design: final building plan configurations and elevation elements for the new construction, renovations and amenity areas including exterior building skin materials and colors , foundation, structural and roof systems incorporating applicable engineered building components, finishes, code compliance, building fenestration and openings, overall dimensions, materials testing requirements, Mechanical/Electrical/Plumbing/Fire design including systems, equipment and calculations, energy and performance modeling, systems review, coordination and integration to include all utilities and controls, FFE, food service, AV, low voltage, and aquatics

4. NOTE: Lease spaces will be designed and constructed as a “white box”. Tenant space design and fit out will be the responsibility of the tenant, unless directed otherwise to add this potential scope

5. Expand specifications to DD level to include civil site work items: excavation, grading, paving, striping, curb and gutter, erosion control, utility trenching, stormwater management components, site lighting, hardscape, amenity areas, dumpsters, and site elements. Integrate systems, controls, products, and procedures for architectural, civil and landscape
    (1) Documents produced in digital format: AutoCAD and pdf
    (2) Conform to current building and fire code requirements for County, State, and any other regulatory authority as required.
    (3) Conduct regular, biweekly, design meetings.
    (4) Review and confirm total original budget from Schematic Design phase review. Review any proposed value-engineering opinions or cost saving items, final strategy and reconcile variances.
    (5) Review any proposed value-engineering opinions or cost saving items, final strategy and reconcile variances.
    (6) Review and confirm sustainability goals and prepare life cycle cost analysis.
    (7) Attend owner and user meetings to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues in the preliminary design.
    (8) Review and respond to all requests for information and submittals in a prompt manner that facilitates on time delivery of the design and construction schedule.

6. Civil Submittals and Coordination: Provide coordination drawings and attend design meetings to

ensure alignment with architectural, landscape, and MEP systems and permitting. Confirm civil system assumptions align with sustainability goals if applicable.

Construction Documents (CD) 100%

The Construction Documents (CD) phase shall translate the approved Design Development documents into a fully coordinated, detailed, and permit-ready set of drawings and specifications. These documents must reflect the final design intent, incorporate all code and operational requirements, and with CMAR to enable accurate bidding and construction without reliance on design clarifications.

1. Based on the approved DD plans, satisfactorily resolve all review comments from prior design phases and prepare and finalize all construction drawings and specifications to include building systems, site utilities and components that will form the basis for the project's Construction Documents sufficiently complete to obtain necessary permits and construct the project.
    (1) Architectural, Structural, MEP/FP
    (2) A/V, F&B, Low Voltage drawings
    (3) Civil
    (4) Landscape/Hardscape Drawings
    (5) Project Manual with specifications formatted in CSI Master Format

2. Incorporate manufacturer requirements and installation details of all major equipment and required FF&E.

3. Ensure integration of specialty systems including Branding, Technology, Audio/Visual, Access Control, Wi-Fi, and Security infrastructure.

4. Branding and Signage will require continued coordination throughout the project with expectation for potential layouts and visuals to assist in the placement and scale for these elements and moments.

5. Prepare bid-ready construction drawings and specifications for issuance to GC/CMAR or multiple bidders. Clearly identify base bid scope, allowances, add/alternate bid items, and contractor coordination responsibilities for FF&E and Owner-Provided Options

6. Clearly define scope of civil-related alternates (e.g., alternate storm system designs or pavement materials), allowances, and contractor responsibilities related to utility connections and jurisdictional permitting.

7. Documents produced in digital format: AutoCAD and pdf, with final design package to include FF&E schedules in Excel format as well for ease of reference.

8. Conduct regular, monthly, design meetings. Participate in Owner/GC/SFC Coordination meetings during pre-construction. Address scope Questions, Construction sequencing challenges, and clarifications needed prior to mobilization. Issue formal Addenda if required to adjust bid scope or respond to pre-bid questions.

9. Prepare and submit permit set(s) as required for jurisdictional approval

10. Respond to all GC RFI's and coordinate design modifications with engineering consultants as

required.

11. Permitting Support: Civil Engineer to prepare documentation and attend meetings required for site development permitting (e.g., grading permits, stormwater NPDES submittals, utility coordination letters). Provide stamped submittals as required.

Construction Administration (CA)

The Construction Administration (CA) phase ensures the project is executed in accordance with the design intent, contract documents, and applicable codes. The Design Team shall remain actively involved throughout construction to support the Owner, SFC, and the General Contractor by responding to questions, reviewing submittals, and participating in site observations and quality control efforts.

1. Attend regular construction meetings (Typically Bi-weekly) in coordination with SFC, Owner, and Contractor

2. Provide ongoing consultation and interpretation of the construction documents as required by General Contractor or CM/GC Team

3. Review and provide written responses for all contractor submittals, shop drawings, and product data. Confirm compliance with design intent, specified materials, and functional requirements. Track and log submittals reviewed and outstanding.

4. Respond to all RFIs in a timely manner (Typically within 5 business days unless expedited). Provide clear, documented interpretations or clarifications of the drawings and specifications. Issue supplemental drawings or architectural sketches when required.

5. Conduct periodic site visits to observe the construction project and verify general conformance with design documents. Minimum one (1) visit per month or as defined by Owner/SFC. Provide written field reports, including photographs, noted deficiencies, and recommendations.

6. Review proposed substitutions or contractor requested changes for compliance with performance, code, and aesthetic requirements. Issue revised drawings or documentation as necessary.

7. Review GC Pay Applications for conformance with construction progress and schedule of values. Provide feedback to Owner/SFC on any discrepancies or concerns

8. Participate in substantial completion inspections and prepare comprehensive punch lists. Conduct one (1) follow-up inspection to verify each punch list completion. Confirm systems installation matches submittals and design intent.

9. Prepare as-built documents based on information in AutoCAD or BIM format or in such other format as the owner requires.

10. Prepare a Facility Maintenance Plan in a format selected by Owner.

11. Assist in project close-out, turnover documents, and establishment of warranties and guarantees.

12. The Project is expected to include all programming elements as shown on the attached programming detail, Exhibit A

13. The Project Concept Master Plan is attached as Exhibit B.

14. Sustainability goals is attached as Exhibit C, this is not a LEED project

15. ASBA standards will be a benchmark

16. All equipment shall be certified by the International Play Equipment Manufacturers Association (IPEMA) and be in accordance with ASTM 1487.

17. All poured-in-place surfacing shall be in accordance with ASTM F2479, and other surfacing shall be in accordance with ASTM 1292.

18. All work to be designed and constructed shall meet the City of Coral Springs codes and standards.
19. Design must meet the safety, design, and construction standards for a quality Coral Springs Sportsplex

Additional Attachments

- Exhibit A – Programming Guide
- Exhibit B – Conceptual Plan Set
- Exhibit C – Sustainability Considerations

IV. L.O.I. SUBMISSION REQUIREMENTS

Submitted proposal shall be organized in the following order and include all the attached forms as well as the requested documents within the solicitation.

1. Submission Requirements

Tab 1. Qualifications & History

Proposers shall provide a description of the firm, including the size, range of activities, financial history, strength & stability. Description shall also incorporate firm-wide experience, honors, awards & recognitions. Include a brief history of the firm and number of years in business. Provide office location(s) including headquarters and location providing primary project management. Describe history of collaboration between prime and sub-consultants. Qualifications for Sub-Consultants shall also be provided. Explain the firm's ability to meet the City's needs given current and projected workloads.

Tab 2. Relevant Experience

Describe firm-wide experience with similar project size, type, and complexity. Elaborate on the firm's experience designing and permitting similar types of facilities. Provide details of previous projects such as name, description, procurement method, project cost and duration. Elaborate on the firm's experience with providing Construction Administration (CA) services on projects of similar scope. Describe reason for change orders and cost/schedule implications to the project.

Also include lessons learned on the project and experiences with subconsultants. Expand on familiarity of CMAR projects, as prime designer, and construction administrator.

Identify experience of project team; primary contact, project manager(s), chief/primary design professional(s) and supervisory personnel who will be assigned to the project. Incorporate organizational chart for project dedicated staff identifying roles and duties. In addition to the Standard Form 330, resumes of each person shall be provided with emphasis on their experience with similar projects. Provide all State of Florida Licenses necessary to perform the requested services. If resumes are not available at the time the proposal is submitted, Proposer's should provide a listing of the qualifications, including education, all applicable licenses, experience, honors, and awards received. Provide documentation for professional associations of which the firm and/or its personnel are members of. Relevant experience for the subcontractor(s) should also be included in this section.

The proposer should use the appropriate reference form to distribute to its reference entity to complete and return to the proposer's attention. The proposer should submit the completed Vendor Reference Verification Form with its response by the solicitation deadline. The City considers references and performance reviews in the evaluation of the Proposer's past performance.

Proposer should provide completed Vendor Reference Verification Forms of projects of similar size and scope where the proposer was the prime consultant and satisfactorily performed within the last five (5) years.

Tab 3. Project Understanding, Key Considerations and Approach for the City of Coral Springs

Proposers must explain the Scope of Services (Section III), as understood by the Proposer, and detail the firm's understanding, key considerations, and approach to the redevelopment of the Coral Springs Sportsplex. Describe your firm's overall method to a project of this nature and why your approach would be the most effective and beneficial to the City. Include a timeline from award to design completion and projected construction duration. Include other information the Proposer may deem advantageous to demonstrate understanding and approach to the work.

Tab 4. Required Forms

In addition to your firm's qualifications, attached to this LOI, are documents referenced in Section XVI that are to also be completed and made part of your LOI submission. Failure to complete the forms may constitute grounds for disqualification of the responding firm from further consideration regarding this project. The Standard Form 330 shall also be included as part of your proposal.

2. Copies of Submission

Physically delivered Letters of Interest will be accepted. **If submitting in person, one (1) sealed original copy and one (1) electronic copy (flash drive)** of the entire Letter of Interest should be submitted to the City of Coral Springs, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, to the attention of Mr. Miguel Machuca, Purchasing Manager. The preferred method of submission would be through the City's E-Procurement Portal via https://procurement.opengov.com/portal/coralsprings.

3. Addenda, Additional Information

The Offeror's Certification form shall be signed by an authorized company representative, dated, notarized, and returned with the Letter of Interest.

Any addenda or answers to questions submitted through the "Question-and-Answer" tab in OpenGov.com supplied by the City to participating Proposers shall become part of this Request for Letters of Interest and the resulting contract.

No negotiations, decisions or actions shall be initiated by the Proposer as a result of or arising from any unauthorized discussions or communications. Contact with any city professional staff, city commissioners, the mayor, or their respective staff other than those in the Purchasing Division during the solicitation, evaluation, and award process regarding their Letter of Interest (LOI) may be grounds for elimination from the selection process. Only those communications which are in writing from the Purchasing Manager may be considered as a duly authorized expression. Also, only communications from Proposers which are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

3. Questions and Answers

The City requires all questions relating to the solicitation to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal via https://procurement.opengov.com/portal/coralsprings. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov.com. Bidders may also click "Follow" on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response through the "Question and Answer" tab via OpenGov.com is considered an addendum.

V. CONTINGENT FEES PROHIBITED

The proposing Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, Consultant or Subconsultant working solely for the Offeror to solicit or secure an 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 the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of an agreement with the City.

VI. INSURANCE

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide CITY with certified copies of all insurance policies providing coverage as required.

2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Professional Liability Insurance in an amount not less than $1,000,000 per occurrence.

(b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) Comprehensive General Liability Insurance with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

3. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be

canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

5. Proposers are required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

VII. INDEMNIFICATION

1. GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer 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 Successful Proposer and other persons employed or utilized by the Successful Proposer in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer agrees to indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees arising out of the infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

VIII. FAMILIARITY OF LAW

Notice is hereby given that the Successful Respondent must be familiar with all federal, state, and local laws, ordinances, rules, codes, and regulations that may affect the work. Ignorance on the part of the Respondent will in no way relieve him from the responsibility of compliance therewith.

IX. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

X. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"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 to 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

XI. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

XII. CONE OF SILENCE

The cone of silence prohibits any communication regarding a particular bid between a potential Offeror, vendor, or lobbyist and the city's professional staff, city commissioners, the mayor, or their respective staffs. The cone of silence does not apply to duly noticed site visits to determine the competency of Offerors during the period between bid opening and the issuance of an award, oral communications at pre-bid conferences, oral presentations before publicly noticed evaluation committee meetings, or during contract negotiations. The cone of silence commences after the advertising of the formal bid or request for proposal. The cone of silence terminates upon award by the city commission.

XIII. EVALUATION OF PROPOSALS

Evaluation Method

The Evaluation Committee will evaluate all offerors received submissions and may then select a short list of not less than three (3) qualified firms. The Evaluation Committee Member will score each received submission based on the overall value of the Proposer's response. The Evaluation Committee will score responses from "1" being the highest ranked proposer, "2" for the second highest ranked proposer, and so on, for the total number of responses under consideration. The firm with lowest combined scores will be deemed as the highest ranked shortlisted proposer.

The Committee's evaluation process will include presentations by the short-listed firms. The Committee will then schedule interviews with the firms to further evaluate the received submission. The Committee will score the presentations utilizing the same methodology as for the shortlisting of the firms. The Proposer with lowest combined score will be deemed as the highest ranked proposer.

Proposals will be selected for an interview prior to an award recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Offerors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful Offeror shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

XIV. SCHEDULE OF EVENTS

The tentative schedule of events, relative to this procurement shall be as follows:

#	Event	Date (on or by)
1	Issuance of Request for Letters of Interest	03/26/2026
2	Deadline for Questions	04/13/2026, 5:00p.m.
2	Opening of Proposals	04/29/2026
3	Proposal Evaluation	TBD
4	Vendor Presentations (if needed)	TBD
5	Contract Negotiations	TBD
6	Award of Contract	TBD
CITY reserves the right to delay scheduled dates		

XV. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH L.O.I.'s

1. The following documents are to be executed, notarized, (if applicable) and submitted as a condition to this Request for Letters of Interest:

   a) Proposal and Offeror's Certification
   b) Certificate of Insurance
   c) Non-Collusive Affidavit
   d) Qualifications Statement
   e) Drug-Free Workplace Certification
   f) Certification Pursuant to F.S. 287.135
   g) Affidavit of Compliance with Foreign Entity of Laws
   h) Cone of Silence Affidavit
   i) Vendor Reference Verification Form
   j) Standard Form 330
   k) Certificates of Insurance
   l) Proof of E-Verify Registration
   m) Copy of Current Professional License(s)
   n) Addenda Cover Page (if issued)

XVI. AWARD OF CONTRACT

The Contract shall be awarded by CITY's Commission to the most qualified, responsible and responsive Offeror(s) for the Proposal(s) whose evaluation by CITY's Evaluation Committee indicates to the CITY that the award will be in the best interests of the CITY.

The Offeror to whom award is made shall execute a written contract prior to Notice of Award. If the Offeror to whom the first award is made fails to enter into a contract as herein provided, the award may be annulled and the contract left to another Offeror who is responsible and responsive in the opinion of CITY. Such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

XVII. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST

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 an Offeror's social, political, or ideological interests when determining if the Offeror is a responsible Offeror. Offerors are further notified that the City's governing body may not give preference to an Offeror based on the Offeror's social, political, or ideological interests.

PROJECT

PROPOSAL

LOI #26-A-201-Professional/Engineering Design Services for Coral Springs Sportsplex

July 09, 2026

via Email mmachuca@coralsprings.gov

PRESENTED TO:

Miguel Machuca
Purchasing Manager
City of Coral Springs, Florida
Purchasing Division
9500 Sample Road
Coral Springs, Florida 33065
{e} mmachuca@coralsprings.gov

PREPARED BY:

Steve Padgett, AIA, NCARB, LEED AP
Principal, PBK Sports Group
[e] steve.padgett@pbk.com
[p] 941.320.3991

July 09, 2026

RE: PROFESSIONAL/ENGINEERING DESIGN SERVICES FOR CORAL SPRINGS SPORTSPLEX

Dear Miguel,

Thank you for allowing the PBK Sports Group the opportunity to submit this proposal for professional design services for the Coral Springs Sportsplex. We firmly grasp the pivotal role that planning plays in the development of an industry-leading sports facility destination and the impact proper planning and strategic design can have on an organization's success. We are committed to collaborating closely with your organization to craft comprehensive plan options. The resulting effort will provide a roadmap for constructing facilities that enhance performance while fostering a culture of excellence and innovation that aligns with the City of Coral Springs needs and objectives.

SCOPE OF WORK

PBK Sports will engage with the City of Coral Springs in the planning, design and construction administration of the Sportsplex and Aquatic Center Renovations. The objective of this exercise is to develop a site that includes phased construction of:

An Indoor Athletic/Event Center that consists of:

Courts:

- 8 indoor basketball courts
- 4 indoor basketball courts with championship seating
- Conversion of 36 indoor pickleball courts
- Conversion of 24 volleyball courts
- Telescopic bleachers systems supporting 4,000 spectators

Meeting Space:

- Pre-function Space
- Ballroom/Meeting Space
- Meeting Area Restrooms

FEC:

- Family Entertainment Center

Fitness Center:

- Fitness Center
- Small Group Exercise Room
- Large Group Exercise Room
- Locker Rooms
- Child Watch Room

Flex Space:

- Lobby/Welcome Area
- Control Room
- Ticket Office
- Manager's Offices
- Office Area
- Catering Kitchen w/Front Concession
- Café Seating Area
- Secondary Concessions
- Flex/Team Rooms

- Ref Rooms
- Training Room
- Restrooms
- Leased Space-Medical

Site Development that consists of:

- Approximately 900 total parking spaces
- Trails
- Open green space
- Setbacks
- On site retention
- Outdoor gathering
- Public art

Indoor Aquatic Facilities:

Aquatics:

- Pool Natatorium/Deck Space
- Olympic 50-Meter Competition Pool
- Diving Well (1M/3M)
- Competition Lap Lane Pool (25 Yard, 10 Lane)
- Deck Seating (2500 Seats)
- Locker Rooms and Restrooms
- Wet/Dry Classrooms/Party Rooms
- Pool Mechanical Room
- Secondary Support Building (Food & Beverage, Storage and Restrooms)

Flex Space:

- Lobby/Welcome Area
- Manager's Offices
- Office Area
- Kitchen
- Café Seating Area
- Secondary Concessions
- Flex/Team Rooms
- Training Room
- Retail
- Restrooms
- Aquatics Family Restrooms/Changing Rooms
- Leased Space-Medical

Outdoor Aquatic Facilities:

- Splashpad
- Existing lap pool
- Existing competition pool
- Existing Competition Warmup Pool
- Existing Dive Well
- Outdoor Fitness Area
- Lawn Space
- Children's Playground
- Secondary Support Building (Food & Beverage, Storage and Restrooms)

Site Development:

- *415 approximate parking spaces*
- Trails
- Open green space
- Setbacks
- On site retention
- Outdoor gathering
- Public art

The project includes the construction of a 12-court basketball gymnasium, renovation of the existing aquatic complex, and the addition of new community-focused amenities. The upgraded facilities are anticipated to feature food and beverage areas, front-of-house (FOH) and back-of-house (BOH) operations, gathering and congregation spaces, flexible meeting rooms, training and fitness areas, locker rooms, administrative offices, and a family entertainment area.

This project has an identified budget of $100m with an assumed construction budget of approximately $82m. Should the scope or project change, we will adjust our scope, fee and schedule accordingly.

INCLUDED SERVICES

The PBK Sports Group will provide programming, planning and conceptual design drawings and renderings. We will work with the Owner, Sports Facilities Company (SFC), Users and Stakeholders as directed by the City of Coral Springs though each phase to build consensus through collaboration, visual communication, and programming and planning documents. We will plan for team meetings to review status updates, seek direction and approvals and to discuss our findings with the stakeholders. We will work together to establish a process for managing community engagement. All of these meetings may be virtual or in-person depending on the phase of work and the availability of the stakeholders.

Our contracted scope will include civil engineering, landscape architecture, Architectural Design, MEP FP, Structural, food service, interior design, FFE coordination, community engagement, audio-visual, technology and low voltage design. Renderings and 3D animations are produced by PBK for visual communication and clarity to the Owner and a Construction Manager for overall design intent, pricing and scheduling.

Permit agencies include: South Florida Water Management District, Sunshine Water Control District, Broward County Traffic Engineering Division, City of Coral Springs Utilities, Florida Department of Environmental Protection, Broward County Environmental Protection, City of Coral Springs.

EXCLUDED SERVICES

Surveys and Geotechnical are not included. Platting services including plat note amendments, NVAL modifications or other platting services are not included.

Civil scope and fee will include design for the roadway to accommodate new access points and items that are impacted by our proposed improvements. The exclusion of utility or roadway improvements was meant to be redesigning the entire road or designing any new utilities within the roadway that are not directly related to our project.

The drainage analysis will contemplate comments from the permitting jurisdictions. Civil will analyze upstream and/or downstream elements that are due to the proposed development. What is excluded is a drainage analysis that is not directly related to our proposed development.

Civil's scope and fee do include common buffers. The exclusion for ROW/Streetscape services was again just meant to not design a new roadway similar to the above comment.

Aquatics and Pool Design (per the previously issued addendum) have been excluded from this phase of work.

Furniture Procurement, storage and Installation is not included in our proposal, but FFE Coordination is included.

While we will be employing sustainable design practices within the project, we are not currently seeking any specific sustainable certification based on LEED, FGBC, Green Globes or any other formal entity. FBC required commissioning is included in the MEP fee schedule as a separate line item.

Threshold inspections will be included in the project but contracted by the Owner. For a tilt wall structure, delegated design will be used for individual panels. For a pre-engineered metal building, PEMB uplift, framing and metal panels are by the PEMB manufacturer.

The Food Service Consultant is anticipating that the Owner will have an internal or external group managing the food service operations. There is an assumption that there will be a Food and Beverage menu created or provided by the Owner or food service operator. We are also anticipating that there will be a hybrid food service model with onsite and/or offsite catering in addition to the onsite cooking. The food service fee will be listed as Not To Exceed (NTE) below until we can get a better understanding of the specific design needs. Once we have that information, we will adjust the fee accordingly.

The design team will provide “Record Drawings” at the conclusion of the project, with a new date, no revision clouds, and delta numbers. The as-built drawings will be provided by the CM.

This proposal is assuming a one design and single phase of construction, Should the design and/or construction be phased, we will review the information with the Owner and make adjustments as needed to the scope, schedule and fee.

Any of these excluded services can be supplemented to this proposal as an additional service upon the request of the Owner.

OWNER PROVIDED ITEMS

The owner will be providing all required surveys, geotechnical borings both in a CADD and PDF format. The City of Coral Springs will provide title work.

Furniture Procurement, storage and Installation are all by Owner.

The City will install water and sewer services within 100 feet of the project site. A lift station is not required.

All permit fees are by the Owner.

The Owner will provide all current applicable municipal architectural design guidelines. The threshold inspections will be provided by the structural engineer but will be under the Owner’s contract. There will be a food service operator involved to help establish a food and beverage menu.

COMPENSATION

The fee is indicated below and is based on an assumed $82m construction budget and a $100m project budget with the program as identified previously in this proposal. Should the scope or

indicated number of meetings increase beyond these agreed terms the fee shall be adjusted accordingly. Invoices will be billed monthly and are due within 30 days of receipt.

A. THE ASSOCIATED BASE SERVICE FEE BY PHASE IS AS FOLLOWS:

***Phase 1**
Conceptual Design (5% of fee) $ 292,996.85
Schematic Design (30%) (15% of fee) $ 878,990.55
Phase 1 Total: $1,171,987.40

***Phase 2**
Design Development (60%) (25% of fee) $1,464,984.25
Phase 2 Total: $1,464,984.25

***Phase 3**
Construction Documents (100%* (25% of fee) $1,464,984.25*Procurement, Bid and Addenda Support (5%) $ 292,996.85
Permitting Support (included above) N/A
Phase 3 Total: $1,757,981.10

***Phase 4**
Construction Administration (20% of fee) $1,171,987.40
Closeout, As-builts, and Maintenance Plan (5% of fee) $ 292,996.85
Phase 4 Total: $1,464,984.25

Total Project Design Fee (100% of fee) $5,859,937.00

*** Each phase of work is contingent upon City approval. The Owner will provide review and approval of each phase in writing prior to the next phase commencing.**

Note: This fee by phase may be altered slightly based on the timing of some of the additional services scope. However, the total project design fee would not be altered based on the fees provided in this draft proposal.

B. REQUIRED DISCIPLINE BREAKOUT:

Civil Engineering	$ 390,000.00
Landscape Architecture	$ 185,000.00
Civil Consultant Sub Total	**$ 575,000.00**
Architecture:	$3,415,504.78
Structural Engineering:	$ 369,243.76
MEP FP:	$ 830,798.46
Basic Service Design	**$4,615,547.00**

Additional Services:

Food Service	$ 129,390.00 (NTE)
Aquatics (excluded from phase 1 per addendum)	NIC
AV/Low Voltage/Technology:	$ 200,000.00 (NTE)
Site Lighting	$ 30,000.00
Dock/Pedestrian Bridge Design:	$ 20,000.00
Code Required Building Commissioning	$ 40,000.00
FFE Coordination:	$ 100,000.00 (NTE)
Branding/Signage:	$ 150,000.00
Cost Estimating:	incl. in basic services

Phase I Design Summary Fee Totals:

Civil Consultant Sub Total	$ 575,000.00
Basic Service Sub Total Phase I Design	$4,615,547.00
Food Service Sub Total	$ 129,390.00 (NTE)
Aquatics	NIC
AV/Low Voltage/Technology	$ 200,000.00 (NTE)
Site Lighting	$ 30,000.00
Dock/Pedestrian Bridge Design:	$ 20,000.00
Code Required Building Commissioning	$ 40,000.00
FFE Coordination	$ 100,000.00 (NTE)
Branding/Signage	$ 150,000.00
Cost Estimating	incl. in basic services
Phase I Design Grand Total	**$5,859,937.00**

C. REQUESTED LINE ITEMS

Base fee by phase and discipline	included above
Reimbursables Allowance	$60,000.00
Hourly rate schedule	See attached for PBK
Additional services schedule*	See below
Permitting, meetings, and stakeholder workshop allowance	included in fee above
CA Site visits, meetings, submittal, RFI, pay app review assumptions	included in fee above
Separate Alternates for clearly optional items	See add services below
Clearly Stated Exclusions	included above
Clearly stated owner-provided items	included above

**Reimbursables will be submitted with back up and in an approved format required by the City. We will notify the Owner should we get close to meeting the approved reimbursables allowance.*

ADDITIONAL SERVICE FEES

(There would be no additional services without prior written authorization by the Owner.)

As this is a draft proposal, we would entertain an conversation about the scope and fees for your project and make any necessary changes if there needs to be any revisions based on clarifications, scope or budget changes or misunderstandings.

On behalf of the entire Sports Group at PBK, would like to thank you for this opportunity. If you have any questions, please do not hesitate to call or email me.

Sincerely,

Steve Padgett, AIA, NCARB, LEED AP
Principal | PBK Sports Group

cc: Sean Plunkett, AIA, NCARB, RA, LEED AP
Managing Principal | PBK Sports Group

Agreement with PBK Architects Florida, LLC

Final Audit Report 2026-07-30

Created:	2026-07-30
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1Y3VUYVPO6LhPcyZHonR5GB7I9Z16TPj

"Agreement with PBK Architects Florida, LLC" History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2026-07-30 - 7:48:12 PM GMT- IP address: 199.27.247.2

Document emailed to Andrew Dunkiel (adunkiel@coralsprings.gov) for signature
2026-07-30 - 7:51:34 PM GMT

Email viewed by Andrew Dunkiel (adunkiel@coralsprings.gov)
2026-07-30 - 8:10:28 PM GMT- IP address: 166.205.183.12

Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2026-07-30 - 8:11:27 PM GMT - Time Source: server- IP address: 140.248.0.25 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-30 - 8:11:27 PM GMT

Summary Sheet

Agenda Item: 25.

Meeting Date: November 5, 2026

Subject:
Clinic Services (Kathy Reul)

Requested Action:
Request to ratify and amend Contract #24-A-136NC for Clinic Services to Medical Risk Solutions, LLC of Ocoee, Florida to administer the City's Live Well Program. The additional services will increase this year's expenditure by $704,200, going from $1,576,000 to $2,280,200. There will be a 4.6% increase for year two through year four of the contract term to administer the Live Well Program.
Funding Source: Approved Operating Budget.
Strategic Goal: An Innovative, High-Performing and Sustainable Organization.
(REQUEST TO RATIFY, AMEND)

Funding Source:
Approved Operating Budget

Placement:
Policy Formation and Direction

Attachments: Summary Sheet.doc
#1 - Amendment with Medical Risk Solutions, LLC

Background / Description:
The Human Resources Department is continually seeking process improvements to employee health care benefits and to cut costs. Our Employee Health and Wellness Center has been a successful model since implementation in 2020 by providing employees and dependents with affordable, accessible, and high-quality primary and preventative care in combination with targeted disease management and health improvement programs.

On April 17, 2024, the City Commission awarded the contract for Clinic Services to Medical Risk Solutions, LLC to administer the City's Employee Health and Wellness Center. To further enhance the City's employee health and wellness initiatives, the Human Resources Department developed the Live Well Program, which includes comprehensive health screenings designed to identify potential health concerns at an early stage.

These screenings were previously provided by a separate vendor and funded with existing allocated budget. With the clinic now appropriately staffed and equipped to perform these services, the City can transition responsibility along with the existing budget funding for the screenings to Medical Risk Solutions, LLC, consolidating these services within the existing Employee Health and Wellness Center. This approach is intended to streamline service delivery, improve access to screenings, and identify opportunities for operational efficiencies and cost savings.

The Human Resources Department and the Purchasing Division staff recommend ratifying

and amending Contract #24-A-136NC for Clinic Services to Medical Risk Solutions, LLC of Ocoee, Florida to administer the City's Live Well Program. The additional services will increase this year's expenditure by $704,200, going from $1,576,000 to $2,280,200. There will be a 4.6% increase for year two through year four of the contract term to administer the Live Well Program. Request to authorize the Purchasing Manager to approve change orders with the designated procurement authority.

Presenting:
Kathy Reul

Meeting: November 5, 2026
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 3895

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

SUBJECT: Clinic Services (Kathy Reul)

PLACEMENT: Policy

REQUESTED ACTION: (INCLUDE CONTRACT START/TERM DATES) Request to ratify and amend Contract #24-A-136NC for Clinic Services to **Medical Risk Solutions, LLC** of Ocoee, Florida to administer the City's Live Well Program. The additional services will increase this year's expenditure by $704,200, going from $1,576,000 to $2,280,200. There will be a 4.6% increase for year two through year four of the contract term to administer the Live Well Program. Request to authorize the Purchasing Manager to approve change orders with the designated procurement authority.
Funding Source: Approved Operating Budget.
Strategic Goal: Innovative, High Performing, and Sustainable Organization.
(REQUEST TO RATIFY, AMEND, AND AUTHORIZE)

ATTACHMENTS: #1 – Amendment with Medical Risk Solutions, LLC

BACKGROUND / DESCRIPTION:

The Human Resources Department is continually seeking process improvements to employee health care benefits and to cut costs. Our Employee Health and Wellness Center has been a successful model since implementation in 2020 by providing employees and dependents with affordable, accessible, and high-quality primary and preventative care in combination with targeted disease management and health improvement programs.

On April 17, 2024, the City Commission awarded the contract for Clinic Services to Medical Risk Solutions, LLC to administer the City's Employee Health and Wellness Center. To further enhance the City's employee health and wellness initiatives, the Human Resources Department developed the Live Well Program, which includes comprehensive health screenings designed to identify potential health concerns at an early stage.

These screenings were previously provided by a separate vendor and funded with existing allocated budget. With the clinic now appropriately staffed and equipped to perform these services, the City can transition responsibility along with the existing budget funding for the screenings to Medical Risk Solutions, LLC, consolidating these services within the existing Employee Health and Wellness Center. This approach is intended to streamline service delivery, improve access to screenings, and identify opportunities for operational efficiencies and cost savings.

The Human Resources Department and the Purchasing Division staff recommend ratifying and amending Contract #24-A-136NC for Clinic Services to Medical Risk Solutions, LLC of Ocoee, Florida to administer the City's Live Well Program. The additional services will increase this year's expenditure by $704,200, going from $1,576,000 to $2,280,200. There will be a 4.6% increase for year two through year four of the contract term to administer the Live Well Program. Request to authorize the Purchasing Manager to approve change orders with the designated procurement authority.

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND MEDICAL RISK SOLUTIONS, LLC d/b/a MY HEALTH ONSITE FOR HEALTH SERVICES

THIS AMENDMENT TO AGREEMENT, made and entered into the ____day of _____, 2026 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

MEDICAL RISK SOLUTIONS, LLC
d/b/a My Health Onsite
a Florida limited liability company
2710 Rew Circle, Suite 200
Ocoee, Florida 34761
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on April 17, 2024, CITY entered into an Agreement with CONTRACTOR for health services (the "Agreement"); and

WHEREAS, CITY requires assistance administering the LiveWell annual wellness program; and

WHEREAS, CONTRACTOR provided a scope of services dated October 21, 2026, and proposed pricing for the additional services; and

WHEREAS, the parties desire to amend the Agreement to provide for administration of the LiveWell program during the existing Agreement term, without extending that term;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. SCOPE OF WORK

Section 3 of the Agreement is hereby amended to incorporate the Scope of Services prepared October 21, 2026, attached hereto as Exhibit "B". This scope is for additional services to Exhibit "A" of the original Agreement and does not replace or diminish CONTRACTOR's existing obligations. The term and compensation provisions of the Agreement remain unchanged.

SECTION 3. COMPENSATION

Section 5 of the Agreement is hereby amended to add the following:

In addition to the compensation for services required under the original Agreement, CITY shall compensate CONTRACTOR for the additional services described in the Scope of Services prepared October 21, 2026, as follows:

(a) Year 1: Seven Hundred Four Thousand Two Hundred Dollars and Zero Cents ($704,200.00).

(b) Year 2: Seven Hundred Thirty-Six Thousand Seven Hundred Ten Dollars and Zero Cents ($736,710.00).

(c) Year 3: Seven Hundred Seventy Thousand Seven Hundred Twenty-Six Dollars and Zero Cents ($770,726.00).

(d) Year 4: Eight Hundred Six Thousand Three Hundred Twenty-Two Dollars and Zero Cents ($806,322.00).

The additional-services compensation shall increase annually by four and six-tenths percent (4.6%), compounded on the preceding year's additional-services amount and rounded to the nearest cent, as reflected above. Each increase shall take effect on the anniversary of the commencement date of the additional services. The compensation limits established in Section 5 shall be increased by the applicable additional-services amounts for the corresponding periods. The 4.6% annual increase applies solely to the additional-services compensation.

Payment shall be invoiced monthly in accordance with the Agreement. No services or compensation beyond December 31, 2029, are authorized by this Amendment.

SECTION 4. SEVERABILITY

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 5. In all other respects, the terms and conditions of the original Agreement, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms. In the event of any conflict, the provisions of Agreement shall control.

SECTION 6. This Amendment shall become effective upon City Commission approval.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MEDICAL RISK SOLUTIONS, LLC d/b/a My Health Onsite have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS

_____
GEORGIA ELLIOTT, CMC, City Clerk

_____
SCOTT BROOK, Mayor

Approved as to form:

Vanessa Dragutinovic
_____
VANESSA DRAGUTINOVIC
Assistant City Attorney

MEDICAL RISK SOLUTIONS, LLC d/b/a My Health Onsite

By: Brian Branham
Brian Branham (Oct 29, 2026 12:11:25 EDT)

Title: Vice President

Print Name: Brian Branham

EXHIBIT B

SCOPE OF SERVICES LIVEWELL ANNUAL WELLNESS PROGRAM CITY OF CORAL SPRINGS	DOCUMENT: LIVEWELL
	SERVICE LINE: WELLNESS
	LOCATION: CORAL SPRINGS
	PREPARED: 10/21/2026

SCOPE OF SERVICES

Purpose: To define the annual LiveWell employee wellness screening and evaluation services provided through the City of Coral Springs Employee Health & Wellness Center.

Scope: This program-specific document applies to LiveWell services offered to eligible City of Coral Springs employees. While participation is generally voluntary, certain components are contractually required for Fire Department personnel under the applicable Fire Collective Bargaining Agreement (CBA). Services are provided in accordance with program requirements, clinical appropriateness and participant needs.

Program: LiveWell is an annual wellness screening and evaluation program intended to support preventive health awareness, provider review of findings, education and personalized follow-up recommendations. Participation requirements for Fire Department personnel are subject to the applicable CBA.

Eligible Participants and Program Structure

1. **Eligibility:** City of Coral Springs employees are eligible to participate annually in the LiveWell program.
2. **Two-phase format:** LiveWell consists of two phases based on the services selected. The specific components performed during either phase may vary with scheduling and clinical requirements; they are not assigned to fixed phases in this document.

Program Services - Overview

Based on the participant's selected services, LiveWell may include the following:

1. Hearing test (audiometry)
2. Vision test
3. Spirometry
4. Vital signs
5. Laboratory testing
6. Fitness consultation and/or testing
7. Skin cancer screening
8. Physical examination
9. Review of results with APRN provider
10. Education and personalized plan of care
11. Electrocardiogram (EKG)
12. High-intensity treadmill stress test, if applicable
13. Low-intensity treadmill test
14. Ultrasound screening
15. Cardiac screening and testing
16. Cardiac CT calcium scoring, if due / applicable

Individual Laboratory Testing

The following tests are included in the program screening inventory, as selected and clinically appropriate:

1. Comprehensive Metabolic Panel (CMP)
2. Complete Blood Count (CBC)
3. Lipid panel
4. Thyroid panel
5. Hemoglobin A1c
6. QuantiFERON Gold
7. Urinalysis
8. Lp-PLA2
9. Men: testosterone
10. Men: prostate-specific antigen (PSA)
11. Women: CA-125

SCOPE OF SERVICES LIVEWELL ANNUAL WELLNESS PROGRAM **CITY OF CORAL SPRINGS**	**DOCUMENT: LIVEWELL**
	SERVICE LINE: WELLNESS
	LOCATION: CORAL SPRINGS
	PREPARED: 10/21/2026

Basic and Cardiopulmonary Screening

1. **Hearing screening (audiometry):** Hearing assessment.
2. **Vision screening:** Vision assessment.
3. **Spirometry:** Pulmonary function screening.
4. **Vital signs:** Routine vital sign measurements.
5. **Electrocardiogram (EKG):** Cardiac electrical activity screening.

Treadmill and Cardiac Screening

1. **High-intensity treadmill stress test - RN / APRN:** Evaluates heart function while exercise intensity is progressively increased toward the participant's maximum heart rate, as clinically appropriate. Provided when applicable, with cardiology overread of the test.
2. **Low-intensity treadmill test - exercise physiologist:** Evaluates the heart's response to light exertion while walking or jogging at a comfortable pace for up to one mile, or until the participant chooses to stop.
3. **Cardiac CT for calcium scoring:** When due or applicable, the CT is scheduled and performed offsite at Akumin Radiology Center. Selection of cardiac CT or high-intensity treadmill testing is based on applicable program and clinical criteria.

Screening Ultrasound - Structures Included

LiveWell screening ultrasound services include imaging of the following structures, as applicable:

1. Echocardiogram (heart)
2. Carotid arteries
3. Abdominal aorta
4. Thyroid
5. Liver
6. Pancreas
7. Gallbladder
8. Kidneys
9. Bladder
10. Women: ovaries / uterus
11. Men: testicular / prostate

Ultrasound limitations: These examinations are screening studies, not comprehensive diagnostic evaluations. Acquired images are submitted to an offsite radiologist for interpretation and a written report. Abnormal or unexpected findings are reviewed by the APRN provider and may require additional diagnostic imaging, testing or specialist evaluation.

Fitness Consultation and/or Testing

The fitness component may include the following assessments and individualized recommendations:

1. Metabolic analysis
2. Strength testing
3. Endurance evaluation
4. Flexibility testing
5. Diet and nutrition recommendations
6. Personal exercise program

SCOPE OF SERVICES LIVEWELL ANNUAL WELLNESS PROGRAM **CITY OF CORAL SPRINGS**	**DOCUMENT: LIVEWELL**
	SERVICE LINE: WELLNESS
	LOCATION: CORAL SPRINGS
	PREPARED: 10/21/2026

Medical Evaluation and Education

1. Review of medical history forms
2. Physical examination
3. Skin cancer screening
4. Review of results, education and personalized plan of care

Results Review, Communication and Referrals

1. **Provider review:** All completed imaging and testing results are reviewed by an APRN provider, together with relevant examination findings.
2. **Critical or emergent findings:** These are communicated directly to the participant so that prompt evaluation, additional testing or an appropriate follow-up appointment can be arranged. Emergency evaluation is recommended when clinically indicated.
3. **Other abnormal findings:** Findings not requiring immediate contact are addressed through provider results review and applicable follow-up recommendations.
4. **Referrals and documentation:** The APRN provider determines and places referrals based on testing or examination findings. Results, communications, referrals and care recommendations are documented in the clinical record.

Offsite Services and Clinical Interpretations

1. **Ultrasound screening:** Radiologist interpretation and report are completed offsite.
2. **High-intensity treadmill stress test:** Cardiology overread is completed offsite.
3. **CT coronary calcium scoring:** The examination is performed offsite at Akumin Radiology Center.

Confidentiality and Employer Reporting

Individual LiveWell clinical information is not shared with the City of Coral Springs. Reporting to the City is limited to verification of program completion for insurance incentive eligibility; results, diagnoses, imaging findings and referrals are not included.

Scope and Clinical Limitations

LiveWell is a screening and wellness program and does not replace comprehensive diagnostic examinations, ongoing primary care or indicated specialty care. Normal screening findings do not exclude the presence of disease. Additional diagnostic testing and specialty services may be recommended when clinically appropriate. Selection of screening tests, eligibility and any required consent remain subject to approved clinical protocols and Medical Director oversight.

MY HEALTH ONSITE℠

*Budget and Cost Projections for **OCCUPATIONAL SERVICES ONLY**

Prepared for: City of Coral Springs

		Baseline	Year 1	Year 2	Year 3	Year 4
Number of Employees *(Subscribers or EE Contracts)*		0	0	0	0	0
Number of Members *(unique belly buttons)*						
Member to Employee Ratio						
My Health OnSite Operational Costs						
Medical Staff						
Weekly Provider Hours		40				
Annual Provider Capacity *(50 productions weeks)*		6,000				
FTEs						
1.00	Mid-Level (ARNP/NP)	$ 72.00	$ 144,000	$ 151,200	$ 158,760	$ 166,698
1.00	Nurse	$ 42.00	$ 84,000	$ 88,200	$ 92,610	$ 97,241
1.00	Medical Assistant	$ 28.00	$ 56,000	$ 58,800	$ 61,740	$ 64,827
1.00	Sonographer	$ 50.00	$ 100,000	$ 105,000	$ 110,250	$ 115,763
1.00	Exercise Physiologist	$ 35.00	$ 70,000	$ 73,500	$ 77,175	$ 81,034
Staffing Subtotal			$ 454,000	$ 476,700	$ 500,535	$ 525,562
Burden: Taxes & Benefits			$ 136,200	$ 143,010	$ 150,161	$ 157,669
Staffing Total			$ 590,200	$ 619,710	$ 650,696	$ 683,230
Supplies		$ 8.00	$ 48,000	$ 48,000	$ 48,000	$ 48,000
Labs		$ 9.00	$ 54,000	$ 56,400	$ 58,800	$ 61,200
Program Administration and Wellness		$ -	$ -	$ -	$ -	$ -
Initial Set-up Costs for Supplies, Rx inventory, etc		$ -	$ -			
Technology Solutions						
Electronic Health Record System Set-up- One time		$ -	$ -			
Licensing Fee for Informaiton Technology Solutions		$ 1,000	$ 12,000	$ 12,600	$ 13,230	$ 13,892
Electronic Health Record System				$ -	$ -	$ -
Plan Analytics Platform						
Prescription Module						
Lab Module						
Portal Site						
iTech Hardware Support				$ -	$ -	$ -
Outsourced Contracted Services (ex Calcium Score, Other Advanced Imaging)			TBD	TBD	TBD	TBD
Workers' Compensation Services			TBD	TBD	TBD	TBD
***Total Annual Operations Projections**			**$ 704,200**	**$ 736,710**	**$ 770,726**	**$ 806,322**

* Operating Cost will vary based on actual utilization and costs at time of service

Detail by Entity Name

Florida Limited Liability Company
MEDICAL RISK SOLUTIONS, LLC

Filing Information

Document Number	L13000069315
FEI/EIN Number	46-2762547
Date Filed	05/10/2013
Effective Date	05/10/2013
State	FL
Status	ACTIVE

Principal Address

2710 REW CIRCLE,
SUITE 200
OCOEE, FL 34761

Changed: 04/26/2022

Mailing Address

2710 REW CIRCLE, SUITE 200
SUITE 200
OCOEE, FL 34761

Changed: 04/26/2022

Registered Agent Name & Address

SIKES, RONALD W, ESQUIRE
310 S. DILLARD STREET, SUITE 120
WINTER GARDEN, FL 34787

Authorized Person(s) Detail

Name & Address

Title MGR

BRANHAM, BOYD M
2710 REW CIRCLE, SUITE 200
OCOEE, FL 34761

Title MGR

TOMLINSON, RAY A
2710 REW CIRCLE, SUITE 200
OCOEE, FL 34761

Title MGR

BRANHAM, BRIAN M
2710 REW CIRCLE, SUITE 200
OCOEE, FL 34761

Annual Reports

Report Year	Filed Date
2024	03/28/2024
2025	03/10/2025
2026	02/06/2026

02/06/2026 -- ANNUAL REPORT	View image in PDF format
03/10/2025 -- ANNUAL REPORT	View image in PDF format
03/28/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
03/24/2021 -- ANNUAL REPORT	View image in PDF format
04/14/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
03/23/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
05/10/2013 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Amendment with Medical Risk Solutions, LLC

Final Audit Report 2026-10-29

Created:	2026-10-28
By:	Miguel Machuca (mmachuca@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbMPzuLxJkJvf7NmCX_KQUEd41ERrGkeV

"Amendment with Medical Risk Solutions, LLC" History

Document created by Miguel Machuca (mmachuca@coralsprings.gov)
2026-10-28 - 8:28:43 PM GMT- IP address: 199.27.247.2

Document emailed to Medical Risk Solutions (bbranham@myhealthonsite.com) for signature
2026-10-28 - 8:29:34 PM GMT

Email viewed by Medical Risk Solutions (bbranham@myhealthonsite.com)
2026-10-28 - 8:30:38 PM GMT- IP address: 104.47.51.126

Signer Medical Risk Solutions (bbranham@myhealthonsite.com) entered name at signing as Brian Branham
2026-10-29 - 4:11:23 PM GMT- IP address: 45.3.149.34

Document e-signed by Brian Branham (bbranham@myhealthonsite.com)
Signature Date: 2026-10-29 - 4:11:25 PM GMT - Time Source: server- IP address: 45.3.149.34 - Signature Appearance Selected: TYPE

Document emailed to Vanessa Dragutinovic (vdragutinovic@coralsprings.gov) for signature
2026-10-29 - 4:11:27 PM GMT

Email viewed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
2026-10-29 - 5:29:52 PM GMT- IP address: 152.39.222.227

Document e-signed by Vanessa Dragutinovic (vdragutinovic@coralsprings.gov)
Signature Date: 2026-10-29 - 5:30:08 PM GMT - Time Source: server- IP address: 199.27.247.2 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-29 - 5:30:08 PM GMT

Summary Sheet

Agenda Item: 26.

Meeting Date: November 5, 2026

Subject:
Appointment, Accessibility Advisory Group (Kathy Reul)

Requested Action:
Request to consider appointment of Jose Castro to the Accessibility Advisory Group. (REQUEST TO APPOINT)

Placement:
Policy Formation and Direction

Attachments:#1 - Castro, Jose

Background / Description:
The Accessibility Advisory Group's (AAG) purpose is to advise the City of Coral Springs on accessibility needs and fosters community engagement through education, advocacy, and community collaboration.

#1 - Castro, Jose
Only applied to this group
Not currently serving on another committee
Video: Yes

Boards, Committees and Groups Application Form

Profile

Are you 18 years of age or older?

(•) Yes ( ) No

Jose
First Name

Middle Initial

Castro
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

Alternate Phone

School
Occupation

Which Boards would you like to apply for?

Accessibility Advisory Group: Submitted

Please identify the member of the Commission who recommended and nominated you for appointment for the committee.

None Selected

Length of Residence in Coral Springs

13 years

Length of Time as a Business Person in Coral Springs

0

Interests & Experiences

NOTICE TO NEW APPLICANTS

Applicants who are new to the board or committee appointment process are requested to submit a brief video—no longer than 90 seconds—describing how their background, experience, and interests align with the mission and responsibilities of the board or committee to which they are applying.

Please note: This requirement does not apply to individuals seeking reappointment.

If you require assistance in recording your video, please contact the City Clerk's Office at (954) 344-1065.

New Applicant Video Upload Link:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

Yes. Rocío Valdez, Juan Castro, Santiago Castro, and Jorge Castro.

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

no

Do you have monies owed to the City that are delinquent? If yes, please explain:

no

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

no

Do you have any violations relating to other City codes? If yes, please list:

no

Certification

Ethical Conduct Affirmation

As a volunteer of the City of Coral Springs I am required to conduct myself ethically and fairly while representing the city. I acknowledge my personal responsibility to adhere to the city's policies, codes, ordinances and core values of teamwork, respect, accountability, innovation, leadership, and superior service. Additionally, I am committed to exhibiting professional conduct as a volunteer and understand my actions must support positive collaboration, teamwork and promote community pride. Failure to exhibit professional conduct may result in suspension or being removed from a volunteer assignment.

☑ I Agree

Florida's Sunshine Laws (Chapter 286, Florida Statutes)

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

☑ I Agree

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

Jose Castro

Date

10/2/2020

JOSE CASTRO

PROFESSIONAL SUMMARY

Cybersecurity professional and Computer Science graduate (University of Florida, May 2025) with vendor certifications in Palo Alto Prisma SASE, DigiCert PKI, and Identity Security. Hands-on experience with AI-powered workflow automation, secure application integration, and compliance management through nonprofit leadership. Strong understanding of IAM, Zero Trust architecture, quantum-safe encryption, and cloud security.

TECHNICAL SKILLS

Security Domains: Identity and Access Management, PKI and Digital Certificates, Zero Trust Architecture, Prisma SASE, Cloud Security, Post-Quantum Cryptography
AI and Automation: Claude, ChatGPT, Gemini, workflow automation, agent training, REST API integration
Programming and Development: Python, SQL, PowerShell, REST APIs, JSON, Git, Software Development Life Cycle
Compliance and Governance: IRS compliance, state regulatory filing, organizational governance, risk assessment, audit support
Operating Systems: Linux Ubuntu, Kali, Windows Server, Active Directory

PROFESSIONAL EXPERIENCE

Cybersecurity Analyst Sep 2025 to Present
ITRADE Innovations | Fort Lauderdale, FL
- Trained AI agents to automate candidate intake, capturing, storing, and routing applicant information automatically, reducing a multi-hour manual process to minutes.
- Built AI workflow that performs live research, delivering automated briefings to the company message thread and publishing LinkedIn posts daily with minimal to zero manual effort.
- Conducted 100+ technical screening interviews with security engineers, IAM specialists, AI engineers, and forward-deployed engineers, developing deep familiarity with real-world security architectures and implementation challenges.
- Applied Zero Trust, Prisma SASE, and PKI frameworks to client security assessments, earning 7 vendor certifications, including Palo Alto Networks and DigiCert.

Executive Director May 2025 to Present
Don't Wait For It, Inc. 501(c)(3) Nonprofit | Coral Springs, FL
- Directing a 501(c)(3) nonprofit focused on removing financial barriers to physical therapy and adaptive equipment for individuals with spinal cord injuries.
- Independently filed all federal IRS and state Florida compliance documents, managing organizational governance, financial reporting, and regulatory requirements with zero legal assistance.
- Donated over $5,000 worth of adaptive equipment to the Deerfield Beach Tennis Center, which offers adaptive weekly classes.

IT Audit Intern Jun 2024 to Jul 2024
Deloitte | Tampa, FL
- Participated in client meetings to discuss audit results and provided recommendations for remediating IT control deficiencies.
- Supported integration of advanced audit tools, including data analytics to enhance accuracy and efficiency of IT audit processes.
- Collaborated with audit teams to identify and assess IT risks, recommending improvements to enhance clients IT governance and risk management frameworks.

PROJECTS

Nonprofit Instagram Automation System
Don't Wait For It Foundation | github.com/josemcastro22-star/dontwaitforit-auto-posting | 2025 to Present
- Built a fully automated Instagram posting pipeline using Python, Claude API, and Instagram Graph API. Generating branded infographics and AI-written captions and publishing 30+ posts with zero manual intervention.

- Deployed via GitHub Actions CI/CD with automated cron scheduling, GitHub Secrets management, and GitHub Pages for free public image hosting.
- Integrated Claude API for dynamic AI-generated content with duplicate prevention logic.

Monthly Newsletter Automation System

Don't Wait For It Foundation | 2025 to Present

- Built a fully automated monthly newsletter pipeline using Make.com, Claude API, and Mailchimp. Pulling live SCI research from Nature's RSS feed, generating a 6-section newsletter, and sending it to all subscribers on the 1st of every month.
- Orchestrated a multi-tool integration across HTTP, Claude, and Mailchimp with 48+ automated scenario runs across 5 integrated modules, handling data ingestion, AI content generation, and email campaign delivery end-to-end.

EDUCATION

Bachelor of Science, Computer Science May 2025

University of Florida | Gainesville, FL

- Cybersecurity Certificate, industry-led training with hands-on labs covering SIEM tools (Splunk), network security (Snort), and frameworks including NIST SP 800-53 and OSSTMM.

CERTIFICATIONS

- Palo Alto Networks, Identity Security, 2026
- Palo Alto Networks, Prisma SASE, 2026
- DigiCert Solution Sales Specialist, Apr 2026 to Apr 2028
- DigiCert Digital Trust Professional, Mar 2026 to Mar 2028
- DigiCert Post-Quantum Cryptography Essentials, Mar 2026
- Hatz AI Champion Certification, Jan 2026
- Hatz AI Navigator Certification, Jan 2026

AWARDS AND LEADERSHIP

Scholarships and Awards: Craig H. Neilsen Foundation Recipient, MFOS Scholarship Recipient, UF CISE Scholarship Recipient

Leadership: Pi Kappa Alpha Fraternity, SHPE Member, ADA Mentor, Wheelchair Rugby Athlete

Interests: AI and Emerging Technology, Cloud Security, Adaptive Sports, Problem-Solving and Automation

Summary Sheet

Agenda Item: 27.

Meeting Date: November 5, 2026

Subject:
Appointment, Parks and Recreation Advisory Board (Rob Hunter)

Requested Action:
Request to consider appointment of Brianne Oliveira to the Parks and Recreation Advisory Board.
(REQUEST TO APPOINT)

Placement:
Policy Formation and Direction

Attachments:#1 â€“ Oliveira, Brianne

Background / Description:
The Parks and Recreation Advisory Board's purpose is to act as an advocate, provide feedback, and help improve citizen communication for the City's Parks and Recreation Department. The terms of office for this appointment will begin November 5, 2026 and conclude November 5, 2028 for a term of two years.

#1 – Oliveira, Brianne
Also applied for the Environmental Sustainability Committee
Video: Yes

Boards, Committees and Groups Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Brianne
First Name

Middle Initial

Oliveira
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

Alternate Phone

[redacted]
Occupation

Which Boards would you like to apply for?

Parks and Recreation Advisory Board: Submitted

Please identify the member of the Commission who recommended and nominated you for appointment for the committee.

None Selected

Length of Residence in Coral Springs

5

Length of Time as a Business Person in Coral Springs

2

Interests & Experiences

NOTICE TO NEW APPLICANTS

Applicants who are new to the board or committee appointment process are requested to submit a brief video—no longer than 90 seconds—describing how their background, experience, and interests align with the mission and responsibilities of the board or committee to which they are applying.

Please note: This requirement does not apply to individuals seeking reappointment.

If you require assistance in recording your video, please contact the City Clerk's Office at (954) 344-1065.

New Applicant Video Upload Link:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

No

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No

Do you have monies owed to the City that are delinquent? If yes, please explain:

No

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

No

Do you have any violations relating to other City codes? If yes, please list:

No

Certification

Brianne Oliveira

Ethical Conduct Affirmation

As a volunteer of the City of Coral Springs I am required to conduct myself ethically and fairly while representing the city. I acknowledge my personal responsibility to adhere to the city's policies, codes, ordinances and core values of teamwork, respect, accountability, innovation, leadership, and superior service. Additionally, I am committed to exhibiting professional conduct as a volunteer and understand my actions must support positive collaboration, teamwork and promote community pride. Failure to exhibit professional conduct may result in suspension or being removed from a volunteer assignment.

☑ I Agree

Florida's Sunshine Laws (Chapter 286, Florida Statutes)

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

☑ I Agree

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

Brianne OLIVEIRA

Date

10/01/2026

Summary Sheet

Agenda Item: 28.

Meeting Date: November 5, 2026

Subject:
Reappointment, Community Involved Government Committee (Neirah Sankar)

Requested Action:
Request to consider reappointment of Joseph Martinez to the Community Involved Government Committee.
(REQUEST TO REAPPOINT)

Placement:
Policy Formation and Direction

Attachments:#1 Martinez, Joseph

Background / Description:
The Community Involved Government Committee identifies ways for City residents and the business community to become more involved in and be better informed about City activities and issues.

#1 – Martinez, Joseph*
Only applied to this committee
Not currently serving on another committee
Video: Yes

*Indicates applicant is an incumbent seeking reappointment.

Boards, Committees and Groups Application Form

Profile

Are you 18 years of age or older?

◉ Yes ○ No

Joseph
First Name

Middle Initial

Martinez
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

Alternate Phone

HR Assistant
Occupation

Which Boards would you like to apply for?

Community Involved Government Committee: Submitted

Please identify the member of the Commission who recommended and nominated you for appointment for the committee.

None Selected

Length of Residence in Coral Springs

20 years

Length of Time as a Business Person in Coral Springs

20

Interests & Experiences

NOTICE TO NEW APPLICANTS

Applicants who are new to the board or committee appointment process are requested to submit a brief video—no longer than 90 seconds—describing how their background, experience, and interests align with the mission and responsibilities of the board or committee to which they are applying.

Please note: This requirement does not apply to individuals seeking reappointment.

If you require assistance in recording your video, please contact the City Clerk's Office at (954) 344-1065.

New Applicant Video Upload Link:

Upload a Resume

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

no

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

no

Do you have monies owed to the City that are delinquent? If yes, please explain:

no

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

no

Do you have any violations relating to other City codes? If yes, please list:

no

Certification

Ethical Conduct Affirmation

As a volunteer of the City of Coral Springs I am required to conduct myself ethically and fairly while representing the city. I acknowledge my personal responsibility to adhere to the city's policies, codes, ordinances and core values of teamwork, respect, accountability, innovation, leadership, and superior service. Additionally, I am committed to exhibiting professional conduct as a volunteer and understand my actions must support positive collaboration, teamwork and promote community pride. Failure to exhibit professional conduct may result in suspension or being removed from a volunteer assignment.

☑ I Agree

Florida's Sunshine Laws (Chapter 286, Florida Statutes)

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

☑ I Agree

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☑ I Agree

Signature (Please type full name)

Joseph Martinez

Date

09/24/2022

Joseph Martinez

[redacted]

QUALIFICATION SUMMARY

Results driven bilingual administrative professional with diversified experience in legal, public serve and real estate industries. Strong organizational, interpersonal, communication and problem-solving skills. Detail oriented and project management focused for attainment of business objectives.

EXPERIENCE

Project Administrator
JM Service, FL July 2021-Present

- Provide administrative support for multiple Real Estate business projects
- Review and update daily reports of financial transactions and employee payments
- Oversee office supply orders and inventory tracking
- Attend onsite project location meetings to comply with building codes and financial budgets

Office Administrator (Part time)
Archer Insurance, Pompano Beach, FL Oct 2019-Present

- Scan, prep, organize insurance reports
- Answer all incoming inquires and calls from clients

Evidence Deputy Court Clerk
Broward Clerk of Courts, Fort Lauderdale, FL June 2019-July 2021

- Managed over 50 confidential files a day
- Reviewed and updated documented cases with judges, prosecutors and lawyers
- Prepared large files to be sent out to the appeals court
- Procured the storing of guns, biohazards, drugs, etc.

Expo Coordinator/Front customer service member
Whole Foods Market, Pompano Beach, FL June 2016-July 2019

- Strategized, arranged and lead expo station
- Provided consumer customer service and answered incoming calls
- Assisted the manger with training new staff members on standards and protocol

Education

Broward College, Criminal Justice Degree. Expected graduation 2023

Proficiencies

Microsoft Office Suite and excel

Certifications

FEMA IS-200 Basic command for initial response, FEMA IS-00100.c Incident Command System

Summary Sheet

Agenda Item: 29.

Meeting Date: November 5, 2026

Subject:
New Opioid Settlement with Additional National Defendant

Requested Action:
Request for approval of new Opioid Settlement with Additional National Defendant. (REQUEST TO APPROVE)

Placement:
City Attorney Communications

Attachments: Albertsons Opioid Settlement

Background / Description:
In October 2019, the City Commission approved the City joining an opioid multidistrict class action lawsuit. In October 2021, the City Commission approved a settlement with the Florida Attorney General (AG Settlement Agreement) for various defendants in the class action lawsuit. At the time of the AG Settlement Agreement, three of the class action defendants filed bankruptcy - Insys, Purdue and Mallincrodt. In August 2025, the City Commission approved a settlement with Purdue. Subsequently, eight secondary manufacturers from the class action settled under the terms of the AG Settlement Agreement and the City participated in this settlement in accordance with the Commission's previous approval of the Settlement Agreement.

Significantly, those opioid settlements have resulted in the City of Coral Springs receiving $455,360.87 to date. In the separate JUUL Litigation, the City has received $435,492.35 to date.

The City has now been notified of a new national opioid settlement with Albertsons for which the City is eligible to participate. The settlement is separate from the AG Settlement Agreement. As a result, the new settlement is being brought to City Commission for approval. To participate, the City must execute and submit the Participation and Release Form by December 30, 2026. It is anticipated that the City of Coral Springs will receive approximately $10,000–$25,000 from the settlement, paid over 9 years, with annual payments estimated at approximately $1,000–$2,500.

Therefore, the City Attorney's Office is bringing forward this item requesting settlement approval with Albertsons. The City's outside counsel, the Romano Law Firm, is being paid on a contingency fee basis with no payment coming from the City. They have consistently recommended settlements be approved as it is the best opportunity to recover meaningful funds without forcing defendants into bankruptcy.

Docusign Envelope ID: D31513E2-6A25-8279-80ED-6EE5A2690844

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: Coral Springs city, FL
Rubris Reference Number: CL-2265693

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because your state is participating in the new National Opioids Settlement with Albertsons.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, your Attorney General's Office, and/or other contacts within your state.

Docusign Envelope ID: D31513E2-6A25-8279-80ED-6EE5A2690844

How to return signed forms:

There are three methods for returning the executed Participation Form and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.
(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.
(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Coral Springs city, FL] – [CL-2265693].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on December 30, 2026.

If you have any questions about executing the Participation Form, please contact your counsel or the Opioids Implementation Administrator at opioidsparticipation@rubris.com.

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

Docusign Envelope ID: D31513E2-6A25-8279-80ED-6EE5A2690844

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Coral Springs	State: FL
Authorized Official: Scott Brook, Mayor	
Address 1: 9500 West Sample Road	
Address 2:	
City, State, Zip: Coral Springs, Florida 33065	
Phone: 954-344-1084	
Email: sbrook@coralsprings.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

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Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Scott Brook

Title: Mayor

Date: _____