SUNRISE CITY COMMISSION MEETING

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

MEETING AGENDA
Tuesday, October 27, 2026 - 5:00 PM

(1) Call To Order

(2) Roll Call

(3) Moment of Silence and Pledge of Allegiance

(4) Consent Agenda

(Any item shall be removed from the consent agenda for discussion and separate vote at the request of one (1) commissioner, the staff, or any member of the public. Any item removed from the consent agenda shall be heard at the consent discussion portion of that commission meeting.)

4.A. 26278

A Resolution of the City of Sunrise, Florida, retaining the services of Lindsey Ryder-Furey, P.A. d/b/a The Law Offices of Furey & Ryder, P.A. as Special Counsel to represent the City with regard to Labor and Employment Matters; and providing an effective date.

4.B. 26274

A Resolution of the City of Sunrise, Florida, approving a "Standard Contract No. 26-83-09-VH between the City of Sunrise, Florida and Ronald L. Book, P.A." for Governmental Relations Services; and providing an effective date.

4.C. 26276

A Resolution of the City of Sunrise, Florida, approving a "Letter of Award " and Subrecipient Agreement for FY 2027 Motorcyclist Safety and Education Initiative, between the City of Sunrise and Florida Department of Transportation, FDOT, authorizing the Chief of Police to hereby authorize and execute the agreement and all related documents; and provide an effective date.

4.D. 26275

A Resolution of the City of Sunrise, Florida, approving a "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" for the Impaired Driving Initiative; and providing an effective date.

4.E. 26279

A Resolution of the City of Sunrise, Florida, approving a "School Resource Officer Agreement" between the School Board of Broward County, Florida, and the City of Sunrise, Florida, for the 2026/2027 School Year; and providing an effective date.

4.F. 26271

A Resolution of the City of Sunrise, Florida, approving "Amendment No. 1 to Standard Contract No. C 20-03-01-VH between the City of Sunrise, Florida and Wells Fargo Bank, N.A." for Banking, Safekeeping, and Lockbox Services; and providing an effective date.

4.G. 26247

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-10-07-HR between the City of Sunrise and Carahsoft Technology Corp." under the terms of the Cobb County, Georgia Contract No. 23-6692-01 and State of Florida Alternate Contract Source (ACS) No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services; and providing an effective date.

4.H. 26253

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC" under the terms of the Cobb County, Georgia Contract No. 23-6692-02 and State of Florida Alternate Contract Source No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services; and providing an effective date.

4.I. 26240

A Resolution of the City of Sunrise, Florida, approving an "Agreement between Broward County and City of Sunrise providing for funding and administration of Home Program Funds for Homebuyer Purchase Assistance Program for Fiscal Year 2023-2024"; and providing an effective date.

4.J. 26250

A Resolution of the City of Sunrise, Florida, approving an "Agreement between Broward County and City of Sunrise providing for administration of Home Program Funds for Purchase Assistance Program for Fiscal Years 2024-2025"; and providing an effective date.

4.K. 26251

A Resolution of the City of Sunrise, Florida, approving an "Agreement between Broward County and City of Sunrise providing for funding and administration of Home Program Funds for Homebuyer Purchase Assistance Program for Fiscal Years 2025-2026"; and providing an effective date.

4.L. 26270

A Resolution of the City of Sunrise, Florida, awarding RFP No. 26-02-02-MS and "Standard Contract No. C 26-02-02-MS between the City of Sunrise, Florida and Landscape Service Professionals LLC" for Parks Landscape Maintenance; and providing an effective date.

4.M. 26272

A Resolution of the City of Sunrise, Florida, approving a Professional Services Agreement between the City of Sunrise, Florida, and the National Scholastic Chess Foundation, Inc. for professional chess services at various City facilities; and providing an effective date.

4.N. 26273

A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding"; and providing an effective date.

4.O. Meeting Minutes

Approval of Meeting Minutes

(5) Quasi-Judicial Consent Agenda

(Any item may be removed from the consent agenda by a commissioner, the staff, the applicant, or an affected party.) Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting for quasi-judicial hearing.

5.A. 26262

A Resolution of the City of Sunrise, Florida, approving a Revised Site Plan for an Existing Commercial Building located at 8401 West Oakland Park Boulevard; providing for penalties for violations of the conditions of approval; providing for the term of approval; and providing an effective date. Planning and Zoning Board - October 1, 2026, Passed 6-0.

5.B. 26261
A Resolution of the City of Sunrise, Florida, granting a Special Exception Use Permit for a Fast-Food Restaurant with Drive-Through located at 8401 West Oakland Park Boulevard; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. Board of Adjustment Board - October 6, 2026, Passed 7-0.

(6) Special Items

6.A. Swearing-in ceremony for City of Sunrise Student Government members. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.B. Swearing-in ceremony for City of Sunrise Safety Patrols members. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.C. Proclamation proclaiming the month of October 2026 as National Coaches Appreciation Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.D. Recognition of top race finishers at the City's Trick or Trot 5K Race and presentation of a donation to the Paralyzed Veterans of America Florida Chapter. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.E. Proclamation proclaiming October 27th, 2026 as Edward J. “Teddy” Morse III Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.F. Proclamation proclaiming the Month of October 2026 as National Disability Employment Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

6.G. Proclamation proclaiming the Month of October 2026 as World Blindness Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

(7) City Items

(8) Open Discussion

(9) Commission/Mayor Reports

(10) City Manager's Report

(11) Consent Discussion
(Discussion and separate vote shall be heard on items pulled from the consent agenda for discussion.)

(12) Public Hearings

12.A. 26264
Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease between City of Sunrise and The Crafted Hub LLC d/b/a The Crafted Hub Café" for City property located at 6780 Sunset Strip, Unit #11; providing for conflict; providing for severability; and providing an effective date. (First Reading CCM 10/13/26 Passed 5-0).

12.B. 26277
Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date.

12.C. 26280
Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2026/2027 Budget Ordinance No. 728; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date.

(13) Quasi-Judicial Hearing

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

16.A. City Commission Discussion and/or Action re: Creation of a Youth Advocacy Council - Update. Assistant Deputy Mayor Latoya S. Clarke.

(17) New Business

17.A. 26282
A Resolution of the City of Sunrise, Florida, approving a "Letter of Intent City of Sunrise Development Incentive Agreement" between the City of Sunrise and The Palms Apts, LLC; providing for a Public Purpose; authorizing the City Manager and City Attorney to continue negotiations and take further action; authorizing the City Manager to execute an Incentive Agreement, an Assignment and Assumption, and a Shopping Center Purchase Contract, consistent with the Letter of Intent; and providing an effective date.

17.B. Commission discussion and/or action regarding the annual review and evaluation of the City Manager, Mark S. Lubelski.

17.C. Commission discussion and/or action regarding the annual review and evaluation of the City Clerk, Felicia M. Bravo.

17.D. Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief, John K. McNamara.

17.E. Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police, Daniel J. Ransone.

(18) Adjournment

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711: Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

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

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Thomas P. Moss, City Attorney
City Attorney's Office

ITEM #: 4.A. **C #:** 26278

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, retaining the services of Lindsey Ryder-Furey, P.A. d/b/a The Law Offices of Furey & Ryder, P.A. as Special Counsel to represent the City with regard to Labor and Employment Matters; and providing an effective date.

BACKGROUND INFORMATION:
Lindsey Furey (formerly Lindsey Ryder) has represented the City of Sunrise as outside counsel for labor and employment matters while employed by Weiss Serota Helfman Cole & Bierman, P.L. (Weiss Serota) for over ten years. Under the City's agreement with Weiss Serota, Lindsey Furey's current hourly rate is $265 with an automatic annual rate increase of 3%.

Effective November 1, 2026, Lindsey Furey is leaving the Weiss Serota firm to start her own law firm, The Law Office of Furey & Ryder, P.A., (Furey & Ryder), where she will continue to specialize in labor and employment law. The City Attorney has negotiated a retainer agreement with the Furey & Ryder firm that provides an hourly rate of $260 with no automatic annual rate increase.

It is recommended that the City continue to utilize Lindsey Furey in labor and employment matters as she possesses the necessary experience and expertise to represent the City in this specialized area of the law. City Commission approval is requested.

FUNDING INFORMATION:
001.14.10.514.503113 - Labor Relations

Not-to-exceed budgeted funds

ATTACHMENTS:

ATY Resolution - C26278
Labor and Employment Retainer Agreement
Sunbiz - Lindsey Ryder-Furey, P.A.
Sunbiz - The Law Offices of Furey & Ryder, P.A. - Ficticious Name

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, RETAINING THE SERVICES OF LINDSEY RYDER-FUREY, P.A. D/B/A THE LAW OFFICES OF FUREY & RYDER, P.A. AS SPECIAL COUNSEL TO REPRESENT THE CITY WITH REGARD TO LABOR AND EMPLOYMENT MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of special counsel to represent the City in certain labor and employment matters; and

WHEREAS, Lindsey Furey (formerly Lindsey Ryder) has represented the City in labor and employment matters while employed by the Weiss Serota Helfman Cole & Bierman, P.L. (Weiss Serota) firm for over ten years. Effective November 1, 2026, Lindsey Furey is leaving the Weiss Serota firm to start her own firm, Lindsey Ryder-Furey, P.A., d/b/a The Law Offices of Furey & Ryder, P.A. (Furey & Ryder), where she will continue to specialize in labor and employment law.

WHEREAS, City staff wishes to continue using the services of Lindsey Furey as she possesses the necessary experience and expertise to represent the City in labor and employment matters; and

WHEREAS, pursuant to Section 2-272 of the City Code of Ordinances, the City Commission must hire special counsel. Approval is requested to allow the City Attorney to engage the services of Furey & Ryder for labor and employment matters.

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

Section 1. The retention of Furey & Ryder as special counsel to represent the City in labor and employment matters is hereby approved at the rate set forth in the firm's retainer agreement, a copy of which is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, contractual services for legal representation are exempt from competitive procurement.

Section 3. The City Attorney is hereby authorized to execute the retainer agreement and to take all actions necessary to engage Furey & Ryder as special counsel for labor and employment matters.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

LINDSEY FUREY, ESQ.
LINDSEY@FRLABORLAW.COM

October 22, 2026

VIA EMAIL

Thomas Moss, Esq.
City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Re: Legal Representation

Dear Tom:

I am pleased that you wish to engage The Law Offices of Furey & Ryder, P.A. (Firm), to represent the City of Sunrise (City) in its labor and employment matters. This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. The City has engaged us to provide legal advice and representation to the City regarding labor and employment matters on an as-needed basis, and on other matters as requested.

2. Staffing. The attorney with primary responsibility for providing these legal services to the City will be Lindsey Furey. Other Firm attorneys may work on these matters as well, depending on the demands of the work and the need for possible involvement in other areas of legal specialization.

3. Fees for Services. With regard to the fees and costs incurred for our services, the City will be charged and agrees to pay for our services on the basis of our discounted hourly rates. The current hourly rate for attorneys assigned to labor and employment related work will be $260 per hour. This hourly rate shall be reviewed by the City on an annual basis to determine if a rate increase is appropriate. We agree to bill the City on a monthly basis at the conclusion of each calendar month. It is the Firm's practice to charge for actual time expended on the City's behalf, but not less than 2/10ths of an hour for each activity. Travel time will be billed at one-half of the regular hourly rate.

3. Costs. In addition to the fees discussed in paragraph 3, we anticipate that certain expenses may be incurred and advanced on the City's behalf. These expenses may include: delivery charges, out-of-City travel expenses, long-distance telephone charges, photocopies (xerox), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court/litigation costs (such as filing fees,

service of process, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts (if necessary) to assist in the preparation and hearing of the City's case, word processing fees, computer charges and special postage (express mail, certified mail and the like). In addition to our fees for legal services, the City agrees to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from the City prior to undertaking the expenditures of funds on the City's behalf.

5. Payment of Fees and Costs. Our invoices will be submitted to the City on a monthly basis. The City agrees that it is required to comply with Florida's local government prompt payment act (Prompt Payment Act), incorporated into law under Title XIV, Chapter 218, Florida Statutes. By signing this agreement, the City agrees that each invoice will be due and payable to the Firm within thirty (30) days from the date it has been rendered for payment to the City**.** Pursuant to Florida's Prompt Payment Act, interest at the rate of 1% on the unpaid balance will be added to any invoice which remains unpaid for more than thirty (30) days after it is rendered. The City understands and agrees that if any invoice remains unpaid for more than thirty (30) days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to the City. The City will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, the City understands it will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. The City further understands that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to the City until we have been paid all costs, fees and interest due us under this agreement.

6. Withdrawal from Representation. We reserve the right to withdraw from representing the City if the City misrepresents or fails to disclose material facts to us, or if we disagree about the course of action which should be pursued.

7. Representation of Other Clients. We are bound by the rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation.

8. Fees for Other Services. In the event the City asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 3, 4 and 5 of this letter.

9. Commencement of Representation. If the foregoing is agreeable to the City, please acknowledge the City's understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer set forth above.

10. Verification of Employment Eligibility. Firm represents that Firm and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Firm violates this section, City may immediately terminate this Agreement for cause and Firm shall be liable for all costs incurred by City due to the termination.

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

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

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL

(CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

13. Scrutinized Companies.

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

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

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

14. Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Firm represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

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

that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

16. Antitrust Violations. Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

We appreciate the City's confidence in our Firm, and we assure the City that we will make every effort to perform our services in a prompt and efficient manner.

Sincerely,

The Law Offices of Furey & Ryder, P.A.

Lindsey Furey

AGREED AND ACCEPTED on this _____ day of October, 2026.

City of Sunrise

_____
Thomas Moss, Esq.
City Attorney

Detail by Entity Name

Florida Profit Corporation
LINDSEY RYDER-FUREY, P.A.

Filing Information

Document Number	P26000045281
FEI/EIN Number	NONE
Date Filed	09/14/2026
State	FL
Status	ACTIVE

Principal Address

4719 NW 2ND TERRACE
BOCA RATON, FL 33431

Mailing Address

4719 NW 2ND TERRACE
BOCA RATON, FL 33431

Registered Agent Name & Address

RYDER, LINDSEY M
4719 NW 2ND TERRACE
BOCA RATON, FL 33431

Officer/Director Detail

Name & Address

Title P

RYDER, LINDSEY M
4719 NW 2ND TERRACE
BOCA RATON, FL 33431 UN

Annual Reports

No Annual Reports Filed

09/14/2026 -- Domestic Profit View image in PDF format

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LINDSEY RYDER-FUREY, P

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No Events **No Name History**

Florida Department of State, Division of Corporations

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

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Fictitious Name

THE LAW OFFICES OF FUREY & RYDER, P.A.

Filing Information

Registration Number	G26000131384
Status	ACTIVE
Filed Date	09/17/2026
Expiration Date	12/31/2031
Current Owners	1
County	PALM BEACH
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

4719 NW 2ND TERRACE
BOCA RATON, FL 33431

Owner Information

LINDSEY RYDER-FUREY, P.A.
4719 NW 2ND TERRACE
BOCA RATON, FL 33431
FEI/EIN Number: N/A
Document Number: P26000045281

Document Images

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SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mark S. Lubelski, P.E., City Manager
City Manager's Office

ITEM #: 4.B. **C #:** 26274

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a “Standard Contract No. 26-83-09-VH between the City of Sunrise, Florida and Ronald L. Book, P.A." for Governmental Relations Services; and providing an effective date.

BACKGROUND INFORMATION:
The City requires the services of a qualified governmental relations firm to represent the City's legislative and policy interests before the Florida Legislature, state agencies, and other governmental entities. These services are important to advancing the City's legislative priorities, monitoring proposed legislation affecting municipal operations, communicating the City's positions to elected officials and policymakers.

The City has retained Ronald L. Book, P.A. for the provision of state lobbyist services for several years and has been satisfied with the firm's performance and the services provided. As the existing contract is expiring on November 30, 2026, a new contract is required to maintain continuity of representation and ensure that the City's legislative interests continue to be represented without interruption.

Staff is requesting approval from City Commission to award Contract No. 26-83-09-VH between the City of Sunrise, Florida and Ronald L. Book, P.A. This new monthly rate is 10% higher than the rate established in 2020. The proposed fee increase is supported by regional inflation trends. According to the U.S. Bureau of Labor Statistics, the Miami-Fort Lauderdale-West Palm Beach CPI-U increased approximately 35% from December 2020 through June 2026. The City has also agreed to pay the Contractor's lobbyist registration fee in a not-to-exceed amount of $135.00 annually.

Per Section 5-173(c)6 of the City of Sunrise Procurement Code, contractual services for governmental relations services are exempt from the competitive bidding requirement.

Authorization is requested for the Procurement Manager to execute the Contract and all necessary documents in accordance with the terms of the attached standard contract.

FUNDING INFORMATION:
001.49.60.519.503130 - Professional Services

$60,060.00 per year
Plus $135.00 annually for lobbyist registration.

ATTACHMENTS:
ATY Resolution - C26274
Contract No 26-83-09-VH

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "STANDARD CONTRACT NO. C-26-83-09-VH BETWEEN THE CITY OF SUNRISE, FLORIDA AND RONALD L. BOOK, P.A." FOR GOVERNMENTAL RELATIONS SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires a qualified firm to represent the City's legislative and policy interests before the Florida Legislature, state agencies, and other governmental entities; and

WHEREAS, the City has retained Ronald L. Book, P.A., for the provision of state lobbyist services for several years and has been satisfied with the firm's performance and the services provided; and

WHEREAS, City staff has negotiated a contract with Ronald L. Book, P.A. setting forth the parties' respective duties and obligations.

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

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. "Standard Contract No. C-26-83-09-VH between the City of Sunrise, Florida and Ronald L. Book, P.A." (Contract) for governmental relations services is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, purchases for governmental relations and communications services are exempt from the City's formal bidding procedures.

Section 4. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 5. The City Manager or designee is authorized to extend the Contract, and the Procurement Manager is authorized to renew the Contract, in accordance with the terms of the approved Contract.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STANDARD CONTRACT NO. C-26-83-09-VH
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND RONALD L. BOOK P.A.

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Ronald L. Book, P.A., a Florida corporation (hereinafter referred to as the "Contractor"), whose address is 4000 Hollywood Boulevard, Suite 677-S, Hollywood, FL 33021 and whose Federal Identification Number is 59-2769674.

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

1. Services

The Contractor's responsibility under this Contract is to represent the interests of the City including, but not limited to, representation before the Florida Legislature, Governor of Florida, Florida legislators, agencies of the State of Florida, School Board of Broward County and other governmental entities. This will include the legislative sessions and any and all special sessions that may arise during the term of this Contract and as further stated below in the Scope of Work section attached hereto in Exhibit "A", which is attached and made a part of this Contract. Should the Contract be renewed or services continued as provided below, the Contractor will continue to provide such services for the duration of the renewal or continuation.

The City's Representative during the performance of this Contract shall be Mark Lubelski, telephone number (954) 746-3430 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Ronald L. Book, telephone number 305-935-1866.

2. Payments

The Contractor will bill the City as a retainer for Services rendered toward the completion of the work defined herein at the rate listed in Exhibit "A". The Contractor shall submit invoices to:

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

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's Representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative

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

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing December 1, 2026. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for three (3) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-

negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Professional Liability: Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds $25,000, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

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

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 riskmanagement@sunrisefl.gov

7. Performance and Payment Bond - Not Applicable

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and

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

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a

public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.

Sunrise, Florida 33351

If sent to the Contractor, shall be mailed to:

Ronald L. Book, P.A.
4000 Hollywood Boulevard
Suite 677-S
Hollywood, FL 33021

24. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to

perform the service. If the Contractor transfers all public records to the City upon completion of the 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. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

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

28. Scrutinized Companies

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

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

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

29. Order of Precedence

In the event the terms of this Contract conflict with Exhibit A, B, or C, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit A, Exhibit B, and Exhibit C.

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all

of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. Foreign Gifts and Contracts

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

34. Prohibited Telecommunications Equipment

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

35. Antitrust Violations

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

36. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Contract. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

37. Human Trafficking

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

38. Emergency Response

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

_____
Witness

RONALD L. BOOK, P.A.

_____
Witness

By:_____

Title:_____

Date:_____

EXHIBIT "A"
SCOPE OF WORK

The City of Sunrise retains the services of a legislative consultant for matters in which the City may require professional services before the Florida Legislature, State of Florida administrative agencies, the Florida Governor and Cabinet, and other legislative bodies within the State. Such services shall include attending State legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings.

The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; State administrative and agency hearings, meetings, or rulemaking proceedings; and legal and legislative consulting services.

Ronald L. Book, P.A. and its principals shall agree to be available at all times upon reasonable request to meet with the City Commission, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, and agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or State agencies on matters that affect the City. Contractor will review and understand the Agendas of the House and Senate leaders in order to assist the City to strategically seek funds and policy change.

Although legal opinions are not required as a part of the Contractor's responsibilities, the City will expect the Contractor to understand applicable laws and proposals under consideration by the Governor, administrative agencies or the Legislators or their committees, and the Contractor shall be expected to have the ability to interpret legal implications and advise the City accordingly.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This would include a review of the agendas and providing notification to the City as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish the City's desired positions.

PROFESSIONAL SERVICES REQUIRED:

a. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.

b. Devise an overall funding strategy in light of shrinking opportunities.

c. Identify relevant funding opportunities that may arise for which the City may qualify to apply; provide services in support of grants for which the City applies.

d. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.

e. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.

f. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters. Provide legal and legislative expertise and consulting services.

g. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City, and make recommendations on policy.

h. Assist the City Commission and City staff in the coordination and development of the City's legislative program and appropriation requests.

i. Monitor State legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as others that may arise that affect the City.

j. Work with the City Commission, staff, and the Broward County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.

k. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.

l. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session extended, or special session(s) and at legislative committee meetings and meetings of the Broward County Legislative Delegation.

m. Appear and testify before state agency hearings, rulemaking proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program.

n. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Contractor is not expected to prepare permit or grant applications.

o. Upon request, coordinate appointments/meetings between the City Commission or other City staff, and appropriate State officials and legislators.

p. Contractor will provide the Mayor, Commissioners and key City staff with copies of the "Know Your Legislators" directories each year along with other marketing and promotional items.

q. Contractor shall comply with the City's Ethics Code, as set forth in Section 10 - 16 through 10 - 32 of the City's Code. Contractor comply with the County's official Code of Ethics as set forth in Section 1-9 of Broward County Code.

DELIVERABLES

a. Required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other State policies or programs that affect the City and its citizens either directly or indirectly. A written summary report shall be submitted at the end of each week, during legislative sessions, detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.

b. A written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

c. Provide periodic written reports (at least monthly) during those months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice ·of legislation being proposed.

RESPONSIBILITIES OF THE CONTRACTOR:

a. The Contractor shall perform the scope of services, as contained in the specifications. This list of services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by the City Commission.

b. All correspondence shall be directed through the City Manager, or designee.

RESPONSIBILITIES OF THE CITY:

The City shall designate the City Manager as the “lead” staff person to coordinate with the Contractor, however, other individuals may be designated by the City Manager from time to time.

a. The City shall have appropriate staff available as may be required to discuss issues with the Contractor, particularly during the legislative session.

b. The City shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this Contract.

CONFLICT OF INTEREST:

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of other clients of the Contractor, the Contractor shall immediately notify the City Manager or designee, in writing, of such conflict. Written notice may be in the form of e-mail notification. Such conflict is defined as any client represented by the firm. In the event the City becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the Contractor, the City Manager, or designee, shall promptly notify the Contractor of such conflict. The City and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to the City and the Contractor. If the conflict cannot be resolved to the satisfaction of the City, the City reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s).

COMPENSATION. PAYMENT SCHEDULE, EXPENSES

Monthly Retainer. City agrees to pay as a retainer for consulting services the sum of $5,005 per month, which monthly sum includes Contractor’s expenses and travel, during the Term of the Contract. Retainer payments are due in advance of the month services are to be rendered and are payable on the first day of each month. The parties agree that after this Contract has been fully executed, the monthly payment will be paid within ten (10) days of the City's receipt of an invoice for services. Additionally, the City agrees to pay the cost of the annual lobbyist registration fee at an amount, not to exceed $135 annually.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 4.C. **C #:** 26276

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a "Letter of Award " and Subrecipient Agreement for FY 2027 Motorcyclist Safety and Education Initiative, between the City of Sunrise and Florida Department of Transportation, FDOT, authorizing the Chief of Police to hereby authorize and execute the agreement and all related documents; and provide an effective date.

BACKGROUND INFORMATION:
The Police Department has been awarded a grant in the amount of $40,000 from the Florida Department of Transportation for a Motorcycle Safety and Education Initiative. The Grant funding is to be used to reimburse overtime used to conduct data-driven high visibility enforcement and educational programs focusing on unsafe motorcycle operations in areas of the City that are susceptible to motorcycle crashes.

Our primary goal for this grant is to reduce motorcycle crash fatalities and serious injuries by implementing enforcement operations and education focusing on motorcyclist safety. There is no City match requirement for this grant.

It is requested that the City Commission approve the Subrecipient Agreement with FDOT and authorize the Chief of Police to execute the agreement and all documents necessary to effectuate this grant award.

FUNDING INFORMATION:
Grant Award: $40,000.00
No City Match Required

ATTACHMENTS:
ATY Resolution - C26276
FDOT Award Letter - Motorcycle Safety

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS" FOR THE MOTORCYCLIST SAFETY AND EDUCATION INITIATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation awarded a grant to the City of Sunrise, through the Sunrise Police Department, for the Motorcyclist Safety and Education Initiative; and

WHEREAS, a Subgrant Agreement between the parties is required for the City to receive the grant funding.

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

Section 1. The above-referenced Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. A "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" (Subgrant Agreement) for the Motorcyclist Safety and Education Initiative is hereby approved. A copy of the Subgrant Agreement is attached hereto and made part of this Resolution as Exhibit A.

Section 3. The Chief of Police is hereby authorized as the City's official to execute the Subgrant Agreement and all documents in connection with this grant award.

Section 4. The Chief of Police, or designee, is hereby authorized to do all acts and things required for the complete performance of the Subgrant Agreement, including executing any certifications, extensions or renewals; however, any material amendments require approval of the City Commission. The Chief of Police shall provide the City Clerk with a copy of any executed extensions or renewals.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2026

Daniel J. Ransone
City of Sunrise
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

RE: FY2027 Highway Traffic Safety Concept Paper Selection - CPG-2027-Sunrise Po-00266

Dear Daniel J. Ransone:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2027 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2027 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2027 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2027-Sunrise Po-00266

Implementing Agency
City of Sunrise Police Department

Project Title:
2027- Motorcyclist Safety and Education Initiative

Amount Requested
$75,000

After a comprehensive review, CPG-2027-Sunrise Po-00266 was funded for FY2027 with the following project number, title, and funding levels below:

FY2027 Project Number
MC-2027-00266

Implementing Agency
City of Sunrise Police Department

Project Title:
Motorcyclist Safety and Education Initiative

Amount to be Awarded
$40,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** MC-2027-00266	**FDOT Contract Number:** G3W83
Federal Funds Awarded: $40,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2027

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Motorcyclist Safety and Education Initiative
2. Federal Funding: $40,000 Match: $0 Total Cost: $40,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Sunrise	Agency Name:	Sunrise Police Department
Address:	10770 W. Oakland Park Blvd	Address:	10440 W. Oakland Park Blvd
City:	Sunrise	City:	Sunrise
State:	Florida	State:	Florida
Zip:	33351	Zip:	33351

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 590944587 001

6. Federal Unique Entity Identifier (UEI) Number: G4JMYYE3BF61

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Susan Nabors	Name:	Denise Guzzi
Address:	10770 W. Oakland Park Blvd	Address:	10440 W. Oakland Park Blvd
City:	Sunrise	City:	Sunrise
State:	Florida	State:	Florida
Zip:	33351	Zip:	33351
Telephone:	(954) 746-3215	Telephone:	(954) 746-3493
E-mail:	snabors@sunrisefl.gov	E-mail:	dguzzi@sunrisefl.gov

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Pui King Liu	Name:	Jeremy Copas
Title:	Accountant	Title:	sergeant
Telephone:	(954) 746-3247	Telephone:	(954) 746-3342
E-Mail:	pliu@sunrisefl.gov	E-Mail:	jcopas@sunrisefl.gov

11. Payment Remittance Address:
    - Name: CITY OF SUNRISE
    - Address: 10770 W. Oakland Park Blvd
    - City: Sunrise
    - State: Florida
    - Zip: 33351

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Motorcycles have become more popular over the past 10 years. In 2022, there 9.6 million registered on-road motorcycles in the United States, (Statista 2026), almost double from 2002. (IIHS 2021). Even though total miles travel has decreased, because of its popularity, there has been an increase in crashes and fatalities involving motorcycles. A motorcycle is more difficult to operate than a passenger vehicle since it requires physical strength, skill and coordination. A motorcycle also offers the rider and passenger little protection in a crash. Crash data confirms this, and it is estimated that per vehicle mile traveled, motorcyclists are about 29 times more likely than passenger car occupants to die in traffic crashes. In addition, while 20% of passenger vehicle crashes result in injury or fatality, 80% of motorcycle crashes result in injury or fatality. The primary cause of fatalities for motorcycle riders is head injuries. Furthermore, based on the National Highway Traffic Safety Administration's (NHTSA) data, over the past 10 years, the number of traffic fatalities in urban areas have increased surpassing fatalities in rural areas since 2016, among the fatal crash types that have risen in urban areas motorcycle fatalities are up 33%.

The NHTSA research has also revealed Sunbelt States have a larger share of overall motorcycle fatalities as a percentage of registered motorcycles. Those states south of the 37th parallel have longer riding seasons and more motorcycle owners, resulting in more road risk exposure than our cold weather counterparts, and Florida's status as a tourist destination with numerous motorcycle events increases the number of motorcycle visitors each year. In 2022 Florida had an estimated 650,201 registered motorcyclists. (Statista 2026) and Florida has been ranked the number 1 state in the country with the most fatalities involving motorcycles in vehicle crashes, for 3 consecutive years.

The City of Sunrise is an urban area located in Florida, the southernmost state. In addition, Sunrise is in Broward County, which is the second most populated county in the state of Florida. Broward County is now ranked 2nd in the state of Florida for injuries and fatalities due to motorcyclists. The City of Sunrise is the eighth largest city in Broward County and is the 27th most populated city in the state of Florida. In addition to the increases in motorcycle fatalities occurring in Broward County in 2025, the number of motorcycle crashes also directly affects the Sunrise Police Department (SPD). Though the total number of motorcycle crashes in Sunrise appear to have reduced, the percentage of serious injury crashes has increased from 8.5% in 2024 to 13% in 2025, based on data provided by Signal4 Analytics.

The City of Sunrise is the home of "Alligator Alley Harley Davidson", one of the 3 south Florida Harley Davidson Dealerships. Their business draws thousands of motorcycle riders into our city each year. Sunrise is also instrumental in the Toys in the Sun Run, an event which brings thousands of additional motorcyclists to Markham Park on a yearly basis.

In addition, Sunrise has approximately 100,100 residents and welcomes approximately 25 million tourists yearly who visit the Sawgrass Mills Mall. This shopping and dining venue is the second-largest tourist attraction in Florida and the 11th largest mall in the United States. Furthermore, the Amerant Bank Arena, previously known as Branch Banking and Trust (BB&T), is located in Sunrise; this is the 2nd largest state of the art arena/venue, with 20,000 seats, a $225 million- dollar multi-purpose arena, hosting more than 100 major entertainment events annually and home to the NHL's Florida Panthers Hockey Team.

These attractions make the City of Sunrise one of Florida's top tourist destinations, attracting several million national and international visitors each year. The challenges of accommodating several million additional visitors to our city each year as well as our daily population of more than 100,100, our beautiful weather, longer than normal riding season and being home of a Harley Davidson Dealership and various motorcycling events, only increases the number of local, national and international drivers of motorcycles and scooters utilizing our roadways and increasing violations of traffic laws, crashes and most significantly fatalities.

Since serious injuries are continuing an upward trend, the Sunrise Police Department (SPD), is applying for

subgrant funding in hopes of restoring our strategy to reduce and prevent further loss of life and serious injuries through motorcycle education and enforcement activities.

Data obtained by:
2025 U.S. Census Quickfacts
Statista 2026
https://nhtsa.gov/traffic-deaths
https://driving-tests.org/driving-statistics
NTHSA's National Center for Statistics and Analysis
FDOT FY2027 Highway Safety Matrix-Ranking of Florida Counties (data 2020-2024)
https://cdan.dot.gov/SASSToredProcess/guest

2. Proposed Solution:

The Sunrise Police Department (SPD) is applying for subgrant funding to conduct operating data driven high visibility enforcement and educational program targeting unsafe motorcycle operations and maneuvers in areas of the city that are susceptible to motorcycles crashes. Subgrant funding, if awarded, will be used to continue covering the costs of overtime salary and benefits to implement this program.

Our program's primary goal will be the reduction of motorcycle crashes, crash related fatalities and serious injuries, and rider education by implementing enforcement operations focusing on motorcyclists and their safety. SPD has noted numerous motorcyclist encounters in our city, who do not have proper endorsement on their driver's license. It is our intention to further educate and enforce those violations and to increase riding skills by encouraging those riders to take the proper state certification rider course and inspire them to be more capable and safer motorcyclists. Also, we will place added emphasis on the countermeasures noted in Motorcycle Safety, regarding encouraging motorcycle helmet use and protection, use of high visibility gear, and identifying alcohol-impaired motorcyclists through characteristic driving behaviors or cues. In conjunction with the above it is also important to increase awareness among other drivers about motorcycles on the road and educate drivers on what constitutes safe driving behaviors around motorcycles.

SPD will again remain vigilant in concentrating on areas/locations which have a high frequency of crashes, both serious injury and fatalities and use our existing resources to carry out high visibility enforcement operations to enhance existing traffic operations. As noted, the primary objective of the operations will be to identify motorcyclists violating driving laws. In addition, we will provide motorcycle safety information and education with the use of message boards, local media outlets and social media to not only reach motorcycle drivers/riders but to increase motorists' awareness of motorcyclists and the importance of sharing the road.

Lastly, to re-establish incorporating additional education and awareness operations it is our intention to maintain working in partnership with our local Harley Davidson Dealer to provide motorcycle safety and awareness initiatives during Harley's special events focusing on the items noted in the above paragraphs.

The SPD Grant Project Coordinator will continue to research and determine the primary motorcycle crash areas requiring the most focus. Our coordinator will supervise personnel allocations to realize the largest effect on motorcyclists and their safety within our city limits. He or she will also organize our enforcement campaigns, which as noted will focus on motorcyclist safety, helmet use and other traffic infractions, at least once or twice a month, depending on available funding, and will confirm the days, times and locations of the enforcement actions. In addition, he or she will coordinate with our local Harley Davidson Dealer safety and awareness programs during their events.

The coordinator will continue to monitor the use of awarded subgrant funding and remain fiscally responsible to maximize the funding in support of our enforcement and education campaigns throughout the subgrant cycle. Each officer involved in these campaigns will be required to complete any necessary training and will be responsible for completing the FDOT Safety Officer Daily Activity Log. Once completed, activity logs will be reconciled by the project coordinator, and copies will be submitted with each reimbursement invoice.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
b. Conduct a minimum of 1 motorcyclist safety focused overtime enforcement operations each month.

c. Conduct and/or participate in a minimum of 2 educational/community outreach events to increase motorcyclist safety awareness during the project period.

d. Provide motorcyclist safety information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 4 times during the project period

e. Strive to decrease motorcycle crashes and fatalities by 3% citywide, when compared to the 10/01 to 06/30 time period from the previous year.

4. Evaluation:

a. Enforcement activity start date.

b. The number of motorcyclist safety focused enforcement operations conducted monthly.

c. Detail all educational/community outreach events conducted or participated in to increase motorcyclist safety awareness during the project period.

d. The number of instances that motorcyclist safety information and education is provided to the public through the use of multimedia outlets during the project period.

e. Crash data will be collected and analyzed at the end of the project period to determine the increase or decrease of motorcyclist crashes when compared to the 10/01 to 06/30 time period from the previous year.

Part III: PROJECT DETAIL BUDGET

Project Title: Motorcyclist Safety and Education Initiative

Project Number: MC-2027-00266

FDOT Contract Number: G3W83

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for sworn law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement and Workers Compensation.	$40,000	$0	$40,000	No
	Subtotal:	**$40,000**	**$0**	**$40,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$40,000**	**$0**	**$40,000**	

Part IV: PERFORMANCE REPORT

Project Title: Motorcyclist Safety and Education Initiative

Project Number: MC-2027-00266

FDOT Contract Number: G3W83

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data and other data (high motorcycle traffic areas) to determine focus areas for targeted motorcycle enforcement.
4. Conduct motorcyclist safety-focused enforcement operations.
5. Conduct motorcyclist safety outreach/educational activities.
6. Provide motorcyclist safety education/messaging through multiple media outlets.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) 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;

(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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, 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 Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ‘‘programs or activities’’ to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

    (h) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

        (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

        (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

        (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

        (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

        (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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;

        ii. 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;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. 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 31 U.S.C 1352. 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.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient 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. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers 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 Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers 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/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement 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 used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $40,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37526300004020FL0	01/12/2026

Project Title: Motorcyclist Safety and Education Initiative

Project Number: MC-2027-00266

FDOT Contract Number: G3W83

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 4.D. **C #:** 26275

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving a "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" for the Impaired Driving Initiative; and providing an effective date.

BACKGROUND INFORMATION:
The Sunrise Police Department has been awarded a grant in the amount of $40,000.00 from the State of Florida Department of Transportation (FDOT) Highway Traffic Safety Funds for the Impaired Driving Initiative. The Grant funding is to be used to reimburse Police Officer overtime in the amount of $40,000.00 to conduct data-driven high visibility enforcement within the City of Sunrise and provide educational information and community outreach.

The goal of this program is to educate the community about impaired driving and reduce impaired driving related fatalities and injuries. The primary efforts of the Sunrise Police Department will be focused on curtailing impaired driving accidents, which often result in fatalities and critical injuries. There is no City match requirement for this grant.

It is requested that the City Commission approve the Subgrant Agreement with FDOT and authorize the Chief of Police to execute the agreement and all documents necessary to effectuate this grant award.

FUNDING INFORMATION:
Grant Award: $40,000
No City Match Required

ATTACHMENTS:
ATY Resolution - C26275

FDOT Letter of Acceptance
FDOT Subgrant Agrmnt FY27 - Impaired Driving

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS" FOR THE IMPAIRED DRIVING INITIATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation awarded a grant to the City of Sunrise, through the Sunrise Police Department, for the Impaired Driving Initiative; and

WHEREAS, a Subgrant Agreement between the parties is required for the City to receive the grant funding.

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

Section 1. The above-referenced Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. A "State of Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds" (Subgrant Agreement) for the Impaired Driving Initiative is hereby approved. A copy of the Subgrant Agreement is attached hereto and made part of this Resolution as Exhibit A.

Section 3. The Chief of Police is hereby authorized to execute the Subgrant Agreement on behalf of the City and the Sunrise Police Department.

Section 4. The Chief of Police, or designee, is hereby authorized to do all acts and things required for the complete performance of the Subgrant Agreement, including executing any certifications, extensions or renewals; however, any material amendments require approval of the City Commission. The Chief of Police shall provide the City Clerk with a copy of any executed extensions or renewals.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2026

Daniel J. Ransone
City of Sunrise
10440 W. Oakland Park Blvd.
Sunrise, Florida 33351

RE: FY2027 Highway Traffic Safety Concept Paper Selection - CPG-2027-Sunrise Po-00030

Dear Daniel J. Ransone:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2027 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2027 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2027 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2027-Sunrise Po-00030

Implementing Agency
City of Sunrise Police Department

Project Title:
2027 Impaired Driving

Amount Requested
$75,000

After a comprehensive review, CPG-2027-Sunrise Po-00030 was funded for FY2027 with the following project number, title, and funding levels below:

FY2027 Project Number
M5HVE-2027-00030

Implementing Agency
City of Sunrise Police Department

Project Title:
Impaired Driving

Amount to be Awarded
$40,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** M5HVE-2027-00030	**FDOT Contract Number:** G3W73
Federal Funds Awarded: $40,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2027

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Impaired Driving
2. Federal Funding: $40,000 Match: $0 Total Cost: $40,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Sunrise	Agency Name:	Sunrise Police Department
Address:	10770 W. Oakland Park Blvd	Address:	10440 W. Oakland Park Blvd
City:	Sunrise	City:	Sunrise
State:	Florida	State:	Florida
Zip:	33351	Zip:	33351

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 590944587 001

6. Federal Unique Entity Identifier (UEI) Number: G4JMYYE38F61

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Susan Nabors	Name:	Denise Guzzi
Address:	10770 W. Oakland Park Blvd	Address:	10440 W. Oakland Park Blvd
City:	Sunrise	City:	Sunrise
State:	Florida	State:	Florida
Zip:	33351	Zip:	33351
Telephone:	(954) 746-3215	Telephone:	(954) 746-3493
E-mail:	snabors@sunrisefl.gov	E-mail:	dguzzi@sunrisefl.gov
9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Pui King Liu	Name:	Jeremy Copas
Title:	Accountant	Title:	sergeant
Telephone:	(954) 746-3247	Telephone:	(954) 746-3342
E-Mail:	piu@sunrisefl.gov	E-Mail:	jcopas@sunrisefl.gov

11. Payment Remittance Address:

Name:	City of Sunrise
Address:	10770 W. Oakland Park Blvd
City:	Sunrise
State:	Florida
Zip:	33351

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Every day, approximately 34 people in the United States die in drunk driving crashes, which is one person every 42 minutes. The National Highway Safety Administration's (NHTSA) Traffic Safety Facts for Alcohol Impaired Driving reports in 2023, there were 12,429 fatalities in alcohol impaired driving traffic fatalities. Of the 12,429 people who died in alcohol impaired driving crashes, 60% or 7,494 people, where alcohol-impaired, 13% or 1,571 people were passengers riding with an alcohol impaired driver, 16% or 1980 people were occupants of other vehicles and 11% or 1,384 people were nonoccupants, pedestrians, bicyclists etc. These fatalities were all preventable. As reported by the Insurance Institute for Highway Safety (IIHS), the total of all traffic fatalities in that same year was 40,901 people. This reveals that 30% of all traffic fatalities in the United States were related to impaired driving; an alarming percentage. According to Signal Four Analytics, in 2025, Florida recorded 12,094 crashes involving impaired driving, 4.3% were fatalities and 6.5% were serious injuries. In addition, NTHSA has reported that the third highest alcohol impaired driving fatalities were in the state of Florida.

Driving while impaired remains one of the largest contributors to road crashes. Despite significant progress around the world, alcohol impaired drivers remain a continual issue. Alcohol is a substance that reduces the function of the brain, impairing thinking, reasoning and coordination. Under the influence of alcohol, drivers can experience slowed reaction time, decreased hand-eye coordination and difficulty perceiving time and distance. All of these functions are essential to safely operate a motor vehicle. Additionally, there are established characteristics of drivers in alcohol related fatal crashes, they include the following:

• Sex: there are approximately 4 male alcohol impaired drivers in fatal crashes for every female alcohol impaired driver.

• Males had a higher percentage (22 %) of alcohol-impaired drivers involved in fatal traffic crashes than females (16%).

• Age: Drivers 21-24 (28%) and 25-34 (26%) have the highest percentages of alcohol impairment in fatal crashes of any age group, increasing from the previous year.

• Vehicle Type: Motorcycle riders have a higher percentage (26%) of alcohol impairment in fatal crashes than passenger cars (24%), light trucks (20%) or large trucks (4%).

• Restraint use: Among passenger vehicle drivers who were alcohol impaired and killed in crashes 65% were unrestrained.

Furthermore, NTHSA data reported that alcohol impairment among drivers involved in fatal crashes is nearly three times higher at night than during the day. Approximately 47% of all alcohol impaired fatal crashes occurred between 9PM and 3AM. Alcohol involvement is also much higher in fatal car crashes on weekends (28%) than on weekdays (16%).

The city of Sunrise is located in Broward County, which is the second most populated county in the State of Florida. Sunrise is the eight largest city in Broward County and is the 27th most populated city in the state of Florida with an estimated population of 100,100 residents. On the 2027 Highway Safety Matrix - Ranking of Florida Counties, Broward County ranks #6 in impaired driving injuries and fatalities amongst populations of 50,001 - 300,000 people. In addition to the current population, Sunrise welcomes approximately 25 million tourists and families yearly who visit the Sawgrass Mills Mall. This shopping and dining venue is the second-largest tourist attraction in Florida, and the 11th largest mall in the United States. Furthermore, the Amerant Bank Arena, is located in Sunrise; this is the 2nd largest state of the art arena/venue, with 20,000 seats, a $225 million- dollar multi-purpose arena, hosting more than 100 major adult and family entertainment events annually and is also home to the NHL's Florida Panthers Hockey Team. These attractions make the city of Sunrise one

of Florida's top tourist destinations, attracting several million national and international visitors each year.

The challenges of accommodating several million additional visitors to our city each year as well as our daily population of more than 100,000 only increases the number of local, national and international drivers utilizing our roadways and increasing violations of traffic laws, crashes and most significantly serious injuries and fatalities related to impaired driving. Due to the high volume of sports, concerts and other events scheduled, nights and weekends at Amerant Arena, in the city of Sunrise, this venue and its surrounding locations would be considered a higher risk area for impaired driving based on NTHSA's data concerning higher fatality crashes during nights and weekends.

Due to the data reported, the Sunrise Police Department (SPD), is applying for subgrant funding to continue executing our initiative to reduce and prevent further loss of life and serious injuries due to impaired driving. Our goal is to continue to increase impaired driving education and outreach and reduce the number of impaired drivers on our roadway through various channels:

1. Assisting local agencies throughout Broward County with high visibility Sobriety Checkpoints

2. Implementing Saturation Patrols in our city

3. Integrated enforcement

4. Communication, community outreach and media campaigns

2. Proposed Solution:

The Sunrise Police Department is applying for subgrant funding to perform data driven high visibility enforcement operations that focus on the reduction of impaired driving crashes, serious injuries and fatalities on our roadways. Subgrant funding will be used to cover the costs of overtime salary and benefits to implement this program.

The National Highway Traffic Safety Administration has published "Countermeasures That Work" (Edition 11), a reference guide to help select effective, science-bases traffic safety countermeasures to combat highway safety problem areas. The countermeasure(s) we intend to utilize are referenced in Chapter 1: Alcohol-Impaired Driving. Four basic strategies are used to reduce impaired driving crashes and driving under the influence (DUI), deterrence, prevention, communications and outreach, and alcohol treatment. We will be focusing on two out of the four strategies, deterrence and communication and outreach.

The first strategy is deterrence; this will be our primary emphasis. This works by changing behavior through the fear of apprehension and punishment. If drivers believe impaired driving is likely to be detected and impaired drivers are likely to be arrested, convicted or punished, many will not drive while impaired by alcohol. General deterrence influences the general driving public. An example of this would be well-publicized and highly visible enforcement activities such as checkpoints. As noted in this section of 'Countermeasures', Publicized Sobriety Checkpoints have a 5-star effectiveness rating. It is our intention to work in conjunction with neighboring law enforcement to assist in these scheduled and advertised checkpoints earmarked within our city.

As previously noted, SPD will work in concert with local law enforcement agencies throughout Broward County with Publicized Sobriety Checkpoints at which law enforcement officers stop vehicles at predetermined locations to investigate whether drivers are impaired. Although these check points remove impaired drivers from the road the primary purpose is to deter driving after drinking among the general populations by increasing the perceived risk of being stopped and arrested. The Center for Disease Control's systemic review found that checkpoints reduce alcohol-related fatal crashes by 9%. Similarly, an analysis found checkpoints reduce alcohol related crashes by 17% and all crashes by 10-15%. Research also suggests that high-visibility enforcement (HVE) checkpoints deter drinking and driving in a community.

Flexible checkpoints are also another tactic to incorporate into our program. This involves staging checkpoints but not actually stopping drivers. Signs, law enforcement vehicles and other indicators of checkpoint activity are next to various roads, suggesting that alcohol-impaired enforcement is about to begin. This type of checkpoint raises the visibility of enforcement activity and increases the perception of the public that drinking drivers will get caught. In this instance again deterrence plays a key role.

High-visibility saturation patrols, which have a 4-star effectiveness rating, will also be incorporated. A saturation

patrol consists of a larger number of officers patrolling a specific area looking for impaired drivers. These patrols usually take place at times and locations where impaired-driving crashes commonly occur. Like sobriety checkpoints, the primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. To do this, saturation patrols will be publicized extensively and conducted regularly as part of an ongoing program.

Our emphasis will also incorporate visibility through communication and media into our campaign, as it is an important consideration. To deter alcohol-impaired driving among the public, checkpoints must be highly visible and publicized extensively. Communication and enforcement plans should be coordinated. Messages should clearly support enforcement. Mass media campaigns will also be integrated which will consist of intensive communication and outreach activities regarding alcohol impaired driving. Media campaigns will be planned as part of our overall communications and outreach strategy which supports specific impaired-driving activities such as enforcement.

We anticipate incorporating social media to reach our community with messages concerning alcohol-impaired driving. Sites such as Facebook, Twitter, Instagram, Snapchat and YouTube can effectively reach large numbers of people. This will be useful when combined with other types of communication to support specific impaired driving activities. As noted, a recent survey of the role and use of social media in traffic safety messaging recommended six practices to incorporate social media outreach efforts. This includes reusing the same messages across traditional and social media platforms, using images and videos strategically, timing the messaging and content appropriately, and collaborating with other agencies to maximize visibility.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease impaired driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct a minimum of 4 impaired driving high visibility overtime enforcement operations during the project period.

d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum of 2 educational/community outreach events to increase impaired driving awareness during the project period and provide details.

f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Impaired driving crashes and fatalities are reduced by 3% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of impaired driving high visibility overtime enforcement operations conducted during the project period.

d. The number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.

e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.

f. The number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Impaired Driving

Project Number: M5HVE-2027-00030

FDOT Contract Number: G3W73

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime salary and benefits for sworn law enforcement personnel and non-sworn law enforcement administrative staff (compiling subgrant paperwork, including forms and paystubs, etc.), benefits to include FICA (Social Security and Medicare), Retirement and Worker's Compensation.	$40,000	$0	$40,000	No
	Subtotal:	**$40,000**	**$0**	**$40,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$40,000**	**$0**	**$40,000**	

Part IV: PERFORMANCE REPORT

Project Title: Impaired Driving

Project Number: M5HVE-2027-00030

FDOT Contract Number: G3W73

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement operations.
5. Conduct and/or participate in outreach/educational events/activities for impaired driving.
6. Disseminate impaired driving information and education to the public through the use of either message boards, local media outlets, social media, and/or press releases during this claim period.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) 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;

(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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, 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 Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ‘‘programs or activities’’ to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

    (h) Nondiscrimination Clause.

        During the performance of this subgrant, the Subrecipient agrees:

        (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

        (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

        (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

        (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

        (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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;

        ii. 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;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. 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 31 U.S.C 1352. 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.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient 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. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers 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 Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers 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/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement 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 used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☑ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $40,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A3752630000405DFLM	03/30/2026

Project Title: Impaired Driving

Project Number: M5HVE-2027-00030

FDOT Contract Number: G3W73

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized FDOT State Safety Office Representative

Date: _____
Date Signed

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

Date: _____
Date Signed

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 4.E. **C #:** 26279

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a "School Resource Officer Agreement" between the School Board of Broward County, Florida, and the City of Sunrise, Florida, for the 2026/2027 School Year; and providing an effective date.

BACKGROUND INFORMATION:
The School Board of Broward County (SBBC) has requested that the Sunrise Police Department provide eight Police Officers to serve as School Resource Officers (SRO) at eight Sunrise elementary schools, two Police Officers at two Sunrise middle schools, and two Police Officers to serve as SROs at Piper High for a total of 12 SROs in Sunrise Schools. SBBC has agreed to pay the City of Sunrise $1,430,824.80 for the SROs for the 2026-2027 school year. The term of this Agreement shall commence on August 3, 2026 and conclude June 1, 2027. It is requested that the City Commission approve the Agreement with the School Board of Broward County for School Resource Officers for the 2026-2027 school year.

FUNDING INFORMATION:
Revenue from School Board of Broward County: $1,430,824.80

ATTACHMENTS:
ATY Resolution - C26279
2026-2027 SRO Agreement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "SCHOOL RESOURCE OFFICER AGREEMENT" BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF SUNRISE, FLORIDA, FOR THE 2026/2027 SCHOOL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The School Board of Broward County, Florida (SBBC) has established a School Resource Officer Program pursuant to the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that the City of Sunrise provide law enforcement officers to serve as School Resource Officers during the 2026/2027 School Year at eleven (11) participating SBBC schools within the City as identified in the Agreement.

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

Section 1. The "School Resource Officer Agreement" (Agreement) between The School Board of Broward County, Florida, and the City of Sunrise is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. The Chief of Police or designee is hereby authorized to take all actions necessary to fully perform the Agreement; however, any material amendment to the Agreement requires City Commission approval.

Section 4. Effective Date. This Resolution shall effective retroactive to August 3, 2026.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF SUNRISE, FLORIDA
(hereinafter referred to as "CITY")
a municipal corporation whose principal place of business is
10770 West Oakland Park Boulevard, Sunrise, Florida 33351

RECITALS

A. **WHEREAS**, SBBC has established a School Resource Officer Program ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act.

B. **WHEREAS**, SBBC desires that CITY provide law enforcement officers to serve as School Resource Officers ("SROs") in certain Participating SBBC Schools located within CITY, Broward County, Florida and CITY will assign law enforcement officers to serve as SROs under this SRO Program.

C. **WHEREAS**, the SRO Program is a great benefit to the school administration, the student body, and the community as a whole. CITY and SBBC (collectively, the "Parties") desire to enter into this School Resource Officer Agreement ("Agreement") to accomplish the purposes expressed herein.

D. **WHEREAS**, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

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

ARTICLE 1 - RECITALS

1.1 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

Term of Agreement. The term of this Agreement commences on **August 3, 2026** ("Effective Date") and concludes in **June 1, 2027**, unless terminated earlier pursuant to sections 2.12, 3.5, 3.6, and 3.7 of this Agreement.

2.2 **Participating SBBC Schools**. CITY shall assign twelve (12) law enforcement officers to serve as SROs at eleven (11) schools operated by SBBC that are listed below (collectively, "Participating SBBC Schools"), on the dates specified below. If the Parties desire to add SROs or add Participating SBBC Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The Participating SBBC Schools include the following:

2.2.1 Elementary Schools

2.2.1.1 Banyan (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.2 Discovery (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.3 Horizon (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.4 Nob Hill (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.5 Sandpiper (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.6 Sawgrass (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.7 Village (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.1.8 Welleby (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.2 Middle Schools

2.2.2.1 Bair (1 Officer) (from August 3, 2026, through June 1, 2027, including

all employee planning days)

2.2.2.2 Westpine (1 Officer) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.2.3 High Schools

2.2.3.1 Piper (2 Officers) (from August 3, 2026, through June 1, 2027, including all employee planning days)

2.3 **Assignment of SROs**.

2.3.1 CITY shall always maintain SROs on duty during regular school hours and in accordance with the number of SROs specified in section 2.2 of this Agreement, with the exception of circumstances specified herein.

2.3.2 "Regular school hours," for purposes of this Agreement, shall not exceed seven and one half (7 ½) consecutive hours per day beginning fifteen (15) minutes before and ending fifteen (15) minutes after the respective Participating SBBC School's posted school bell schedule whether or not students are engaged in distance learning.

2.3.3 CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. CITY shall promptly (and prior to a change) advise the Principal of the Participating SBBC School and the Broward County Schools Police Chief (SRO Program Liaison) of the name of any replacement SRO assigned to provide services under this Agreement.

2.3.4 At any Participating SBBC School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC School so long as that SRO spends a majority of time in her/his originally assigned Participating SBBC School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC Schools and the Broward County Schools Police Chief (SRO Program Liaison) of the temporary reassignment. Additionally, CITY shall not allow the number of SROs to fall below one (1) SRO per Participating SBBC School.

2.3.5 Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain SROs on duty during regular school hours, in accordance with the number of SROs specified in section 2.2 of this Agreement. In an emergency circumstance as stated herein, CITY shall notify the school Principal and SBBC's Chief of Broward County Schools Police or her/his designee for the SRO Program in a timely manner and the SRO shall return to the respective assigned school as soon as the SRO has been relieved of the emergency circumstance.

2.3.6 Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC School during regular school hours, then it shall immediately notify SBBC's Chief of Broward County Schools Police so that SBBC may timely assign a Safe School Officer.

2.3.7 CITY shall notify the SBBC Chief of Broward County Schools Police or designee in writing immediately, but no later than the same day that an SRO discharges her/his firearm in the exercise of the SRO's duties, other than for training purposes.

2.3.8 CITY shall notify the SBBC Chief of Broward County Schools Police or designee in writing immediately, but no later than forty-eight (48) hours after an SRO has been disciplined for misconduct or has been dismissed from her/his duties as an SRO by CITY, including in cases where the SRO is reassigned or moved to another school location, whether by SBBC, or CITY.

2.3.9 For any allegation of misconduct resulting in an SRO being placed on administrative leave or reassigned pending completion of an investigation by CITY, CITY shall provide SBBC with updated information regarding the result of the investigation within twelve (12) calendar days after the investigation ceases to be active or after the investigation has concluded as is defined in Section 112.533(5)(a) 1, 2, and (b), Florida Statutes.

2.4 **Duties of SROs**. An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

2.4.1 the performance of law enforcement functions within the school setting;

2.4.2 the provision of assistance to SBBC in protecting and securing the school site and its occupants during regular school hours and for the duration of any food distribution or dissemination of electronic devices;

2.4.3 upon learning of any potential threat that affects the safety and security of the school, SROs shall, as soon as practicable, promptly notify the applicable Participating School's administration of the situation so protective measures can be implemented by the SBBC;

2.4.4 the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;

2.4.5 the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;

2.4.6 the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

2.4.7 the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens;

2.4.8 School-Based Threat Management Team. SROs shall participate as a School-Based Threat Management Team ("SBTMT") member at a SBTMT Meeting located at the

respective Participating SBBC School. As a SBTMT member, the SRO will assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.

2.4.9 Training.

2.4.9.1 Pursuant to Section 1006.12(1)(b), Florida Statutes, CITY shall be responsible for maintaining any and all training records for all SROs.

2.4.9.2 Pursuant to Section 1006.12(2)(c), Florida Statutes, SROs shall meet all State requirements including mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention prior to the CITY's assignment to a Participating SBBC School. CITY shall provide Broward Schools Police and the school principal with written certification of completion for each assigned SRO.

2.4.9.3 To the extent SROs have not completed training related to best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide free training opportunities for all SROs, assigned to school sites during regular school hours or on any agreed upon early release day or employee planning day at no cost.

2.4.10 Law Enforcement Gun Safes/Lockers.

2.4.10.1 CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY's purchase of gun safes or gun lockers, through its funds or any applicable grant(s) that it receives;

2.4.10.2 CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

2.4.10.3 CITY shall provide to SBBC a letter from City's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes or a written verification of liability insurance, if applicable, with regard to any of the CITY's weapons and other property stored at any Participating SBBC School;

2.4.10.4 CITY will ensure that the location selected for any gun safe or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. CITY will coordinate the

location and placement of any gun safe or gun locker with SBBC officials so such items may be incorporated within the Participating SBBC School's security plan; and

2.4.10.5 If at the conclusion of this Agreement, either Party determines that they will not enter into an Agreement for the following school year, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the Party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of SBBC and SBBC may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker will remain the property of CITY and CITY shall collect the contents before SBBC disposes of the gun locker or gun safe.

2.5 **SBBC Responsibilities**.

2.5.1 SBBC Control Over Educational/Instructional Programs and Materials. SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC Schools including those provided through the SRO Program. Any activities conducted by an SRO as part of the regular instructional program shall be provided upon prior consultation and coordination with the Principal of the Participating SBBC School.

2.5.1.1 Pursuant to Section 1006.13(4), Florida Statutes, the principal (or designee) shall consult with the SRO concerning appropriate delinquent acts and crimes at the respective Participating SBBC School.

2.5.1.2 The principal (or designee) shall report acts that pose a threat to a Participating SBBC School(s)' safety, whether committed by a student or adult, to CITY's law enforcement agency, pursuant to Section 1006.13(4), Florida Statutes.

2.6 **SBBC Contact Persons**. The Principal at each Participating SBBC School shall be SBBC's on-site contact person for any SROs assigned to that school. SBBC's Superintendent of Schools has designated the Chief of Broward County Schools Police to serve as SBBC's liaison for the SRO Program.

2.7 **Cost of Services.**

2.7.1 SBBC Cost for 2026-2027 school year. SBBC's cost for services provided by CITY shall be Eleven Thousand, Nine Hundred Twenty-Three Dollars and 54/100 Cents ($11,923.54) per SRO per month in the 2026-2027 school year as more specifically stated in the Cost Chart below.

Participating SBBC School	No. of SROs	Duration (Months) per school year	2026-2027 school year Monthly Cost per SRO	2026-2027 Cost per Participating District School
Elementary Schools				
1. Banyan	1	10	$11,923.54	$119,235.40
2. Discovery	1	10	$11,923.54	$119,235.40
3. Horizon	1	10	$11,923.54	$119,235.40
4. Nob Hill	1	10	$11,923.54	$119,235.40
5. Sandpiper	1	10	$11,923.54	$119,235.40
6. Sawgrass	1	10	$11,923.54	$119,235.40
7. Village	1	10	$11,923.54	$119,235.40
8. Welleby	1	10	$11,923.54	$119,235.40
Middle Schools				
1. Bair	1	10	$11,923.54	$119,235.40
2. Westpine	1	10	$11,923.54	$119,235.40
High Schools				
1. Piper	2	10	$ 23,847.08	$238,470.80
Yearly Totals:	12		$	$1,430,824.80

2.7.2 Unless otherwise specified herein, SBBC shall not be invoiced or otherwise obligated to pay for any day(s) in the monthly period that CITY failed to provide the prescribed number of SROs, or other temporarily assigned law enforcement officer, serving as an SRO for the regular school hours defined in this Agreement.

2.8 **Payment for SRO Program Services**.

2.8.1 Subsequent to the approval of this Agreement by both parties and subsequent to the Effective Date of this Agreement, CITY shall appropriately submit invoices to SBBC for SRO services rendered under this Agreement, at the end of every month of the term of this Agreement.

2.8.2 Each monthly invoice shall contain reference to the school year, the respective installment to which it pertains, the name of the school, the actual number of SROs assigned for that installment period, the monthly invoice amount as specifically stated in the table in section 2.07 of this Agreement, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those days that SROs actually rendered services under this Agreement.

2.8.3 Upon receipt by SBBC's contact person designated in section 2.6 of CITY's proper invoice together with CITY's certification and verification by SBBC that the SRO services were provided by CITY in accordance with this Agreement, SBBC shall make payment for SRO services within thirty (30) calendar days after receipt of such invoice.

2.8.4 With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of regular school hours. CITY shall provide any and all information related to the individual pay rate of the SRO that performed the overtime and that respective SRO's overtime rate.

2.9 **Inspection of CITY's Records by SBBC**. CITY shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CITY's Records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, or claims submitted by CITY or any of CITY's payees pursuant to this Agreement. CITY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CITY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

2.9.1 CITY's Records Defined. For the purposes of this Agreement, the term "CITY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

2.9.2 Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CITY's Records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CITY pursuant to this Agreement.

2.9.3 Notice of Inspection. SBBC's agent or its authorized representative shall provide CITY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

2.9.4 Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to CITY's reasonable security procedures, and shall be provided adequate and appropriate workspace at a CITY facility in order to exercise the rights permitted under this section.

2.9.5 Failure to Permit Inspection. Failure by CITY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the denial of CITY's claims

for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

2.9.6 Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand from SBBC unless otherwise agreed to in writing by both Parties.

2.9.7 Inspection of Subcontractor's Records. If applicable, CITY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by CITY to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of Payee's costs from amounts payable by SBBC to CITY pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of CITY.

2.9.8 Inspector General Audits. CITY shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other federal, state, or local officials.

2.9.9 Exempt Records. Notwithstanding anything to the contrary contained herein, CITY's Records will not be open to inspection, examination, evaluation, reproduction, or audit if prohibited by law.

2.10 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief, Broward County Schools Police The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, Florida 33351
With a Copy to:	Chief, Safety and Security Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301

To CITY: Sunrise City Manager
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

With a Copy to: Chief of Police
Sunrise Police Department
10440 West Oakland Park Boulevard
Sunrise, Florida 33351

2.11 **Indemnification.** Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.12 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third-person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of

the State of Florida to be sued by third-parties in any matter arising out of any contract.

3.3 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by CITY to participate in the SRO Program. All compensation, wages, salaries, benefits, and other emoluments of employment payable to the SROs shall be the sole responsibility of CITY. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds, or insurance for CITY's officers, employees, agents, subcontractors, or assignees.

3.4 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

3.5 **Termination**. This Agreement may be terminated with or without cause by either Party during the term hereof upon thirty (30) calendar days' written notice to the other Party of its desire to terminate this Agreement.

3.6 **Default**. The Parties agree that, if either Party is in default of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting Party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting Party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section will be construed to preclude termination for convenience pursuant to section 3.5.

3.7 **Annual Appropriation.** Both Parties performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If that Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds have been allocated. The terminating Party shall notify the other Party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty accrues to the terminating Party

if this provision is exercised, and the terminating Party is not obligated or liable for any future payments due or any damages as a result of termination under this section.

3.8 **Excess Funds**. Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.9 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall 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 Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **SBBC Disclosure of Education Records.**

3.10.1 School-Based Threat Management Team Meetings.

3.10.1.1 Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a SBTMT member at a

SBTMT Meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

3.10.1.2 Types of Education Records. For SROs participating in the SBTMT Meeting who have signed as a team member, SBBC will provide the SRO, upon her/his request at the SBTMT Meeting, with the education records used and discussed during the SRO's participation in the SBTMT Meeting at the respective Participating SBBC School. In addition, if the SRO requests a copy of the behavioral threat assessment document by the conclusion of the SBTMT Meeting, SBBC shall provide it to the signatory SRO, via hardcopy or secure email.

3.10.1.3 The SRO may keep and retain all records received pursuant to this section provided that such records are retained and kept in accordance with Chapter 119, Florida Statutes, and section 3.11, below.

3.10.1.4 Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

3.10.2 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in CITY's privacy policies, if any.

3.11 **CITY Safeguarding Confidentiality of Education Records.**

3.11.1 Notwithstanding any provision to the contrary within this Agreement, CITY shall:

3.11.1.1 fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

3.11.1.2 hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides written consent for their release;

3.11.1.3 ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

3.11.1.4 safeguard each education records through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3.11.1.5 utilize the education records solely for the purposes for which the disclosure was made or as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, display, or otherwise redisclose education records to any third-party without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirements;

3.11.1.6 notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3.11.1.7 fully cooperate with appropriate SBBC staff, including its Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

3.11.1.8 prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

3.11.1.9 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

3.11.1.10 provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

3.11.1.12 purge education records from any media once the media is no longer in use or is to be disposed.

3.11.2 Unless otherwise specified in this Agreement, all education records shall remain the property of SBBC, and any Party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 **Compliance with Laws**.

3.12.1 Each Party (which includes all law enforcement officers assigned to the SRO Program) shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Additionally, each law enforcement officer assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to CITY. Nothing contained herein shall be construed as either Party assuming the responsibility of the other Party's obligations as defined by applicable law;

3.12.2 Activities conducted by the SROs as part of the regular instructional program of the school shall be under the direction of the school Principal;

3.12.3 In accordance with Section 1006.12(1)(b), Florida Statutes, SROs shall abide by SBBC policies, but shall be responsible to CITY in all matters relating to employment, subject to this Agreement. In the event of conflict, CITY's policies prevail for all law enforcement activity and SBBC's policies prevail for all educational activity;

3.12.4 Officers equipped with body worn cameras shall utilize the device in accordance with CITY's policies, subject to this Agreement.

3.13 **Conflict Resolution**. SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **Place of Performance**. All SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.15 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.16 **Entirety of Agreement**. 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 is predicated upon any prior representations or agreements, whether oral or written.

3.17 **Binding Effect**. This Agreement is binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.18 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.19 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.20 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

3.21 **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

3.22 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

3.23 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.24 **Force Majeure**. Neither Party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot, or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.25 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.26 **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.27 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee, and CITY has delegated authority to the Mayor and/or chief executive officer or her/his designee, to take any actions necessary to implement and administer this Agreement.

3.28 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.29 **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

Date: 10 - 6 - 2026

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2026.09.29 06:48:23 -04'00'

Note: City of Sunrise, Florida - SRO - 2026-2027 school year (FY26-000)

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

(Municipal Seal)

CITY OF SUNRISE, FLORIDA

By: _____
City Manager

_____
ATTEST:

_____
DATE

_____
MAYOR/City Clerk

Approved as to Form:

_____
City Attorney

_____
DATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this _____ day of _____ 2026.

My Commission Expires:

_____
Signature – Notary Public

_____
Printed Name of Notary

(SEAL)

_____
Notary's Commission No.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 4.F. **C #:** 26271

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving "Amendment No. 1 to Standard Contract No. C 20-03-01-VH between the City of Sunrise, Florida and Wells Fargo Bank, N.A." for Banking, Safekeeping, and Lockbox Services; and providing an effective date.

BACKGROUND INFORMATION:
On December 14, 2021, the City of Sunrise Commission awarded RFP No. 20-03-01-VH and approved Standard Contract No. C20-03-01-VH between the City of Sunrise and Wells Fargo Bank, N.A. ("Wells Fargo") for Banking, Safekeeping, and Lockbox Services, pursuant to Resolution No. 21-142. The contract provides essential banking services to the City, including the safekeeping of City funds and securities and the processing of payments and deposits.

The current term of the Contract is scheduled to expire on December 29, 2026. The Contract provides for five (5) additional one-year renewal options. Approval of Amendment No. 1 will exercise the first one-year renewal option, extending the Contract term for an additional year, while also incorporating updated pricing, terms, and conditions. Wells Fargo has provided excellent service to the City of Sunrise and staff recommends continuing the relationship with this banking institution.

Based on a review of the City's July spending report, the updated contract rates result in an approximate 10% increase in costs. Actual expenditures may vary from month to month depending on the volume and utilization of services. Since the Contract term began in December of 2021, the Consumer Price Index (CPI) for the Miami - Fort Lauderdale - West Palm Beach area has increased approximately 26%.

Given the importance of these services to the City's ongoing financial operations, Staff recommends approval of Amendment No. 1 to Standard Contract No. C20-03-01-VH to

ensure the continued availability and uninterrupted provision of essential banking, safekeeping, and lockbox services. Wells Fargo continues to provide the City with satisfactory service and response time.

FUNDING INFORMATION:
Various Departmental Accounts

Amount not to exceed budgeted funds for FY 2026-2027.
Subsequent years are subject to budget approval.

ATTACHMENTS:
ATY Resolution - C26271
Amendment No. 1
Reso 21-142 and Contract C20-03-01-VH
Price Comparison
Sunbiz - Wells Fargo Bank, N.A.

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "AMENDMENT NO. 1 TO STANDARD CONTRACT NO. C 20-03-01-VH BETWEEN THE CITY OF SUNRISE, FLORIDA AND WELLS FARGO BANK, N.A." FOR BANKING, SAFEKEEPING, AND LOCKBOX SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 30, 2021, via Resolution No. 21-142, the Sunrise City Commission approved Standard Contract No. C 20-03-01-VH (Contract) with Wells Fargo Bank, N.A. for banking, safekeeping, and lockbox services; and

WHEREAS, an amendment to the Contract is necessary to extend the term for a one-year period through December 29, 2027, and to revise pricing, terms and conditions.

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

Section 1. "Amendment No. 1 to Standard Contract No. C 20-03-01-VH between the City of Sunrise, Florida and Wells Fargo Bank, N.A." (Amendment No. 1) for Banking, Safekeeping, and Lockbox Services to Wells Fargo Bank, N.A. is hereby approved. A copy of Amendment No. 1 is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute Amendment No.1.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

AMENDMENT NO. 1 TO
STANDARD CONTRACT NO. C 20-03-01-VH
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND WELLS FARGO BANK, N.A.

This Amendment No. 1 to Standard Contract No. C 20-03-01-VH (hereinafter referred to as the "Amendment No. 1") between the City of Sunrise and Wells Fargo Bank, N.A. is made by and between the City of Sunrise ("City") and Wells Fargo Bank, N.A. ("Contractor") this _____day of _____, 2026.

WHEREAS, the Contract was entered into between the parties on December 30, 2021, as awarded and approved under Resolution No. 21-142 of RFP 20-03-01-VH and Standard Contract C 20-03-01-VH for banking, safekeeping, and lockbox services; and

WHEREAS, the parties agree to extend the Contract for an additional one (1) year period ("First Renewal Period") from December 30, 2026, to December 29, 2027; and

WHEREAS, the parties agree to revise the pricing in accordance with Section 4.10, Terms Relating to Price, as per attached Exhibit B, Pricing, and add or modify specific sections in the Contract.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Amendment to Contract.

   a) Section 4, Initial Contract Period and Contract Renewal: Transition Period is hereby amended to add the following sentence at the end of the paragraph:

   "The parties agree to extend the Agreement for an additional one (1) year period, beginning December 30, 2026, to December 29, 2027, (First Renewal Period), unless earlier terminated as set forth in the Contract. The Parties agree to perform their respective duties during this extension period pursuant to the same terms and conditions as provided for in the Contract unless otherwise stated herein."

   b) Section 5. Access and Audits is hereby amended to add the following to the end of the section:

"Upon reasonable advance written notice, but in no event less than 30 calendar days, Contractor will allow the City to inspect Contractor's business books and records that are related only to services provided for the limited purpose of verifying compliance with the financial and record-keeping requirements of the Agreement during normal business hours. Access to the depository must be in accordance with Bank's security policies, processes, and protocols. Notwithstanding the foregoing sentence, nothing in this Agreement gives rise to a right, expectation, or other entitlement on the part of Agency to inspect, examine, or visit any Contractor data center, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Contractor's security practices."

c) Section 6. Insurance Requirements is hereby amended as follows:

Section 6.2 shall be amended to reflect that the following sentence shall be deleted in its entirety:

"Contractor agrees its coverage shall not contain any restrictive endorsement excluding or limiting Product/Completed Operations, Independent Contracts, Contractual Liability or Separation of Insureds."

Section 6.3 shall be deleted in its entirety and replaced with the following:

"Contractor agrees to endorse City of Sunrise as an additional insured."

Section 6.5 is hereby amended by deleting the following:

"For policies written on a "Claims-Made" basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, Retroactive date advanced or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor agrees to purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage BPL may be satisfied by endorsement under the CGL insurance or by way of standalone policy."

Section 6.8 is hereby amended by deleting the reference to (5) days and replacing it with (30) days.

Section 6.11 is amended by adding the following sentence to the end of the paragraph:

The parties agree that Contractor is permitted to use insurers to carry an AM Best rating of at least A- and said rating constitutes adequate financial condition for this Section.

d) Section 7, Definition of Confidential Information shall be clarified by this Amendment to reflect that City's Confidential Information shall include all information that constitutes a trade secret under Florda Statute § 812.081 which is disclosed to Contractor and which is designated as confidential in writing prior to or at the time of disclosure, which information may include but not be limited to (a) Nonpublic User Guides and Terms of Use, and (Security Procedures, passwords, codes, security devises and related instructions). Contractor's Confidential Information shall be the definition set forth in the Master Agreement for Treasury Management Services.

e) Section 11.1, Indemnification by Contractor. The phrase "Except for Notice and Credit Monitoring Costs", at the bottom of page 5, is hereby deleted in its entirety and replaced with the following:

"Except for legally required Notice and Credit Monitoring Costs, the costs of which shall be capped at $250,000."

f) Section 12, Contractor's Right of Setoff. Lien. Contractor's Right to Setoff, Security Interest, Withhold Settlement Funds is hereby deleted in its entirety and replaced with the following:

"Notwithstanding anything to the contrary contained in this Contract, any rights that Contractor may have in this Contract, including all Service Documentation, to setoff, lien, security interest and right to withhold settlement funds under this Contract shall not apply to the bond proceed accounts."

g) Section 26, Public Records Law shall be amended to include the following sentence at the end of the section:

"Notwithstanding the foregoing, Contractor shall not be required to disclose information protected from disclosure under applicable law, including security procedures, security-related records, trade secrets, confidential supervisory information, customer information, or information the disclosure of which would compromise the security of Contractor's systems."

h) Section 31, Electronic Recording Keeping is hereby deleted in its entirety and replaced with the following:

"Contractor shall maintain policies, procedures, and protocols reasonably designed to comply with Contractor's applicable legal, regulatory, and records-management obligations, including applicable federal banking regulatory requirements and recordkeeping requirements of the State of Florida, as applicable."

i) Section 33. Terms Related to Price, Exhibit B is hereby deleted in its entirety and replaced with the attached Exhibit B.

j) Section 34. Foreign Gifts and Contracts is hereby added to the Contract.

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

k) Section 35. Prohibited Telecommunications Equipment is hereby added to the Contract.

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

l) Section 36. Antitrust Violations is hereby added to the Contract.

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust

violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

m) Section 37. Entities of Foreign Concern is hereby added to the Contract.

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 24, Notices, executed Exhibit "C" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

n) Section 38. Human Trafficking is hereby added to the Contract.

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed Exhibit "D" required affidavit, the Contractor represents and warrants that it

does not use coercion for labor or services as provided by state law.

3. Counterparts and Electronic Signature. This Amendment No. 1 may be signed in multiple counterparts, each of which may be deemed an original, but which together shall constitute the same instrument. related thereto, with each such facsimile, scanned, or Electronic Signature having the same legal means an electronic sound, symbol, or process attached to or associated with a contract or other record and adopted by a party with the intent to sign, authenticate, or accept such contract or record.

4. Conflicting Terms. In the event the terms of this Amendment No. 1 conflict with those of the Initial Contract, the terms of this Amendment No. 1 shall govern. All other terms of the Contract shall remain and continue in full force and effect.

5. Captions. The captions of this Amendment No. 1 are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment No. 1.

6. Effective Date. This Amendment No. 1 shall be effective upon final execution of this Amendment No. 1.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON THE ATTACHED PAGE]

IN WITNESS WHEREOF, the City and Wells Fargo Bank, N.A. have caused this Amendment No. 1 to the Contract to be executed on the date indicated below.

CITY OF SUNRISE

By: _____

Print: Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

Date: _____

(SEAL)

Approved as to form and legal sufficiency for the City

By: _____
Thomas P. Moss, City Attorney

WELLS FARGO BANK, N.A.

By: _____

Print: _____

Title: _____

Date: _____

Amended Pricing Schedule
Exhibit B

~~SEPTEMBER 2019~~ CONTRACT EXTENSION 12/2026	
Average Positive Collected Balance	
Earnings Credit Rate	
Earnings Allowance	Monthly

BANKING SERVICES	Proposed Fee Schedule Per Transaction	
RECOUPMENT MONTHLY IB	$ -	
ZERO BALANCE MASTER ACCOUNT MAINT	$ 15.0000	
ACCT MAINTENANCE	$ 10.0000	
ZERO BALANCE MONTHLY BASE	$ 10.0000	
DEBITS POSTED	$ 0.1000	
CHECK CASHING THRESHOLD MO BASE	$ -	
OTC DEBIT BLOCK MONTHLY BASE	$ -	
CHECKS PAY TO INDIV BLOCK MO BASE	$ -	
WLBX PO BOX ANNUAL RENTAL		**pass through**
WLBX MONTHLY BASE	$ 125.0000	
WLBX IMAGE WEB REPORTING MTHLY BASE	$ -	
WLBX REMIT PROCESSED EXPR MAIL	$ 1.5000	
WLBX CORRESPONDENCE / REJECTS	$ 0.5000	
WLBX STANDARD ITEM PROCESSED	$ 0.3500	Now called: LBX WHOLESALE CHECKS PROCESSED
WLBX DOCUMENT SCANNED	$ 0.0600	Now called: LBX DOCUMENT IMAGES
WLBX 7 YR ARCHIVE BW	$ 0.0200	
WLBX PKG US MAIL DELIVERY	$ 0.2500	
WLBX PKG MULTIPLE MAILING	$ 5.0000	
WLBX DAILY DEPOSIT CUT	$ -	
WLBX RESTRICTIVE/SPECIAL PROCESSING	$ 0.1500	
WLBX POST OFFICE RETURNED MAIL	$ 2.0000	
LOCKBOX CEO SUBSCRIPTION PER ITEM	$ -	
LOCKBOX CEO SUBSCRIPTION MTHLY BASE	$ -	
LBX WT STD ITEM PROCESSED NON SCAN	$ 0.3000	
LBX WT TRANSMISSION PER ITEM	$ 0.0100	
LBX WHOLETAIL BASE	$ 175.0000	
LBX TRANSMISSION BASE	$ 100.0000	
LBX PAPER PACKAGE BASE	$ 40.0000	
LBX PAPER RETURN	$ 0.1350	
LBX WT TOTAL PAYMENTS PROCESSED	$ 0.1500	
LBX WT MULTI PAYMENT	$ 0.1200	
LBX WT PARTIAL PAYMENT	$ 0.1000	
LBX WT OCR SCANLINE REJECTS	$ 0.1200	
LBX WT MARK SENSE OR ADDRESS CHANGE	$ 0.0150	
LBX VALUE ADDED KEYING	$ 0.0150	
LBX OUTBOUND PKG OVERNIGHT MAIL	$ 1.0000	
VENDOR FEES-LOCKBOX/DATA ENTRY		**pass through**
CEO RETN ITEM SUBSCRIPTION PER ACCT	$ 3.0000	Now called: RETN ITEM SUBSCRIPTION PER ACCT
CEO RETN ITEM SUBSCRIPTION OPT DETL	$ 0.2200	Now called: RTN ITEM SUBSCRIPTION OPT DETL
CEO RETN ITEM SUBSCRIPTION PER ITEM	$ -	
BRANCH DEPOSIT	$ 6.0000	
VAULT DEPOSITED COIN-ROLLED	$ 0.1200	
NON-VERIFIED ENVELOPE PROCESSING	$ 0.5000	
MISCELLANEOUS CREDITS POSTED	$ 0.5000	
~~CASH VAULT MONTHLY BASE~~	~~$ 7.5000~~	Fee no longer exists
CASH VAULT DEPOSIT ADJUSTMENT	$ 6.2500	
CASH VAULT CURRENCY/COIN DEPOSITED	$ 0.0010	
BRANCH DEPOSIT POST VERIFY	$ 4.0000	
DEPOSITED CHECKS - ON US	$ 0.1000	
DEPOSITED CHECKS	$ 0.1000	
WHOLESALE LOCKBOX-DEPOSITED CHECK	$ 0.0600	
POST VERIFY CASH DEP IN WF BRANCH	$ 0.0040	
POST VERIFY CASH DEP IN WF BRANCH	$ 0.0040	
CASH DEPOSITED IN BRANCH	$ 0.0025	

CV CASH ONLY OR CHECK ONLY DEPOSIT	$ 0.7500	
CASH ORDER FEE IN BRANCH	$ 15.0000	
ROLLED COIN FURNISHED BY BRANCH	$ 0.8000	
CURRENCY FURNISHED BY BRANCH	$ 0.0060	
RETURN ITEM - CHARGEBACK	$ 2.5000	
CEO RETURN ITEM RETRIEVAL IMAGE	$ -	
CASH VAULT DEPOSIT	$ 1.0000	ADDED
BANKING SERVICES	**Proposed Fee Schedule Per Transaction**	
CEO RETURN ITEM SERVICE MTHLY BASE	$ -	
RETURN ITEM - SPECIAL INSTRUCTIONS	$ 0.4500	
RETURN ITEM - SPECIAL INST MTHLY BASE	$ 10.0000	
RETURN ITEM REDEPOSITED	$ 2.5000	
POSITIVE PAY EXCEPTION - CEO IMAGE	$ -	
PRINTING & SUPPLIES-VENDOR		**pass through**
PYMT AUTH MAX CHECK MTHLY BASE	$ 15.0000	
POSITIVE PAY EXCEPTION CHECKS RETND	$ 2.0000	
STOP PAYMENT - ONLINE	$ 3.0000	
CEO IMAGE VIEW < 90 DAYS - ITEM	$ -	
CEO IMAGE VIEW > 90 DAYS - ITEM	$ -	
POSITIVE PAY EXCEPTIONS - ITEM	$ 2.0000	
POS PAY CHECK VERIFICATION CALL	$ -	
POSITIVE PAY MONTHLY BASE	$ 15.0000	
POS PAY CHECKS WITH NO ISSUE RECORD	$ 0.5000	
CHECK CASHING THRESHOLD MO BASE	$ -	
OTC DEBIT BLOCK MONTHLY BASE	$ -	
CHECKS TO PAY TO INDIV BLOCK MO BASE	$ -	
DDA CHECKS PAID	$ 0.0700	
PAYEE VALIDATION STANDARD - ITEM	$ 0.0200	
WF CHK CASHED FOR NONACCT HOLDER	$ -	
STOP PAYMENT - AUTO RENEWAL	$ 1.5000	
CEO CHECK ISSUES-ITEM	$ 0.0300	
ARP MONTHLY BASE - FULL	$ 15.0000	
ARP FULL RECON - ITEM	$ 0.0500	
ARP OUTPUT - TRANSMISSION	$ 5.0000	
ARP OPTIONAL REPORTS	$ 1.0000	
ARP PAPER STMT & RPTS MONTHLY BASE	$ 10.0000	
ARP AGED ISSUE RECORDS ON FILE - ITEM	$ -	
ARP PAPER STATEMENT/REPORT DELIVERY	$ -	
OUTGOING TRANSMISSION - PER ITEM	$ 0.0100	
CEO ARP STMT & RPTS MONTHLY BASE	$ 2.5000	
ACH CEO SUBSCRIPTION - ACCOUNT	$ 3.0000	Now called: ACH SUBSCRIPTION PER CO ID
ACH CEO SUBSCRIPTION - ITEM	$ -	
ELECTRONIC CREDITS POSTED	$ 0.1500	
ACH CEO RETURN SUBSCRIPTION - ACCOUNT	$ -	
ACH CEO RETURN SUBSCRIPTION - ITEM	$ -	
ACH MONTHLY BASE	$ 30.0000	
ACH ONE DAY ITEM	$ 0.0300	
ACH TWO DAY ITEM	$ 0.0300	
ACH SAME DAY	$ 0.1000	
ACH RECEIVED ITEM	$ 0.0100	
ACH RETURN ITEM - ELECTRONIC	$ 1.0000	
ACH RETURN ADMIN - ELECTRONIC	$ 1.0000	
ACH RETURN UNAUTHORIZED - ELECT	$ 1.5000	
ACH RETURN UNAUTHORIZED QUALITY FEE	$ 5.0000	
ACH RETURN ADMIN -MANUAL	$ 4.0000	charge generated only if this type of return is processed
ACH RETURN ITEM-MANUAL	$ 4.0000	charge generated only if this type of return is processed
ACH RETURN UNAUTHORIZED -MANUAL	$ 4.0000	charge generated only if this type of return is processed
ACH AUTHORIZATION INVESTIGATION	$ 25.0000	charge generated only if investigation is performed
ACH TRANSMISSION CHARGE	$ 5.0000	
ACH FAX SERVICE	$ 2.0000	
ACH EXCEPTION PROCESS-DUPLICATE	$ 10.0000	
ACH REVERSAL ITEM	$ 5.0000	
ACH CEO FRAUD FILTER REVIEW MO BASE	$ 15.0000	
ACH CEO FRAUD FILTER STOP MTHLY BASE	$ 15.0000	
ACH FRAUD FILTER STOP MTHLY BASE	$ 15.0000	
ACH CEO FRAUD FILTER STOP - ITEM	$ 2.0000	
ACH FRAUD FILTER REVIEW - ITEM	$ 2.00	
ACH RECEIVED ADDENDA	$ 0.01	Added

BANKING SERVICES	Proposed Fee Schedule Per Transaction	
ACH WF NOC - INFO REPORTING ADVICE	$ -	
ACH NOC - INFO REPORTING ADVICE	$ -	
REC MGR EDI REPORT ACH ITEM	$ -	
REC MGR EDI REPORT ACH ADDENDA ITEM	$ -	
CEO EDI PMT DETAIL SUBSC MO BASE	$ -	
CEO EDI PMT DETAIL - ITEM	$ -	
CEO EDI PMT DETAIL - ADDENDA ITEM	$ -	
REC MGR REPORT EMAIL MTHLY BASE	$ -	
WIRE IN - DOMESTIC	$ 8.0000	
WIRE OUT DOMESTIC - CEO	$ 10.0000	
WIRE BOOK TRANSFER - CEO	$ -	
CEO WIRE XFR DETAIL US ACCT ITEM	$ -	
INFOFAX RETURN MONTHLY BASE	$ -	
CEO SEARCH	$ -	
CEO PREV DAY REPORTING MAINTENANCE	$ 20.0000	
CEO PREV DAY REPORTING ITEMS LOADED	$ 0.0300	
CEO INTRADAY REPORTING MAINTENANCE	$ 20.0000	
CEO INTRADAY REPORTING ITEMS RPTD	$ 0.0200	
CEO EVENT MESSAGING SERVICE - EMAIL	$ -	
CEO EVENT MESSAGING SERVICE - TEXT	$ -	
CEO WIRE XFR DETAIL US ACCT MO BASE	$ -	
CEO WIRE INQUIRY DETAIL - PER ITEM	$ -	
INFO REPORTING HISTORY STORAGE 90	$ -	
INFO REPORTING HISTORY STORAGE 120	$ -	
ARP STMTS & RPTS (CSV/EXCEL) BASE	$ 10.0000	
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	$ 0.0100	
CEO BASIC BANKING-MONTHLY BASE	$ -	
CEO BASIC BANKING ADDL ACCT-MO BASE	$ -	
MICR CHECK REJECTS >1% THROUGH 2%	$ -	Only charged if there are micr rejcts in this percentage range - no record of last time this fee hit
MICR CHECK REJECTS OVER 2%	$ 1.0000	Only charged if there are micr rejects more than 2% - no record of last time this fee hit
DEPOSITED CHECK ON CANADIAN BANK	$ 3.5000	
SAFEKEEPING SERVICES	$ 50.0000	**Monthly Maintenance Fee: Please see complete Safekeeping pricing on Bank Safekeeping Fee Schedule below.**
TOTAL MONTHLY CHARGES		
COMPENSATION STRUCTURE*	**Proposed Rate**	
EARNINGS CREDIT RATE	~~0.30%~~	
INTEREST RATE ON EXCESS RESERVES	~~0.20%~~	
IF SWEEP ACCOUNT, PROVIDE MONEY MARKET FUND TICKER	~~0.00%~~	
~~WAIVED FEES (LIST BELOW)~~		
~~Waive 8 months of banking fees upon execution of contract~~	~~$ 100,976.00~~	
~~Wells Fargo Electronic Deposit~~	~~$ 2,500.00~~	
~~Payment Manager~~	~~$ 2,500.00~~	
~~E-Bill Express~~	~~$ 3,500.00~~	
~~Wholetail Lockbox~~	~~$ 1,260.00~~	
TOTAL MONTHLY CREDITS		
	NET COST	

*Information in Compensation Structure section are not applicable in contract extensions.

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Wells Fargo Bank, N.A. will pass through the Recoupment Fee line item, which is charged per $1,000 of average ledger balances.

Please note that we have not included pricing for the proposed new services at this time, in order to provide accurate pricing, it is necessary to have detailed discussions around each of these solutions.

Services utilized but not included in this pricing proposal will be negotiated separately. It is the responsibility of the City of Sunrise to review their monthly analysis statements and notify their Wells Fargo Representative of any discrepancies on a timely basis.

This document is a confidential pricing agreement between Wells Fargo Bank and the Client. Neither party has the right to share this information with any entity or entities outside of their organization, without the permission of the other party.

Regarding your services

Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

WELLS FARGO

Corporate & Investment Banking

Markets

Bank safekeeping fee schedule

Wells Fargo Securities, LLC customers have the option of selecting Wells Fargo Bank, N.A. (Bank) for safekeeping services. Securities purchased at Wells Fargo Securities, LLC are delivered into a customers' Wells Fargo Bank, N.A. safekeeping account. The following fee schedule applies to safekeeping services provided by Wells Fargo Bank, N.A.

Bank safekeeping

Monthly Account Maintenance $25.00

Monthly Security Holdings per CUSIP Asset and Mortgage-Backed Securities $10.00

All Other Security Types $5.00

Security Pledges (Initiating, Substituting, and Releasing Securities) $30.00

Outgoing Domestic & International Wires $25.00

Free Receives and Deliveries per CUSIP $10.00

Third Party Trade Clearing* per Security $50.00

* Applies to settling transactions with a third party delivered to/from Wells Fargo Securities, LLC

Interest charge on debit balances:

Interest on outstanding amounts will be charged at the Applicable Rate in effect at the time a debit balance exists in your account. The Applicable Rate in effect will be available at https://www.wellsfargo.com/safekeeping or by contacting your Wells Fargo Securities, LLC sales representative.

Minimum annual fee

Wells Fargo Securities, LLC reserves the right to charge a minimum annual fee based upon the safekeeping account balance, account activity and services provided.

Payment options

All new accounts benefit from waived fees for the first two months.

Fees are charged on a monthly basis, and you may select one of the following payment options:

- ACH
- Safekeeping Account Debit
- WFBNA Account Analysis Charge

Wells Fargo Bank, N.A. Safekeeping does not accept physical securities or long-term non-money market mutual funds to be transferred into safekeeping.

Wells Fargo Securities, LLC reserves the right to change the fees on this schedule at any time upon thirty (30) days written notice to customers. A statement of fees charged will be included in customers' brokerage account statement.

For more information

To determine whether this product is appropriate for you, please consult your investment policy or applicable investment guidelines. Your dedicated Wells Fargo Securities, LLC investment representative is available to answer other questions you may have.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee

Wells Fargo Corporate & Investment Banking (CIB) and Wells Fargo Securities (WFS) are the trade names used for the corporate banking, capital markets, and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, member of NYSE, FINRA, NFA, and SIPC, Wells Fargo Prime Services, LLC, member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A., member NFA and swap dealer registered with the CFTC and security-based swap dealer registered with the SEC, member FDIC. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC, are distinct entities from affiliated banks and thrifts.

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EXHIBIT "C"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

Exhibit "D"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of _____

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

CITY CLERK
CITY OF SUNRISE

2021 DEC 19 PM 2:04

SUNRISE, FLORIDA

RESOLUTION NO. 21-142

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 20-03-01-VH AND "STANDARD CONTRACT NO. C20-03-01-VH BETWEEN THE CITY OF SUNRISE, FLORIDA AND WELLS FARGO BANK, N.A." FOR BANKING, SAFEKEEPING, AND LOCKBOX SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of RFP No. 20-03-01-VH for Banking, Safekeeping, and Lockbox Services to Wells Fargo Bank, N.A. is hereby approved in an amount not to exceed the FY 2021-2022 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. "Standard Contract No. C20-03-01-VH between the City of Sunrise, Florida and Wells Fargo Bank, N.A." (Contract) for Banking, Safekeeping, and Lockbox Services is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Mayor is authorized to execute the Contract.

Section 3. The Procurement Manager or designee and the Director of Finance and Administrative Services or designee are hereby authorized to execute the Treasury Management Product Enrollment form, Acceptance of Services form, and Authorization Certificate, copies of which are attached hereto and made a part of this Resolution as Exhibit B. The Procurement Manager or designee and the Director of Finance and Administrative Services or designee are hereby approved to execute ancillary forms required for continuity of services that do not alter or amend the approved prices, terms, and conditions subject to approval of the City Attorney and the City Manager. The Procurement Manager or designee and the Director of Finance and Administrative Services or designee are further authorized to execute forms for the following services included in Wells Fargo Bank, N.A.'s RFP submittal: Wells Fargo Electronic Deposit, Payment Manager, E-Bill Express, and Wholetail Lockbox, subject to approval of the City Attorney and the City Manager, provided the funds are budgeted.

Section 4. The Procurement Manager or designee is hereby authorized to renew or extend the Contract, in accordance with the terms of the approved Contract.

The Procurement Manager shall provide the City Clerk with copies of all executed forms, Contract renewals, and Contract extensions.

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

PASSED AND ADOPTED this 14TH DAY of DECEMBER, 2021.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

~~Kimberly A. Kisslan~~
Thomas P. Moss, Deputy City Attorney

CITY CLERK
CITY OF SUNRISE
2021 DEC 30 PM 2:59

STANDARD CONTRACT NO. C20-03-01-VH
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND WELLS FARGO BANK, N.A.

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as "the City") and Wells Fargo Bank, N.A. a national banking association authorized to do business in the State of Florida (hereinafter referred to as the "Contractor"), whose address is 100 South Ashley Drive, 8th Floor, Tampa, Florida 33602 and whose Federal Identification Number is 94-1347393, incorporates RFP No. 20-03-01-VH (the "City's RFP") and Contractor's response thereto ("Contractor's Proposal"), including but not limited to all Service Documentation (as defined in the Master Agreement for Treasury Management Services included in Contractor's Proposal), as if fully set forth herein.

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

1. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the Contractor's Proposal, and the City's RFP.

2. Services

The Contractor's responsibility under this Contract is for Banking, Safekeeping, and Lockbox Services ("Services") as set forth in this Contract and as further stated below in the Scope of Service section or as attached hereto in Exhibit "A," which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Kelly Scapecchi telephone number (954) 746-3318 or designee.

The Contractor's representative during the performance of this Contract shall be: Vincent Mattio telephone number (813) 225-6539 or designee.

3. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "B." The Contractor shall submit invoices to:

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

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70.

4. Initial Contract Period and Contract Renewal; Transition Period

The initial Contract period shall be for five (5) years, commencing upon the date that both parties have executed this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for five (5) additional one (1) year periods, under the same terms, conditions and specifications (except as may be modified in accordance with this Contract), by written notification to the Contractor by the Procurement Manager and written mutual agreement by the Contractor.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City, the parties may agree in writing to continue the Services subject to the same terms and conditions set forth in the initial Contract until new Services can be completely operational, but not to exceed 180 calendar days following such termination or expiration; provided that the Contractor will be reimbursed for Services at the rates in effect when this transitional period clause is invoked by the City, or such other rates to which the parties mutually agree in writing. Any additional extensions shall be subject to City Commission approval.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such financial books, records, and documents related to this Contract as required in this section for the purpose of inspection or audit of payments and transactions during normal business hours, at the Contractor's place of business in accordance with Contractor's security policies.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Commercial General Liability (CGL). Contractor agrees to maintain CGL insurance at a limit of liability not less than **$10,000,000.00** Each Occurrence, **$10,000,000** Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Contractual

Liability or Separation of Insureds.

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

6.4 Blanket Employee Fidelity Bond/Financial Institution Fidelity Bond (FB). Contractor agrees to furnish either a FB for employee dishonesty on a blanket basis with a minimum limit of **$100,000,000**. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a loss sustained basis.

6.5 Bankers Professional Liability (BPL): Contractor agrees to maintain BPL insurance at a limit of liability not less than **$10,000,000** Per Claim, **$10,000,000** Annual Aggregate, or a **$10,000,000** Combined Single Limit. For policies written on a "Claims-Made" basis, Contractor agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage. BPL may be satisfied by endorsement under the CGL insurance or by way of standalone policy.

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

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

6.8 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy

of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

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

Copy to:

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

6.9 Notice of Cancellation. Contractor will provide thirty (30) days advance written notice of cancellation or termination of any policies required herein to the City. Notice shall be sent to the address above.

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

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

7. Definition of Confidential Information

As used in the Master Agreement for Treasury Management Services included in Contractor's Proposal, the definition of "Confidential Information" shall mean all information that constitutes a trade secret under Florida Statutes § 812.081 which is disclosed to You [City] and which is designated as confidential in writing prior to or at the time of disclosure, which information may include but not be limited to (a) Nonpublic User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be

terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event that the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination for Convenience

This Contract may be terminated by either party without cause upon one hundred eighty (180) days' written notice to the other. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

11.1 Indemnification by Contractor

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, court costs, or other alternative dispute resolution costs ("Losses"), arising out of or resulting from the performance of this Contract or the Services hereunder provided any such Losses are attributable to the negligent or intentional misconduct of the Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the City. Losses include "Notice and Credit Monitoring Costs," which are (1) the cost of breach notice to affected individuals, where such notice is legally required and (2) the expense of providing to affected individuals credit monitoring services for a commercially reasonable term where such monitoring services could reasonably be expected to mitigate a risk of harm of the breach for which notice was required. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract. Indemnifying party controls defense. Notwithstanding the foregoing, in no event shall Contractor be obligated to indemnify City for Losses resulting from (1) the breach of this Contract by City, (2) a failure by the City to comply with applicable law or (3) the willful misconduct, fraud or negligent acts of omissions of the City. Except for Notice and Credit Monitoring Costs, the Contractor's liability under this

indemnity will be limited to an amount not to exceed 10 times the Contractor's fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no such fees were incurred in such month, fees incurred in the month in which the losses or damages were incurred). In the event of a conflict with Contractor's indemnification under this section with any other indemnification obligation by Contractor, this indemnification obligation shall govern and take priority. This indemnification obligation shall not apply to automatic clearing house services, any Federal Reserve Bank, or transmission or communication facility not under the direct control of Contractor.

If a suit, claim, or action is filed against the City and it determines to seek indemnification from the Contractor, the City shall provide written notice of the suit, claim or action to the Contractor as soon as practicable but in any event not later than ten (10) business days following the City's receipt of notice of such suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.

In the case of any suit, claim or action for which indemnification is sought by the City, the City shall permit the Contractor to assume and control the defense or settlement of such suit, claim or action at the Contractor's expense. The City and the Contractor shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought, and the records and employees of the City shall be made reasonably available to the Contractor with respect to such defense.

11.2 Indemnification by City

To the extent authorized by Florida Statute §768.28. City shall indemnify and hold Contractor, its officers, employees and agents, harmless from any and all losses or claims of any kind arising in connection with the Services provided under this Contract, except losses, claims, and expenses (including reasonable attorneys' fees and costs) arising out of the gross negligence or willful misconduct of the Contractor or its employees. City further agrees to indemnify and hold Contractor, its officers, employees and agents harmless from any and all losses or claims of any kind arising out of actions taken or omitted in good-faith by Contractor in reliance upon instructions from City. Contractor shall not be responsible or liable for acts or omissions of any other entity (not under our direct control) including, without limitation, any Federal Reserve Bank or transmission or communication facility. EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT SHALL CONTRACTOR OR CITY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE TREASURY SERVICES PROVIDED UNDER THIS CONTRACT, EVEN IF CONTRACTOR OR CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations and exclusions in this Section shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, negligence or other tort, and shall survive the termination of this Contract and any applicable Service Documentation.

12. Contractor's Right of Setoff, Lien, Security Interest, Withhold Settlement Funds

Notwithstanding anything to the contrary contained in this Contract, any rights that Contractor may have in this Contract, including all Service Documentation, to setoff, lien, security interest and right to withhold settlement funds under this Contract shall not apply to City's accounts ending in *4274, *5472, *4810, *5639, *5668, or any substitutes for such accounts that the parties may make. The City may add one or more accounts to the list in the preceding sentence upon receiving Contractor's consent, which will not be unreasonably withheld.

13. Independent Contractor

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

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all applicable licenses and approvals required to conduct its business in providing the Services under this Contract, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contact shall be construed in accordance with and governed by federal law and, to the extent not applicable, the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in the state or federal courts in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor

shall not assign this Contract without written consent of the City, which consent will not be unreasonably withheld or delayed; provided, however, that the Contractor may assign this Contract without consent in connection with a merger, acquisition or corporate restructuring involving the Contractor.

18. Subcontracting

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City. The parties agree that a contractual or other arrangement between the Contractor and another person or entity relating to the outsourcing of services or functions which are not specific to those provided to the City under this Contract (for example, services which the Contractor makes available to applicable customers generally) will not be deemed a subcontract or assignment for any purpose under this Contract, and the person or entity that is a party to such an arrangement with the Contractor will not be deemed a subcontractor or assignee of the Contractor for any purpose under this Contract.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building

or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Vincent Mattio
Wells Fargo Bank, N.A.
100 South Ashley Drive, 8th Floor
MAC: Z0307-085
Tampa, FL 33602

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes, and with all Contractor's records retention program and regulatory obligations. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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. If the Contractor fails to comply with the requirements in this Section 26, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract; Modifications

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. For the avoidance of doubt, this Contract replaces and supersedes all prior agreements between the parties with respect to the services provided herein. Without limiting the applicability of Section 23 (with respect to additional work or changes to the scope of Services) or Section 4 (with respect to changes of terms during any transition period), and except as expressly permitted by any Service Documentation, as amended, none of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract.

28. Discriminatory Vendor List

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

29. Scrutinized Companies

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

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes.

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

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor shall implement policies, procedures, and protocols for its services and products which are reasonably designed to materially comply with industry standard record retention policies including electronic records, including any regulatory obligations from the Federal Financial Institution Examination Council as well as the recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be

amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. TERMS RELATING TO PRICE

The pricing for all services as proposed herein shall remain firm for the initial Contract period of five (5) year(s). No pricing increases shall be accepted during this initial Contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following:

Pricing for any extension term shall be determined by Contractor in its sole but reasonable discretion, and shall not exceed the greater of (a) the cumulative percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, during the initial Contract period, or (b) ten percent (10%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

CITY OF SUNRISE

By: _____

Michael J. Ryan, Mayor

Date: 12/30/2021

AUTHENTICATION:

_____

Felicia M. Bravo, City Clerk

Date: 12/30/2021

(SEAL)

CITY OF SUNRISE CORPORATE SEAL 1961 A MUNICIPAL CORPORATION FLORIDA

Approved as to form and legal sufficiency for the City

By: _____

Kimberly A. Kisslan

City Attorney

WELLS FARGO BANK, N.A.

_____

Witness

_____

Witness

By: _____

Print: Vincent Mattio

Title: Senior Vice President

Date: 12/15/2021

EXHIBIT "A"
SCOPE OF SERVICES

The following describes the Services to be performed for the City and provides all mandated requirements:

1.1 Scope of Work

The qualified financial institution (hereafter referred to as "bank" or "proposer"), awarded under this Contract, shall provide full, integrated banking services to the City inclusive of Banking, Safekeeping, and Lockbox Services.

1.2 Minimum Qualifications

Bank must be a:

1. Federal or State chartered bank with a branch office within the legal boundaries of the City of Sunrise;
2. Member of the Federal Deposit Insurance Corporation;
3. Member of the Federal Reserve System; and
4. State of Florida authorized Public Depository pursuant to Chapter 280 of the Florida Statutes.

The bank must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the organization, facilities and financial condition or to take any other actions necessary to determine the bank's ability to perform in accordance with the specifications, terms and conditions of this RFP. The foregoing shall not be construed as an agreement to perform any type of data center or security audit. Access to the depository must be in accordance with Bank's security policies, processes, and protocols; and access to secured areas of the depository or banking systems will not be permitted.

1.3 Non-Exclusive Award

The City reserves the right to establish other bank accounts with other financial institutions as necessary, or provide for additional services from other financial institutions as determined to be in the best interest of the City.

1.4 Required Minimum Banking Services:

Bank shall provide the following:

1. Provide the proposed rate for interest calculation for the City's interest-bearing checking accounts. (All checking accounts will earn interest). The City requires a Net-Interest Checking Account where balances are first used to offset service charges

with any excess balances automatically earning interest. The major banking information for the City's bank accounts include the following:

a. There are currently 12 Bank accounts:
   i. Four will require Full Reconciliation – positive pay controls together with other fraud controls such as Automated Clearing House (ACH) blocks.
   ii. The remaining 8 accounts require all the fraud controls and basic positive pay controls.
   iii. One account is used for all cash flow activities with the City's Safekeeping/Third Party custody account.
   iv. There is one special use Master Zero Balance account and three disbursement/activity accounts tied to it.
b. Daily Deposit tickets – average 26 tickets per day (12 cash, 14 checks). The deposits are delivered to the Bank by the City's contracted armored car service provider.
c. Accounts Payable issues approximately 15,500 checks annually. The City is attempting to reduce this activity by converting more of the Accounts Payable to ACH disbursements.
d. Bank wires – City has between 300 to 400 inbound and 500 to 700 outbound bank wire transfers a year.
e. The Payroll system processes about 35,000 ACH direct deposits a year for current and retired employees. Payroll also issues approximately 3,500 checks annually.
f. The Utility Public Service department processes about 96,000 ACH Customer bank drafts a year.
g. The City uses two (2) Lockbox centers. The Wholesale Lockbox is used by the third-party billing service ADPI for ambulance/fire rescue services. The company Intuition Systems/Bill2Pay provides the lockbox processing services for the City's Utility Customer's payments.
h. No minimum balance requirements per account.

2. Checks images need to be accessed through a secured on-line portal.

3. Provide on-line check imaging and image access inquiry for paid checks.

4. Provide on-line banking that allows the City to access data by 9:00am EST, including but not limited, to previous day balance, current day balance, positive pay exceptions and transaction information for each designated account. At a minimum, on-line banking ability shall include initiation of stop and cancel payments, payment by ACH or wire and initiation of inter-account transfers.

5. Provide on-line check fraud detection service - positive pay for check #, amount and payee.

6. Provide timely turnaround of bank correspondence, lockbox output, debit/credit advices, returned checks, etc. Provide monthly reconciliation reports, bank

statements, account analysis statements, confirmations, monthly positive pay reconciliation denoting checks paid and checks still outstanding and other report related features within a maximum of ten (10) calendar days after the close of each calendar month.

7. Provide deposit reconciliation service to include electronic imaging and electronic data storage of all checks made payable to the City and presented for deposit.

8. Automatic re-deposit of returned checks.

9. Provide direct deposit of payroll (currently approximately 1,600 employees) with file transmission by direct computer link. Describe your time lines associated with payroll direct deposits and the impact of holidays, etc. on the time lines.

10. Provide safekeeping/third-party custodial services with deposits and withdrawals to a dedicated account. The City would prefer to receive monthly Safekeeping/Custody Reports that will include at a minimum additional information such as:

    a. Accretion and amortization from Bond purchases.
    b. Individual investment Book value.
    c. Days to Maturity and Call dates.
    d. Analysis information about the Safekeeping's account holdings.

11. Provide free payroll check cashing services for account and non-account holders alike.

12. Provide ability to change currency into coins within 24 hours through the City's contracted armored courier.

13. Provide overdraft protection services.

14. Provide electronic bill payment collection services to accommodate "Check Free" (approximately 103,000 utility payment transactions per year) or similar vendor service.

15. Provide automated bill payment service for City's customers through the use of bank drafting.

16. Provide online bill payment service for City's Fire Rescue/ambulance customers and merchant services for these payments if unable to use City's current merchant service provider so long as the City enters into a separate merchant services agreement with the Bank.

17. The City is NOT including any Credit Card Merchant Services in this RFP other than item 16 above.

18. Provide Monthly Service Charge Analysis: A separate analysis showing the activity in each of the City's accounts for the calendar month shall be delivered to the City within ten (10) calendar days after the close of each calendar month. Each analysis shall contain the name of the account, account number, period covered, average bank ledger balance, average uncollected funds and the average collected balance. The analysis shall itemize all Services provided, the items and volume processed, unit charges, extended totals, and totals of all charges. An example of this report should be included in the response.

19. The Bank shall allow deposits with an attached tape of individual checks rather than itemizing each check on the deposit slip.

20. The City will need to make large cash deposits or withdrawals at Bank branch without using the armored car service on an as-needed basis.

1.5 Required Multiple Lockbox Services

Bank shall provide the following Retail Lockbox service:

1. The Bank shall provide retail lockbox services to handle Utility Customer payments of approximately 15,000 to 17,000 transactions a month. Daily lockbox activity is transmitted by electronic file. The Bank, with City approval, may subcontract for these services with a qualified and competent lockbox provider. The Bank shall remain responsible for all work provided through the sub-contracted provider.

2. The Bank shall operate lockbox service through the US Postal Service. The box shall be opened and maintained in the City's name; however, owned or managed by the Bank at a unique zip code or caller box. The Bank shall pick up at, and transport from, the Lockbox mail addressed to the City. The Bank shall be responsible to open such mail, to process the contents of such mail, to endorse on behalf of the City, checks and other payment instruments received at the Lockbox. Checks received by the Bank shall be deposited into the appropriate account as designated by the City, to be credited on the same day or the next business banking day when checks are processed on a Saturday, Sunday or holiday.

3. The Bank shall, at a minimum, provide automated and manual processing procedures to include, but not be limited to;

    a. Disposition of remittance materials
    b. Cash deposits
    c. Check deposits - include information on restrictive notations and acceptable payee options
    d. Advice of deposits
    e. Rejected payments and their return to the City (next day delivery)

f. Handling of correspondence with the City and their return to the City (next day delivery)
g. Reporting, standard and availability of custom reports upon request.
h. Ability to image checks, payment stubs, correspondence and provide the City with access inquiry
i. Ability to read and process an existing City Utility bill
j. Contingency plan in the event of an emergency or disaster
k. Daily electronic file transmissions to the City, no later than 2:00 pm daily

4. Bank shall provide the following Wholesale Lockbox service:

   a. The City currently uses a wholesale lockbox service to process Fire Rescue/Ambulance payments billed by ADPI (a third-party EMS billing service company). The monthly activity level of approximately 2,300 payments is reflected in the Banking Services Chart – Cost Proposal (Attachment II).

   b. Except as otherwise specifically provided in this Request for Proposal, all applicable standard laws and regulations for handling deposits to checking accounts will apply to Lockbox Service and Deposit Service.

5. Service Fees – The Bank shall provide the fees for Lockbox Service and the related Deposit Services in the Banking Services Chart. – Cost Proposal (Attachment II)

END OF SECTION

EXHIBIT "B"
PRICING

BANKING SERVICES	Proposed Fee Schedule Per Transaction
Earnings Credit Rate (ECR)*	30 basis points
Interest Rate*	20 basis points
RECOUPMENT MONTHLY IB**	0.0000
ZERO BALANCE MASTER ACCOUNT MAINT	$ 15.0000
ACCT MAINTENANCE	$ 10.0000
ZERO BALANCE MONTHLY BASE	$ 10.0000
DEBITS POSTED	$ 0.1000
CHECK CASHING THRESHOLD MO BASE	0.0000
OTC DEBIT BLOCK MONTHLY BASE	0.0000
CHECKS PAY TO INDIV BLOCK MO BASE	0.0000
WLBX PO BOX ANNUAL RENTAL	pass through
WLBX MONTHLY BASE	$ 125.0000
WLBX IMAGE WEB REPORTING MTHLY BASE	0.0000
WLBX REMIT PROCESSED EXPR MAIL	$ 1.0000
WLBX CORRESPONDENCE / REJECTS	$ 0.4500
WLBX STANDARD ITEM PROCESSED	$ 0.3000
WLBX DOCUMENT SCANNED	$ 0.0400
WLBX 7 YR ARCHIVE BW	$ 0.0200
WLBX PKG US MAIL DELIVERY	$ 0.2500
WLBX PKG MULTIPLE MAILING	$ 5.0000
WLBX DAILY DEPOSIT CUT	0.0000
WLBX RESTRICTIVE/SPECIAL PROCESSING	$ 0.1500
WLBX POST OFFICE RETURNED MAIL	$ 2.0000
LBX VALUE ADDED KEYING	$ 0.0150
LOCKBOX CEO SUBSCRIPTION PER ITEM	0.0000
LOCKBOX CEO SUBSCRIPTION MTHLY BASE	0.0000
VENDOR FEES-LOCKBOX/DATA ENTRY	pass through
CEO RETN ITEM SUBSCRIPTION PER ACCT	0.0000
CEO RETN ITEM SUBSCRIPTION OPT DETL	0.0000
CEO RETN ITEM SUBSCRIPTION PER ITEM	0.0000
BRANCH DEPOSIT	$ 3.0000
VAULT DEPOSITED COIN-ROLLED	$ 0.1200
NON-VERIFIED ENVELOPE PROCESSING	$ 0.5000
MISCELLANEOUS CREDITS POSTED	$ 0.5000
CASH VAULT MONTHLY BASE	$ 7.5000
CASH VAULT DEPOSIT ADJUSTMENT	$ 6.2500

CASH VAULT CURRENCY/COIN DEPOSITED	$	0.0007
BRANCH DEPOSIT POST VERIFY	$	2.2500
DEPOSITED CHECKS - ON US	$	0.0700
DEPOSITED CHECKS	$	0.0700
WHOLESALE LOCKBOX-DEPOSITED CHECK	$	0.0400
POST VERIFY CASH DEP IN WF BRANCH	$	0.0010
POST VERIFY CASH DEP IN WF BRANCH	$	0.0010
CASH DEPOSITED IN BRANCH	$	0.0025
CV CASH ONLY OR CHECK ONLY DEPOSIT	$	0.7500
CASH ORDER FEE IN BRANCH	$	3.0000
ROLLED COIN FURNISHED BY BRANCH	$	0.1000
CURRENCY FURNISHED BY BRANCH	$	0.0025
RETURN ITEM - CHARGEBACK	$	2.5000
CEO RETURN ITEM RETRIEVAL IMAGE		0.0000
CEO RETURN ITEM SERVICE MTHLY BASE		0.0000
RETURN ITEM - SPECIAL INSTRUCTIONS	$	0.4500
RETURN ITEM - SPECIAL INST MTHLY BASE	$	10.0000
RETURN ITEM REDEPOSITED	$	2.5000
POSITIVE PAY EXCEPTION - CEO IMAGE		0.0000
PRINTING & SUPPLIES-VENDOR	pass through	
PYMT AUTH MAX CHECK MTHLY BASE	$	15.0000
POSITIVE PAY EXCEPTION CHECKS RETND	$	2.0000
STOP PAYMENT - ONLINE	$	3.0000
CEO IMAGE VIEW < 90 DAYS - ITEM		0.0000
CEO IMAGE VIEW > 90 DAYS - ITEM		0.0000
POSITIVE PAY EXCEPTIONS - ITEM	$	2.0000
POS PAY CHECK VERIFICATION CALL		0.0000
POSITIVE PAY MONTHLY BASE	$	15.0000
POS PAY CHECKS WITH NO ISSUE RECORD	$	0.5000
CHECK CASHING THRESHOLD MO BASE		0.0000
OTC DEBIT BLOCK MONTHLY BASE		0.0000
CHECKS TO PAY TO INDIV BLOCK MO BASE		0.0000
DDA CHECKS PAID	$	0.0500
PAYEE VALIDATION STANDARD - ITEM	$	0.0200
WF CHK CASHED FOR NONACCT HOLDER		0.0000
STOP PAYMENT - AUTO RENEWAL	$	1.5000
CEO CHECK ISSUES-ITEM	$	0.0300
ARP MONTHLY BASE - FULL	$	15.0000
ARP FULL RECON - ITEM	$	0.0500
ARP OUTPUT - TRANSMISSION	$	5.0000
ARP OPTIONAL REPORTS	$	1.0000
ARP PAPER STMT & RPTS MONTHLY BASE	$	10.0000
ARP AGED ISSUE RECORDS ON FILE - ITEM		0.0000

ARP PAPER STATEMENT/REPORT DELIVERY		0.0000
OUTGOING TRANSMISSION - PER ITEM	$	0.0100
CEO ARP STMT & RPTS MONTHLY BASE	$	2.5000
ACH CEO SUBSCRIPTION - ACCOUNT		0.0000
ACH CEO SUBSCRIPTION - ITEM		0.0000
ELECTRONIC CREDITS POSTED	$	0.1500
ACH CEO RETURN SUBSCRIPTION - ACCOUNT		0.0000
ACH CEO RETURN SUBSCRIPTION - ITEM		0.0000
ACH MONTHLY BASE	$	30.0000
ACH ONE DAY ITEM	$	0.0300
ACH TWO DAY ITEM	$	0.0300
ACH SAME DAY	$	0.1000
ACH RECEIVED ITEM	$	0.0100
ACH RETURN ITEM - ELECTRONIC		0.0000
ACH RETURN ADMIN - ELECTRONIC	$	1.0000
ACH RETURN UNAUTHORIZED - ELECT	$	1.5000
ACH RETURN UNAUTHORIZED QUALITY FEE	$	5.0000
ACH TRANSMISSION CHARGE	$	5.0000
ACH FAX SERVICE	$	2.0000
ACH EXCEPTION PROCESS-DUPLICATE	$	10.0000
ACH REVERSAL ITEM	$	5.0000
ACH CEO FRAUD FILTER REVIEW MO BASE	$	15.0000
ACH CEO FRAUD FILTER STOP MTHLY BASE	$	15.0000
ACH FRAUD FILTER STOP MTHLY BASE	$	15.0000
ACH CEO FRAUD FILTER STOP - ITEM	$	2.0000
ACH WF NOC - INFO REPORTING ADVICE		0.0000
ACH NOC - INFO REPORTING ADVICE		0.0000
REC MGR EDI REPORT ACH ITEM		0.0000
REC MGR EDI REPORT ACH ADDENDA ITEM		0.0000
CEO EDI PMT DETAIL SUBSC MO BASE		0.0000
CEO EDI PMT DETAIL - ITEM		0.0000
CEO EDI PMT DETAIL - ADDENDA ITEM		0.0000
REC MGR REPORT EMAIL MTHLY BASE		0.0000
WIRE IN - DOMESTIC	$	8.0000
WIRE OUT DOMESTIC - CEO	$	10.0000
WIRE BOOK TRANSFER - CEO		0.0000
CEO WIRE XFR DETAIL US ACCT ITEM		0.0000
INFOFAX RETURN MONTHLY BASE		0.0000
CEO SEARCH		0.0000
CEO PREV DAY REPORTING MAINTENANCE	$	20.0000
CEO PREV DAY REPORTING ITEMS LOADED	$	0.0300
CEO INTRADAY REPORTING MAINTENANCE	$	20.0000
CEO INTRADAY REPORTING ITEMS RPTD	$	0.0200

CEO EVENT MESSAGING SERVICE - EMAIL		0.0000
CEO EVENT MESSAGING SERVICE - TEXT		0.0000
CEO WIRE XFR DETAIL US ACCT MO BASE		0.0000
CEO WIRE INQUIRY DETAIL - PER ITEM		0.0000
INFO REPORTING HISTORY STORAGE 90		0.0000
INFO REPORTING HISTORY STORAGE 120		0.0000
ARP STMTS & RPTS (CSV/EXCEL) BASE	$	10.0000
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	$	0.0100
CEO BASIC BANKING-MONTHLY BASE		0.0000
CEO BASIC BANKING ADDL ACCT-MO BASE		0.0000
DEPOSITED CHECK ON CANADIAN BANK	$	3.5000
SAFEKEEPING SERVICES	$	50.0000

Supplemental Line Items

ACH Fraud Filter	
ACH FRAUD FILTER REVIEW - ITEM	2.00000
ACH Origination	
ACH RETURN ADMIN -ELECTRONIC	1.00000
ACH RETURN ADMIN -MANUAL	4.00000
ACH RETURN ITEM-MANUAL	4.00000
ACH RETURN UNAUTHORIZED -MANUAL	4.00000
ACH AUTHORIZATION INVESTIGATION	25.00000
Branch Services	
POST VERIFY CASH DEPOSITED	0.00100
Cash Vault	
CASH VAULT DEP - ADJUSTMENT	6.25000
General Disbursement Services	
MICR CHECK REJECTS >1% THROUGH 2%	0.00000
MICR CHECK REJECTS OVER 2%	1.00000
MSC-TM	
LBX PKG US MAIL DELIVERY	0.25000
LBX OUTBOUND PKG OVERNIGHT MAIL	1.00000
Other Non TM	
RECOUPMENT MONTHLY NON-IB	0.00000
Wholesale Lockbox	
LBX PKG MULTIPLE PKG MAILING	5.00000

LBX CEO TIR REPORT PER ITEM	0.05000
LBX WT STD ITEM PROCESSED NON SCAN	0.30000
LBX WT TRANSMISSION PER ITEM	0.01000
LBX WHOLETAIL BASE	175.00000
LBX TRANSMISSION BASE	100.00000
LBX PAPER PACKAGE BASE	40.00000
LBX PAPER RETURN	0.13500
LBX WT TOTAL PAYMENTS PROCESSED	0.15000
LBX WT MULTI PAYMENT	0.12000
LBX WT PARTIAL PAYMENT	0.10000
LBX WT OCR SCANLINE REJECTS	0.12000
LBX WT MARK SENSE OR ADDRESS CHANGE	0.01500

Setup Charges	
LOCKBOX SET UP	300.00000
LBX PROGRAMMING	200.00000

Notes:
All items listed with a $0 price will have no charge to the City.
*Rates to be maintained for 12 months from the effective date of the contract.
**Price to be maintained for the initial term of the contract, but is subject to change prior to any extensions.

Wells Fargo will waive the City's treasury management fees for the first eight (8) months following the effective date of the contract. Further, the implementation fees will be waived for the following services if the City implements any of these services within 3-years from the effective date of the contract:

- Wells Fargo Electronic Deposit (aka Remote Deposit): $2,500;
- Payment Manager: $2,500;
- E-Bill Express: $3,500;
- Wholetail Lockbox: $1,260 – setup fee and 5x programming hours

CONTINUED ON NEXT PAGE

Fixed Income Sales & Trading

Bank Safekeeping Fee Schedule

Wells Fargo Securities customers have the option of selecting Wells Fargo Bank, N.A. (Bank) for safekeeping services. Securities purchased at Wells Fargo Securites, LLC are delivered into a customers' Wells Fargo Bank safekeeping account. The following fee schedule applies to safekeeping services provided by Wells Fargo Bank, N.A.

Bank safekeeping

Monthly Account Maintenance $50.00
Monthly Security Holdings per CUSIP
Asset and Mortgage-Backed Securities.....$8.00
All Other Security Types.....$2.00
Security Pledges
(Initiating, Substituting, and Releasing Securities)
....$30.00
Wires $30.00
Third Party Trade Clearing*
Receiving or Delivering a Security $50.00
Physical Securities Registration/Clearance $500.00
Interest Charge on Debit Balances:
Interest on outstanding amounts will be charged at the Applicable Rate in effect at the time a debit balance exists in your account. The Applicable Rate in effect will be available at https://www.wellsfargo.com/safekeeping or by contacting your Wells Fargo Securities sales representative.
Minimum Annual Fee
Wells Fargo Securities reserves the right to charge a minimum annual fee based upon the safekeeping account balance, account activity and services provided

Discounts and payment options

All new accounts benefit from waived fees for the first two months. Other discounting or exception pricing may apply. Fees are generally charged on a monthly basis and you may select one of the following payment options:

- ACH
- Custody or Safekeeping Account Debit
- WFBNA Account Analysis Charge

* Applies to transactions with a third party delivered to/from Wells Fargo Securities

Wells Fargo Securities reserves the right to change the fees on this schedule at any time upon thirty (30) days written notice to customers. A statement of fees charged will be included in customers' brokerage account statement.

The fee schedule is effective 05/02/18.

WELLS FARGO

CITY OF SUNRISE - Based on July 2026 — CURRENT PRICING

Service Description	Price	Monthly Volume	Activity Charges
ACH Fraud Filter			
ACH FRAUD FILTER REVIEW MO BASE	15.00000	9	135.00
ACH FRAUD FILTER STOP MTHLYBASE	15.00000	1	15.00
ACH Origination			
ACH VENDOR MONTHLY BASE	30.00000	1	30.00
ACH MONTHLY BASE	30.00000	4	120.00
ACH COID DELETE EXEMPT SURCHARGE	0.00000	2	0.00
ACH FUTURE DATED ITEM	0.03000	20,495	614.85
ACH RETURN ADMIN -ELECTRONIC	1.00000	50	50.00
ACH RETURN ITEM-ELECTRONIC	0.00000	82	0.00
ACH RETURN UNAUTHORIZED -ELECTRONIC	1.50000	4	6.00
ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	4	20.00
ACH TRANSMISSION CHARGE	5.00000	34	170.00
ACH NOC - ELECTRONIC	0.00000	21	0.00
ACH SUBSCRIPTION PER CO ID	0.00000	5	0.00
ACH Receive			
ACH RECEIVED ADDENDA	0.00000	771	0.00
ACH RECEIVED ITEM	0.01000	1,132	11.32
Account Reconcilement			
ARP STMTS & RPTS (CSV/EXCEL) BASE	10.00000	2	20.00
ONLINE CHECK ISSUES-ITEM	0.03000	819	24.57
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	961	0.00
ARP FULL RECON-ITEM	0.05000	1,232	61.60
ARP MONTHLY BASE - FULL	15.00000	6	90.00
ARP OPTIONAL REPORTS	1.00000	20	20.00
ARP OUTPUT - TRANSMISSION	5.00000	1	5.00
ONLINE ARP STMT & RPTS MONTHLY BASE	2.50000	6	15.00
OUTGOING TRANSMISSION - PER ITEM	0.01000	1,064	10.64
Branch Services			
CASH ORDER FEE IN A WF BRANCH	3.00000	4	12.00
CURRENCY FURNISHED BY WF BRANCH	0.00250	1,080	2.70
WF CHK CASHED FOR NONACCT HOLDER	0.00000	3	0.00
BRANCH DEPOSIT POST VERIFY	2.25000	0	0.00
POST VERIFY CASH DEP IN WF BRANCH	0.00100	0	0.00
ROLLED COIN FURNISHED BY BRANCH	0.10000	0	0.00
BRANCH DEPOSIT POST VERIFY	3.00000	0	0.00
Cash Vault			
CASH VAULT DEPOSIT	0.75000	406	304.50
CASH VAULT CURRENCY/COIN DEPOSITED	0.00070	169,746	118.82
Desktop Deposit Electronic Dep Serv			
DESKTOP DEPOSIT MONTHLY BASE	30.00000	1	30.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	0.30000	48	14.40
DESKTOP DEPOSIT-DEPOSITED ITEM	0.03500	176	6.16
WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.03500	570	19.95
WF ELEC DEPOSIT-DEPOSITED ITEM	0.03500	2,469	86.42
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000	3	45.00
EDI Reporting			
REC MGR REPORT EMAIL MTHLY BASE	0.00000	11	0.00
ONLINE EDI PMT DETAIL - ITEM	0.00000	1,124	0.00
ONLINE EDI PMT DETAIL SUBSC MO BASE	0.00000	7	0.00
REC MGR EDI REPORT ACH ADDENDA ITEM	0.00000	761	0.00
REC MGR EDI REPORT ACH ITEM	0.00000	1,123	0.00
Gen Acct Services Recoupment			
RECOUPMENT MONTHLY	0.00000	2,674	0.00
RECOUPMENT MONTHLY IB	0.00000	16,065	0.00
General Account Services			
ACCT MAINTENANCE	10.00000	10	100.00
DEBITS POSTED	0.10000	185	18.50
ELECTRONIC CREDITS POSTED	0.15000	1,069	160.35
MISCELLANEOUS CREDITS POSTED	0.50000	36	18.00

CITY OF SUNRISE - Based on July 2026 — PROPOSED PRICING

Service Description	Price	Monthly Volume	Activity Charges
ACH Fraud Filter			
ACH FRAUD FILTER REVIEW MO BASE	15.00000	9	135.00
ACH FRAUD FILTER STOP MTHLYBASE	15.00000	1	15.00
ACH Origination			
ACH VENDOR MONTHLY BASE	30.00000	1	30.00
ACH MONTHLY BASE	30.00000	4	120.00
ACH COID DELETE EXEMPT SURCHARGE	0.00000	2	0.00
ACH FUTURE DATED ITEM	0.03000	20,495	614.85
ACH RETURN ADMIN -ELECTRONIC	1.00000	50	50.00
ACH RETURN ITEM-ELECTRONIC	1.00000	82	82.00
ACH RETURN UNAUTHORIZED -ELECTRONIC	1.50000	4	6.00
ACH RETURN UNAUTHORIZED QUALITY FEE	5.00000	4	20.00
ACH TRANSMISSION CHARGE	5.00000	34	170.00
ACH NOC - ELECTRONIC	0.00000	21	0.00
ACH SUBSCRIPTION PER CO ID	3.00000	5	15.00
ACH Receive			
ACH RECEIVED ADDENDA	0.01000	771	7.71
ACH RECEIVED ITEM	0.01000	1,132	11.32
Account Reconcilement			
ARP STMTS & RPTS (CSV/EXCEL) BASE	10.00000	2	20.00
ONLINE CHECK ISSUES-ITEM	0.03000	819	24.57
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	961	0.00
ARP FULL RECON-ITEM	0.05000	1,232	61.60
ARP MONTHLY BASE - FULL	15.00000	6	90.00
ARP OPTIONAL REPORTS	1.00000	20	20.00
ARP OUTPUT - TRANSMISSION	5.00000	1	5.00
ONLINE ARP STMT & RPTS MONTHLY BASE	2.50000	6	15.00
OUTGOING TRANSMISSION - PER ITEM	0.01000	1,064	10.64
Branch Services			
CASH ORDER FEE IN A WF BRANCH	15.00000	4	60.00
CURRENCY FURNISHED BY WF BRANCH	0.00600	1,080	6.48
WF CHK CASHED FOR NONACCT HOLDER	0.00000	3	0.00
BRANCH DEPOSIT POST VERIFY	4.00000	0	0.00
POST VERIFY CASH DEP IN WF BRANCH	0.00400	0	0.00
ROLLED COIN FURNISHED BY BRANCH	0.80000	0	0.00
BRANCH DEPOSIT	6.00000	0	0.00
Cash Vault			
CASH VAULT DEPOSIT	1.00000	406	406.00
CASH VAULT CURRENCY/COIN DEPOSITED	0.00100	169,746	169.75
Desktop Deposit Electronic Dep Serv			
DESKTOP DEPOSIT MONTHLY BASE	30.00000	1	30.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	0.30000	48	14.40
DESKTOP DEPOSIT-DEPOSITED ITEM	0.03500	176	6.16
WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.03500	570	19.95
WF ELEC DEPOSIT-DEPOSITED ITEM	0.03500	2,469	86.42
ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000	3	45.00
EDI Reporting			
REC MGR REPORT EMAIL MTHLY BASE	0.00000	11	0.00
ONLINE EDI PMT DETAIL - ITEM	0.00000	1,124	0.00
ONLINE EDI PMT DETAIL SUBSC MO BASE	0.00000	7	0.00
REC MGR EDI REPORT ACH ADDENDA ITEM	0.00000	761	0.00
REC MGR EDI REPORT ACH ITEM	0.00000	1,123	0.00
Gen Acct Services Recoupment			
RECOUPMENT MONTHLY	0.00000	2,674	0.00
RECOUPMENT MONTHLY IB	0.00000	16,065	0.00
General Account Services			
ACCT MAINTENANCE	10.00000	10	100.00
DEBITS POSTED	0.10000	185	18.50
ELECTRONIC CREDITS POSTED	0.15000	1,069	160.35
MISCELLANEOUS CREDITS POSTED	0.50000	36	18.00

Service Description	Price	Monthly Volume	Activity Charges
General Disbursement Services			
MICR CHECK REJECTS >1% THROUGH 2%	0.00000	15	0.00
CHECK CASHING THRESHOLD MO BASE	0.00000	6	0.00
CHECKS PAY TO INDIV BLOCK MO BASE	0.00000	6	0.00
OTC DEBIT BLOCK MONTHLY BASE	0.00000	6	0.00
PYMT AUTH MAX CHECK MTHLY BASE	15.00000	6	90.00
DDA CHECKS PAID	0.05000	991	49.55
Incoming Wire Transfers			
WIRE IN TO USA ACCT-USA DOMESTIC	8.00000	3	24.00
Information Reporting			
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0.01000	7,114	71.14
PREMIUM INFO RPTG BASE PER ACCT	40.00000	10	400.00
REPORTING ITEMS LOADED	0.03000	2,831	84.93
MSC-TM			
LBX POSTAGE EXPENSE	0.25000	8	2.00
Paper Checks Deposited			
DEPOSITED CHECK	0.07000	2,150	150.50
WHOLESALE LOCKBOX - DEPOSITED CHECI	0.04000	125	5.00
Positive Pay			
PAYEE VALIDATION STANDARD-ITEM	0.02000	988	19.76
POSITIVE PAY EXCEPTION-ONLINE IMAGE	0.00000	1	0.00
POS PAY CHECKS WITH NO ISSUE RECORD	0.50000	1	0.50
POSITIVE PAY EXCEPTION CHECKS RETND	2.00000	12	24.00
POSITIVE PAY EXCEPTIONS - ITEM	2.00000	1	2.00
POSITIVE PAY MONTHLY BASE	15.00000	4	60.00
Returned Items			
RETURN ITEM - CHARGEBACK	2.50000	10	25.00
RETURN ITEM RETRIEVAL-IMAGE	0.00000	2	0.00
RETURN ITEM SERVICE MTHLY BASE	0.00000	7	0.00
RETURN ITEM SPECIAL INSTRUCTIONS	0.45000	8	3.60
RETURN ITEM SPECIAL INST MTHLY BASE	10.00000	4	40.00
RETURN ITEM REDEPOSITED	2.50000	10	25.00
RETN ITEM SUBSCRIPTION OPT DETL	0.00000	23	0.00
RETN ITEM SUBSCRIPTION PER ACCT	0.00000	6	0.00
Sweep			
SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
SWEEP STAGECOACH MUTUALFND ELECTN	0.00000	1	0.00
SWEEP STAGECOACH MUTUAL FND MO BAS	250.00000	1	250.00
Wholesale Lockbox			
LBX WHOLESALE BASE	125.00000	1	125.00
LBX REMIT PROCESSED EXPRESS MAIL	1.00000	2	2.00
LBX CORRESPONDENCE OR REJECTS	0.45000	75	33.75
LBX WHOLESALE CHECKS PROCESSED	0.30000	125	37.50
LBX DOCUMENT IMAGES	0.04000	1,050	42.00
Wires Origination and Reporting			
WIRE BOOK TRANSFER VANTAGE/API	0.00000	9	0.00
WIRE OUT DOMESTIC VANTAGE/API	10.00000	41	410.00
WIRE TEMPLATE ONLINE	0.00000	65	0.00
Zero Balance Account (ZBA)			
ZERO BALANCE MONTHLY BASE	11.50000	3	34.50
Total Monthly Activity Charges			**4,407.51**

Service Description	Price	Monthly Volume	Activity Charges
General Disbursement Services			
MICR CHECK REJECTS >1% THROUGH 2%	0.00000	15	0.00
CHECK CASHING THRESHOLD MO BASE	0.00000	6	0.00
CHECKS PAY TO INDIV BLOCK MO BASE	0.00000	6	0.00
OTC DEBIT BLOCK MONTHLY BASE	0.00000	6	0.00
PYMT AUTH MAX CHECK MTHLY BASE	15.00000	6	90.00
DDA CHECKS PAID	0.07000	991	69.37
Incoming Wire Transfers			
WIRE IN TO USA ACCT-USA DOMESTIC	8.00000	3	24.00
Information Reporting			
ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0.01000	7,114	71.14
PREMIUM INFO RPTG BASE PER ACCT	40.00000	10	400.00
REPORTING ITEMS LOADED	0.03000	2,831	84.93
MSC-TM			
LBX POSTAGE EXPENSE	0.25000	8	2.00
Paper Checks Deposited			
DEPOSITED CHECK	0.10000	2,150	215.00
WHOLESALE LOCKBOX - DEPOSITED CHECI	0.06000	125	7.50
Positive Pay			
PAYEE VALIDATION STANDARD-ITEM	0.02000	988	19.76
POSITIVE PAY EXCEPTION-ONLINE IMAGE	0.00000	1	0.00
POS PAY CHECKS WITH NO ISSUE RECORD	0.50000	1	0.50
POSITIVE PAY EXCEPTION CHECKS RETND	2.00000	12	24.00
POSITIVE PAY EXCEPTIONS - ITEM	2.00000	1	2.00
POSITIVE PAY MONTHLY BASE	15.00000	4	60.00
Returned Items			
RETURN ITEM - CHARGEBACK	2.50000	10	25.00
RETURN ITEM RETRIEVAL-IMAGE	0.00000	2	0.00
RETURN ITEM SERVICE MTHLY BASE	0.00000	7	0.00
RETURN ITEM SPECIAL INSTRUCTIONS	0.45000	8	3.60
RETURN ITEM SPECIAL INST MTHLY BASE	10.00000	4	40.00
RETURN ITEM REDEPOSITED	2.50000	10	25.00
RETN ITEM SUBSCRIPTION OPT DETL	0.22000	23	5.06
RETN ITEM SUBSCRIPTION PER ACCT	3.00000	6	18.00
Sweep			
SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
SWEEP STAGECOACH MUTUALFND ELECTN	0.00000	1	0.00
SWEEP STAGECOACH MUTUAL FND MO BAS	250.00000	1	250.00
Wholesale Lockbox			
LBX WHOLESALE BASE	125.00000	1	125.00
LBX REMIT PROCESSED EXPRESS MAIL	1.50000	2	3.00
LBX CORRESPONDENCE OR REJECTS	0.50000	75	37.50
LBX WHOLESALE CHECKS PROCESSED	0.35000	125	43.75
LBX DOCUMENT IMAGES	0.06000	1,050	63.00
Wires Origination and Reporting			
WIRE BOOK TRANSFER VANTAGE/API	0.00000	9	0.00
WIRE OUT DOMESTIC VANTAGE/API	10.00000	41	410.00
WIRE TEMPLATE ONLINE	0.00000	65	0.00
Zero Balance Account (ZBA)			
ZERO BALANCE MONTHLY BASE	11.50000	3	34.50
Total Monthly Activity Charges			**4,858.31**

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Consultant or visit:
Client Analysis Statement QRG: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/Client_Analysis_Stmnts_QRG.pdf
Element Glossary - PDF: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/client-analysis-statements/cas_elem_gloss.pdf
Element Glossary - Excel: https://wellsoffice.wellsfargo.com/ceopub/assets/mso/PRC/client_analysis_stmt/cas_elem_gloss.xlsx

Regarding your services

Recoupment Fees
We may assess a Recoupment Fee (Wells Fargo code IAMTH) to partially recover insurance premiums we pay to the FDIC for deposit insurance. Recoupment Fee is subject to change by bank at any time. See Commercial Account Agreement for complete details.

Fee Calculation:
Per one thousand dollars of monthly average ledger balance you maintain in your account, multiplied by 0.12750. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Overdraft Fees
We may assess a $35 Overdraft Fee (Wells Fargo code 24250) for any item we pay into overdraft. We limit our overdraft paid fees to four per business day.

Use of Uncollected Funds Fee
We may assess Use of Uncollected Funds fee (Wells Fargo code ODACT) for each day your account has a daily negative collected account balance from uncollected funds being used. Fee Calculation: Average Daily Negative Collected Balance multiplied by Negative Collected Use of Funds Rate (Prime +3%) multiplied by Days of Month divided by 360.

Wire Book Transfer
A Vantage/API Wire book transfer is between two accounts initiated via Vantage/API Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single Vantage Company ID and entitled to Book Transfer.

Services with No Volumes
Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

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Bank Safekeeping Fee Schedule

	Table 1 - 2019 Current Pricing	Table 1 - 2026 Proposed Pricing
Monthly Account Maintenance	$50.00	$25.00
Monthly Security Holidingsper CUSIP Assiset and Mortgage-Backed Securiries	$8.00	$10.00
All Security Types	$2.00	$5.00
Security Pledges (Initiating, Substituting, and Releasing Securities)	$30.00	$30.00
Wires (Outgoing International and Domestic)	$30.00	$25.00
Third Party Trade Clearing* per Security	$50.00	$50.00
Physical Securities Registration/Clearance	$500.00	-



Detail by Entity Name

Designation of Agent
WELLS FARGO BANK, N.A.

Filing Information

Document Number	Q95000000097
FEI/EIN Number	94-1347393
Date Filed	07/25/1995
State	OC
Status	ACTIVE

Principal Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Mailing Address

420 MONTGOMERY ST.
SAN FRANCISCO, CA 94163

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 09/07/2000

Address Changed: 09/07/2000

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

09/07/2000 -- Reg. Agent Change	View image in PDF format
07/25/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mo Pierre-Louis, Director of Information Technology
IT Department

ITEM #: 4.G. **C #:** 26247

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-10-07-HR between the City of Sunrise and Carahsoft Technology Corp." under the terms of the Cobb County, Georgia Contract No. 23-6692-01 and State of Florida Alternate Contract Source (ACS) No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services; and providing an effective date.

BACKGROUND INFORMATION:
Each year, various City Departments need to purchase non-capital computer hardware, software, and related items to support the City's technical operations. There are four main vendors that provide the necessary selection of compatible technology product solutions and related services to meet the City's requirements: Carahsoft Technology Corp., CDW Government LLC, SHI International Corp., and Insight Public Sector, Inc. This agenda item addresses Carahsoft Technology Corp. and Cooperative Agreements for the other vendors have previously been presented or will be presented under separate agenda items to City Commission.

After competitive procurement, OMNIA Partners, Public Sector, through lead agency Cobb County, Georgia, awarded Contract No. 23-6692-01 for the purchase of Technology Product Solutions and Related Services to Carahsoft Technology Corp. The State of Florida executed Participating Addendum Agreement No. 43210000-23-OMNIA-ACS to utilize this Contract with terms and conditions that are favorable to Florida agencies. This agreement offers the best overall supplier government pricing for a wide range of products, by combining the cooperative purchasing power of many governmental agencies statewide. The Master Contract will be effective until April 30, 2028.

Since 2021, the City of Sunrise has made 14 purchases from Carahsoft Technology Corp. and their performance has been favorable, with work completed on schedule and within budget.

The City's total annual estimated spend is $100,000.00 from Carahsoft Technology Corp.

City Commission approval is requested to enter into Cooperative Agreement No. 26-10-07-HR between the City of Sunrise and Carahsoft Technology Corp. for technology product solutions and related services, as needed.

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

FUNDING INFORMATION:
$100,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2026/2027
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:
ATY Resolution - C26247
Cooperative Agreement No. 26-10-07-HR
Sunbiz

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-10-07-HR BETWEEN THE CITY OF SUNRISE AND CARAHSOFT TECHNOLOGY CORP." UNDER THE TERMS OF COBB COUNTY, GEORGIA, CONTRACT NO. 23-6692-01 AND STATE OF FLORIDA ALTERNATE CONTRACT SOURCE (ACS) NO. 43210000-23-OMNIA-ACS FOR TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, Cobb County, Georgia, on behalf of OMNIA Partners, Public Sector, a cooperative purchasing program, awarded Contract No. 23-6692-01 to Carahsoft Technology Corp. (Carahsoft) for Technology Product Solutions and Related Services (Master Agreement), effective May 1, 2023 through April 30, 2028; and

WHEREAS, the State of Florida Department of Management Services, utilizing the Master Agreement, entered into Alternate Contract Source No. 43210000-23-OMNIA-ACS with Carahsoft for Technology Products, Solutions and Related Services (ACS Contract), effective February 1, 2024 through April 30, 2028; and

WHEREAS, the City has previously utilized Carahsoft for technology product solutions and related services and desires to purchase additional product solutions and services from Carahsoft utilizing the Master Agreement and the ACS Contract.

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

Section 1. "Cooperative Agreement No. 26-10-07-HR between the City of Sunrise and Carahsoft Technology Corp." (Agreement) under the terms of Cobb County, Georgia, Contract No. 23-6692-01 and State of Florida Alternate Contract Source No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services, is hereby approved in an amount not to exceed the FY 2026-2027 approved budgeted funds, with subsequent years' expenditures subject to budget approval. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Procurement Manager or designee is hereby authorized to approve purchases under the Agreement not exceeding $50,000 for any single purchase. City Commission approval is required for any purchase exceeding $50,000.

Section 3. Because these purchases will be made using existing governmental contracts, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 4. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 5. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 26-10-07-HR
BETWEEN THE CITY OF SUNRISE
AND CARAHSOFT TECHNOLOGY CORP.

This Cooperative Agreement No. 26-10-07-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Carahsoft Technology Corp. a Maryland corporation, authorized to do business in the State of Florida (Contractor) this ___ day of _____, 20___.

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

1. After competitive procurement, OMNIA Partners, Public Sector (OMNIA) through the Cobb County, Georgia (Awarding Entity) awarded Contractor Contract No. 23-6692-01 (Contract) for Technology Product Solutions and Related Services effective May 1, 2023 and OMNIA Participating Addendum was executed by the State of Florida under Agreement No. 43210000-23-OMNIA-ACS effective February 13, 2024. A copy of the Contract is attached hereto as Exhibit I. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through April 30, 2028. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

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

Contractor shall submit invoices to:

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

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

specify the deficiency and the action necessary to make the payment request or invoice proper.

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

If to Contractor, to: Carahsoft Technology Corp.
P.O. Box: 11493 Sunset Hills Road
Reston, VA 20190
703-889-9878

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

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

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

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

☒ **b. Insurance Requirements**. This provision shall supersede and replace Section 7 of the Contract and Section 6 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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

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

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

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

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

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify

the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

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

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

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

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

☒ **c. Indemnification.** This provision shall supersede and replace Section 7.5 of the Contract and Section 6.3 of the Awarding Entity's procurement documents.

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

Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

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

☒ **h. Scrutinized Companies**

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

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

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

☒ **i. <u>Public Entity Crimes</u>.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

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

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

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

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

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

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

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

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

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

☒ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public

work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

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

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

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

6. Additional Provisions:

_____

_____

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

CARAHSOFT TECHNOLOGY CORP.

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT I

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-OMNIA-ACS
Contract Name: Technology Products, Solutions and Related Services

This Contract Amendment No. 1 ("Amendment") to Contract No. 43210000-23-OMNIA-ACS ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Carahsoft Technology Corp.** ("Contractor"), with its principal place of business located at 11493 Sunset Hills Road Suite 100, Reston, VA 20190; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on February 13, 2024, for the provision of Technology Products, Solutions and Related Services;

WHEREAS the Master Contract was renewed for a period of two (2) years, with a new Master Contract expiration date of April 30, 2028;

WHEREAS the Term Contract provides for two (2) years of renewals in Exhibit B, Special Contract Conditions, subsection 2.2, Renewal;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit A, Additional Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.

a. All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

b. Term Contract **Exhibit A,** Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

c. Term Contract **Exhibit B,** Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein. All references in the Term Contract to Exhibit B, Special Contract Conditions are hereby amended to refer to Exhibit B, Enterprise Standard Terms and Conditions.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-OMNIA-ACS
Contract Name: Technology Products, Solutions and Related Services

II. Contract Renewal. The Term Contract is renewed for a period of two (2) years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of April 30, 2028**.**

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Tom Berger
4810BB8123514E1...

Name: Tom Berger
Title: Interim Secretary

Date: 4/21/2026 | 2:36 PM EDT

Contractor:
Carahsoft Technology Corp.

By: Signed by: Natalie LeMay
065984ACC0C94B8...

Name: Natalie LeMay
Title: State and Local Contracts Manager

Date: 4/21/2026 | 12:12 PM EDT

Docusign Envelope ID: C8DBA3CF-F3EF-4BD0-B912-4F1F64A15B23

Department of MANAGEMENT SERVICES
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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

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

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider

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the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer 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.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term 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 Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C.**,** and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

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

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. 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 Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department 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 has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **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, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar 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 (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

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

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

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

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

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 **Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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

i. Keep and maintain public records required by the Department to perform the service.

ii. 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.

iii. 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 Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term 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 Term 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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **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.

17.2 **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 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.

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Alternate Contract Source (ACS)
No. 43210000-23-OMNIA-ACS
For
Technology Products, Solutions and Related Services

This Alternate Contract Source No. 43210000-23-OMNIA-ACS (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Carahsoft Technology Corp. (Contractor), located at 11493 Sunset Hills Rd, Suite 100, Reston, VA, 20190, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, Cobb County, Georgia competitively procured Technology Products, Solutions and Related Services and executed Contract # 23-6692-01, Technology Product Solutions and Related Services (Master Contract), with the Contractor; and

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the State.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective May 1, 2023, and its term currently ends on April 30, 2026. The Master Contract has two years of renewals available. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on April 30, 2026, unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, D, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms

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and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Colby Bender
Carahsoft Technology Corp.
P.O. Box: 11493 sunset Hills Road
Reston, VA 20190
703-889-9878
colby.bender@carahsoft.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

Carahsoft Technology Corp.

DocuSigned by:
Benjamin Rader
7C7193074F2C4AF...

Benjamin Rader

Contracts Specialist

2/12/2024 | 9:14 AM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...

Pedro Allende, Secretary

2/13/2024 | 11:05 AM EST

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit A

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

D. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase

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order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

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

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

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

E. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

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2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

F. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

H. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

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specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

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

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

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6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

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public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

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12.3 Document Inspection.

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

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

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SECTION 1. DEFINITION.

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

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

SECTION 2. CONTRACT TERM AND TERMINATION.

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

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

2.3 Suspension of Work and Termination.

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

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

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

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

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SECTION 3. PAYMENT AND FEES.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. CONTRACT MANAGEMENT.

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

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

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

Department's Contract Manager Name

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

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

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

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

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

4.5 Diversity.

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

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

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

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

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

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

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

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

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

5.3 Department of State Registration.

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

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

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

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

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

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

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

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

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

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

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

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

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

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

Cobb County

Contract # 23-6692-01

for

Technology Product Solutions and Related Services

with

Carahsoft Technology Corporation

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Carahsoft Technology Corporation effective May 1, 2023:

I. Executed Master Agreement
II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Authorized Signature

Proposal Team Lead
Title

04/06/23
Date

FEDERAL TAX ID NUMBER
52-2189693

Approved as to form

County Attorney's Office

April 25, 2023
Date

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5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

October 13, 2022
Cobb County
122 Waddell Street NE
Marietta, Georgia 30060

Re: Carahsoft's Response to the Cobb County's Request for Proposals: Technology Product Solutions and Related Services, Solicitation Number: 23-6692

Dear Evaluation Team,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Cobb County (County)'s Request for Proposals (RFP): Technology Product Solutions and Related Services. Carahsoft is proposing our robust catalog of manufacturer, services, and reseller partners. Our team has reviewed and considered County's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the OMNIA contractor (R191902) and government distributor for our partner ecosystem. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.673.3568/Elise.Roell@carahsoft.com or George Nicholls at 703.889.9815/George.Nicholls@carahsoft.com with any questions or communications that will assist County in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Kristina Smith
Contracts Director

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Solution Overview

Carahsoft understands that the Cobb County is seeking qualified suppliers for Technology Product Solutions and Related Services to establish a Master Agreement to achieve cost and time savings for Suppliers and Participating Public Agencies. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our portfolio of over 300 Technology Manufacturers and network of around 3,000 reseller and services partners as the best solution to meet County's requirements.

Cobb County Objectives	Carahsoft Qualifications
Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.	With over 300 technology manufacturers and our large partner network of over 3,000 resellers and services partners, Carahsoft is uniquely positioned to provide a robust catalog of products and services to help the Participating Public Agencies access a full range of solutions to meet their needs.
Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.	Carahsoft currently holds two Omnia contracts, in addition to a multitude of Canadian, and U.S. Federal and State and Local contracts.
Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.	As the Master Government Aggregator for our vendor partners, we have extensive experience negotiating price lists that provide the best value to our government customers and cuts down on the procurement activity required for all parties.
Combine the volumes of Participating Public Agencies to achieve cost effective pricing.	Carahsoft strives to provide the most competitive pricing on the market for our government customers.
Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.	Our sales, order operations and IT teams are all closely integrated to deliver the most efficient process from quote to cash. Westrive for 60-minute quote turnaround time, especially for end-of-quarters and end-of years as well as 6-hour turnaround on all clean POs.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 1,900 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry's leading manufacturers, our partner ecosystem encompasses more than 3,000+ government

contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of $3.4 million in our first year in 2004 to $10.2 billion in 2021. In September of 2021, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 16,916 orders worth more than $1.8 billion.

Awards and Industry Recognition – Carahsoft receives awards for our excellent performance yearly. For more information on the hundreds of awards we have received please visit our website at https://www.carahsoft.com/awards.

Carahsoft Technology Product, Services, and Solution Offering

Cobb County Requirements	Carahsoft Capabilities
Technology Products: A complete portfolio of technology products such as desktops, laptops, tablets, PDAs, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalers, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.	Carahsoft has provided our corporate linecard as an attachment which shows our robust catalog of manufacturer partners which meet the technology portfolio described. We are happy to leverage this vast ecosystem to support the Cobb County and Omnia partners needs.
Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems	

Cobb County Requirements	Carahsoft Capabilities
configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:	
Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.	IT organizations are challenged by the limitations of today's x86 servers, which are designed to run just one operating system and application at a time. As a result, even small data centers have to deploy many servers, each operating at just 5 to 15 percent of capacity—highly inefficient by any standard. A key benefit of virtualization technology is the ability to contain and consolidate the number of servers in a datacenter. This allows businesses to run multiple application and OS workloads on the same server. Ten server workloads running on a single physical server is typical, but some companies are consolidating as many as 30 or 40 workloads onto one server. As you might expect, dramatically reducing server count has a transformational impact on IT energy consumption. Utilization of x86 servers increases from the typical 8-15 percent to 70-80 percent. Reducing the number of physical servers through virtualization cuts power and cooling costs and provides more computing power in less space. As a result, energy consumption typically decreases by 80 percent.
Physical Security: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.	Physical Security solutions combine video management, access control, video analytics, intrusion alerts and more onto a single or consolidated platform of networks that can be accessed from anywhere and at any time through a Web browser. Data from these subsystems is automatically correlated, providing users with a comprehensive view of security operations.
Communications: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.	The F5 BIG-IP family of products offers application intelligence that network managers need to ensure applications are fast, secure, and available. All BIG-IP products share a common underlying architecture, F5's Traffic Management Operating System (TMOS), which provides unified intelligence, flexibility, and programmability. Together, BIG-IP's powerful platforms, advanced modules, and centralized management system make up the most comprehensive set of application delivery tools in the industry.
Cloud: Cloud solutions for scalable computing and storage capacity and rapid self- provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).	With no minimum fee and a pay for what you use model, Google Cloud Storage capacity pricing is the most cost effective in the market. In addition, with lifecycle management Google Cloud storage allows you to reduce your costs even further by automatically archiving your objects to Cloud Storage Nearline and scheduled deletions. Store your data on Google's infrastructure with very high level of durability and availability. Google Cloud Storage stores and replicates your data allowing a high level of persistence. Google Cloud Storage is built with a replicated storage strategy. All data is encrypted both in-flight and at rest. The

Cobb County Requirements	Carahsoft Capabilities
	Google security model is an end-to-end process, built on over 15 years of experience.
Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.	Datacenter Infrastructure is the backbone of delivering IT performance to the consumers of today's applications. Technology has shifted to become increasingly software-driven which puts more pressure on the infrastructure to deliver the level of performance the software is capable of or demands. Traditional datacenter infrastructure is being challenged to meet the demands of this new approach. New datacenter infrastructure technology embraces the software driven approach and is designed to accommodate large consumptions of data in a number of forms. Arista Networks has lead the network modernization shift by designing network switches with high buffers and high speeds. They provide a flexible solution to make the transition from a traditional approach to a modern infrastructure more affordable, by not requiring forklift upgrades to the entire datacenter. Network modernization is a key to delivering applications like desktop virtualization and big data analytics.
Data Management: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.	Data is the raw material of business – an economic input almost on par with capital and labor. However, data in most organizations is scattered across multiple operational and analytical systems. Big data with new sources, such as social media, cloud applications, and syndicated data services are on the rise, and many organizations are realizing that physical consolidation or replication of data is not practical for all data integration and business agility needs. Data needs to be made easily consumable by people who need it to advance the business. Data Virtualization is a lean data integration solution that provides easy, real-time, and unified data access across disparate sources to multiple applications and users. Data Virtualization makes data spread across physically distinct systems – such as multiple databases, XML files, and even Hadoop systems – appear as a set of tables in a local database. This comprehensive platform enables agile data provisioning by providing the following functions: • **Connect:** Access data from multiple heterogeneous data sources with different access methods and storage models. • **Compose:** Easily create reusable, business-friendly data models and virtual unified views by combining and transforming data from multiple sources. • **Consume**: Make integrated data available on demand for consumption by external apps through open standards interfaces.
Visual Communications: Visual communications that integrate	Now more than ever, people need the ability to

Cobb County Requirements	Carahsoft Capabilities
audio, video, voice and presentation capabilities.	collaborate effectively with colleagues, partners, and customers—around the world, across devices, and through technical boundaries. More and more organizations, including large enterprises and government agencies, are using Visual Communication to drive end-to-end, business-critical workflows for web meetings, eLearning, and webinars. The right Visual Communication solution delivers exceptionally rich interactions and enables organizations to fundamentally improve productivity. You can captivate your audience with rich, engaging, and interactive experiences and make them available to virtually anyone, anywhere, on virtually any device, with just a click of a button. Certain Visual Communication Technologies allow invitees to easily attend a meetings from the desktop without requiring a client download, and offers complete mobile-to-mobile collaboration capabilities to address the realities of today's business environments, where employees and customers are on the move worldwide.
UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.	When disasters happen, first responders and emergency personnel are not always in the same place. Unified Communications and Collaboration allows you to set up a virtual command center that can be pre-loaded with maps, actions plans and emergency contact information. This allows first responders and decision makers to work together more quickly and effectively. In 2010 the US Southern Command used UCC technologies to support the Haiti earthquake disaster relief teams, and the Montana National Guard used it to coordinate efforts in fighting the wildfires in the summer of 2015. UCC technologies for distributed team collaboration efforts help government organizations accelerate team decision-making regardless of where people are located by equipping them with a powerful and easy-to-use set of tools for web conferencing and information sharing. Leverage existing investments in video conferencing solutions by integrating your video telephony devices supporting SIP/H.264. Nontechnical users can share everything from text and graphics files to multimedia presentations and websites; collect comments from multiple reviewers; and host live, interactive discussions online without additional downloads.
Broadcast Studio: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).	Public sector communication is undergoing an incredible transformation. Government organizations that adopt innovative technologies can capitalize on this transformation to create mission value and cost savings opportunities. Broadcast Studios help public sector organizations accelerate their direct communications with the public in

Cobb County Requirements	Carahsoft Capabilities
	order to drive measurable benefits. More than 1,000 organizations worldwide use Broadcast Studios and secure cloud-based enterprise marketing platforms to reach, inform and engage their audiences through web, email, mobile and social media channels. The utilization of multiple channels enables Broadcast Studios to send personalized, targeted communication to promote services, enhance public awareness, and drive better involvement in agency programs through email, text messaging and other digital media channels.
Law Enforcement: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.	Carahsoft works in law enforcement with a number of vendors; with various solutions like: Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
Mobility: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self- destructing content, and content linked back to the user.	The Mobility/Telework portfolio at Carahsoft includes industry-leading emerging technology solutions to enable government agencies to address a changing workplace. Organizations need to adapt rapidly to shifting user needs while maintaining data privacy and compliance requirements. The US Communities contract would benefit from access to a host of software manufacturers whose focus is to turn a government entities mobile and telework program in to a fully operating and compliant environment to fully meet an agencies mission with: • Secure Mobility and Device Management Mobile • Applications and Mobile Productivity Applications • Mobile Application Development and Performance Management • VDI solutions and Telecom and Expense Management software.
Asset Management: Asset management solutions to identify and manage installed software, hardware and license entitlements.	Inaccurate inventory, wasted resources, compliance issues, and service delays are all every day risks for enterprises that have serious consequences if not addressed. To mitigate risk, organizations need to know the assets they have, where they are, usage entitlements, who uses them, how they are used, how they are configured, what they cost and the value they deliver.

Cobb County Requirements	Carahsoft Capabilities
	Asset Management tracks the financial, contractual, and inventory details of hardware, software, and virtual infrastructure – as well as non-IT assets – throughout their lifecycles. Asset requests are handled using workflows to obtain approvals, validate entitlements, issue chargebacks, and provision services. Once an asset is deployed, Asset Management records all maintenance activity and enables IT to perform regular audits, right up until asset retirement.
Data Protection: Data protection to protect, backup, recover and archive data and applications.	VERITAS provides complete data protection and recovery for all data, systems, and locations. The Backup Exec family provides the gold standard in Windows data and system protection. The BUE family provides efficient granular recovery of critical Microsoft applications and complete Windows system recovery in minutes, ensuring Windows information is always protected. Backup Exec is designed specifically to protect heterogeneous server environments and remote offices. Additionally, the newest version of Backup Exec, v. 15 provides: • Efficient block level deduplication and change block tracking to reduce the amount of data saved to storage. • Deep integration with Microsoft Volume Shadow Copy Service (VSS) and VMware's vStorage APIs for Data Protection (VADP) for fast virtual machine snapshots. • A single solution and management console for virtual and physical to help reduce cost and complexity while simplifying the protection of your entire environment. • Flexible storage options so you can backup to virtually any storage device including disk, tape, or third party cloud. VERITAS NetBackup delivers high performance data protection that scales to protect he largest UNIX, Windows, Linux, and NetWare environments. With complete protection from remote office to data center to vault, NetBackup offers a single console for all backup and recovery operations. Key Features of NetBackup 7.7 include: • Converged backup platform integrates software and hardware to create a solution that is extremely easy to deploy and maintain. • Extensive integration with virtual and physical systems, applications, and storage technologies enable almost any enterprise environment to be protected using a single solution. • Accelerator reduces backup times from hours to minutes by limiting backups to changed blocks and combining them with previous

Cobb County Requirements	Carahsoft Capabilities
	backup data to produce synthetic full backups. • Auto Image Replication automates the process of moving data to another site for disaster recovery, merging data from multiple sources and synchronizing catalog information to speed recovery. • Replication Director orchestrates hardware snapshot and replication operations from leading providers such as NetApp and EMC, ensures snapshots are application-consistent, and catalogs snapshots for easy file restore.
Energy and Water Conservation: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.	From smart grid analytics and meter data management to demand-side management tools, we have everything you need to become a best-run utility. With SAP solutions, utilities companies operating in regulated and unbundled markets are better able to meet challenges in supplying power while adapting to industry reorganization and coping with regulatory uncertainty. Facilitated by SAP software, they can harness emerging technologies to achieve the right balance between profitability, sustainability, and safety in supplying their customers with energy. • Energy supply chain optimization Integrate supply chain processes and information from procurement and delivery to consumption. • Operational efficiency for plants and grids: gain a single real-time view of plant and business data that enhances the entire asset lifecycle. • The intelligent grid uses state-of-the-art technologies to move smart-grid benefits on to consumers and businesses. • Customer experience: Gain a 360-degree, real-time view of customers to enhance service, marketing, and sales.
Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.	New innovative technologies and solutions from SAP deliver greater value by enabling better business insight to maintain financial excellence. Make better business decisions with SAP HANA by handling large volumes of granular data and performing in-memory analysis. In addition to on-premise implementations, deploy business processes quickly and flexibly in the cloud. • Collaborative finance operations: Improve efficiency with increased automation and global consistency while providing superb service. • Enterprise risk and compliance management: Manage enterprise risk and compliance for optimal financial performance of fraud and audit processes. • Treasury and financial risk management: Increase insight and control for managing cash, liquidity, financial investment decisions,

Cobb County Requirements	Carahsoft Capabilities
	and risk. • Financial planning and analysis: Increase organizational agility, control costs, improve margins, and align execution with strategy. • Accounting and financial close: Execute a compliant close that reduces cost and effort and provides regulatory disclosures.
Other Services and Solutions: Services and solutions not listed above that may be proposed by Offeror.	Additional Services and Solutions are detailed and provided within the Cost Proposal of this response.

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Carahsoft Technology Corporation
11493 Sunset Hills Road,
Reston, VA 20190
www.carahsoft.com

703-871-8500
703-871-8505 – Fax
Sales@Carahsoft.com
Federal ID# 52-2189693

b. Date business was established under current name.

Carahsoft was incorporated in 1999. We have been in business since 2004.

c. Size of company including the total number of employees.

Carahsoft is a Large S-Corporation with around 2,400 employees.

d. Type of ownership or legal structure of business

S-Corporation. We are a privately held company.

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Carahsoft has not failed to complete work for which a contracts was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

There are no civil or criminal actions pending against the firm or any key personnel related in any way to contracting.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

Carahsoft has not been disqualified from working for any public entity.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Individual SOWs and work orders may require additional terms depending on the work required. Since this is deal dependent, we are unable to provide an exact list of additional terms at this time.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. Scope of services/contract description.
b. Dollar value of contract.
c. Assigned project personnel.
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Relevant Experience	
Scope of services/contract description.	Education Software Solutions and Services
Dollar value of contract.	Approximately $20 Million
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Margaret S. Bass Title: Region 4 ESC Authorized Board Member Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	Google Products, Services and Solutions Contract
Dollar value of contract.	N/A
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Cathy Muse Title: CPPO Director of Purchasing and Supply Management Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	GSA Multiple Award Schedule
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	NASA SEWP
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	2GIT
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

a.	*Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Maintenance and repairs are based on the warranty terms of our individual manufacturer partners and can be provided upon review of a SOW or details provided on a specific work order.

b.	*Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?*

Carahsoft supports the following communication types:

1. E-mail Attachment in the following formats: Plain text, PDF, HTML, JPEG, TIFF, Gif, Microsoft Excel, and Microsoft Word
2. Fax
3. Paper copy sent via US Mail or private courier
4. Credit Card (phone or web)

5.6 PRICING

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- *Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)*
  - *Manufacturer part #*
  - *Supplier's Part # (if different from manufacturer part #)*
  - *Description*
  - *Manufacturer's Suggested List Price and Net Price*
  - *Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)*

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Carahsoft is proposing to extend the pricing discounts that are currently offered through our Educational Software Solutions and Services Contract (Contract Number: R191902, which managed by Region 4 Education Service Center in Texas) to Cobb County.

This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

5.7 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $10.2 in 2021. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006—Present), Washington Technology's Top 100 Government Contractors (2010—Present), and the Washington Business Journal's Largest Government Contractors (2011—Present).

We currently maintain a $25M line of credit available (currently 100% available) with Atlantic Union Bank.

Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Not applicable.

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Not applicable.

5.8 NATIONAL CONTRACT

Attachment A, Exhibit A

a.	*Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

a.	*Brief history and description of Supplier to include experience providing similar products and services.*

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

b.	*Total number and location of salespersons employed by Supplier.*

Carahsoft employees about 2,400 persons.

c.	*Number and location of support centers (if applicable) and location of corporate office.*

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

d.	*Annual sales for the three previous fiscal years.*

2019 – $6.9B
2020 – $9.0B
2021 – $10.6B

a. Submit FEIN and Dunn & Bradstreet report.

FEIN#: 52-2189693
DUNS: 088365767

e.	*Describe any green or environmental initiatives or policies.*

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy

as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials.

Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty.

Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.

Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

f. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

g. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐Yes ☒ No

If yes, list certifying agency: _____

b. *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise*

☐Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐Yes ☒ No

If yes, list certifying agency: _____

h. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

i. Describe how supplier differentiates itself from its competitors.

Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles

- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

j. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

k. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Not applicable.

b. is not owned or operated by anyone who has been convicted of a felony; or

Carahsoft is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

l. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

a. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

b. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

c. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors,

etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

d. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

e. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

a. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*

- *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

- *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Carahsoft can confirm we will create trainings alongside the OMNIA Partners team to educate all necessary parties of the details of the new contract, and how to get involved.

b. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:*

- *Creation and distribution of a co-branded press release to trade publications*

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

- *Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector

Upon award, Carahsoft will add the relevant contract details to the website above.

- *Design, publication and distribution of co-branded marketing materials within first 90 days*

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

- *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

- *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Carahsoft can commit to attend the NIGP Annual Forum.

- *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

- *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

- *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
  - *OMNIA Partners standard logo;*
  - *Copy of original Request for Proposal;*
  - *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
  - *Summary of Products and pricing;*
  - *Marketing Materials*
  - *Electronic link to OMNIA Partners' website including the online registration page;*
  - *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources

Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

c. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

d. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

e. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

- *Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*

- *Best government pricing*
- *No cost to participate*
- *Non-exclusive*

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

f. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- *Key features of Master Agreement*
- *Working knowledge of the solicitation process*
- *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- *Knowledge of benefits of the use of cooperative contracts*

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

g. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- *Executive Support*
- *Marketing*
- *Sales*
- *Sales Support*
- *Financial Reporting*
- *Accounts Payable*
- *Contracts*

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

h. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

i. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

j. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new

Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

k. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Due to customer confidentiality, Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record. However, Carahsoft completed $10.64B in sales in 2021 with help from over 4,000 marketing activities, generating over 64,000 leads.

l. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

m. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

n. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ATTACHMENTS

Bid Cover Page

Please find our completed Bid Cover Page beginning on the following page.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Carahsoft Technology Corporation

ADDRESS: 11493 Sunset Hills Road

REPRESENTATIVE: Elise Roell

PHONE: 703-673-3568 FAX: 703-871-8505

E-MAIL Elise.Roell@Carahsoft.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Bid Submittal Form

Please find our completed Bid Submittal Form beginning on the following page.

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Carahsoft Technology Corporation

Contact name: Elise Roell

Company address: 11493 Sunset Hills Road

E-mail address: Elise.Roell@Carahsoft.com

Phone number: 703-673-3568 **Fax number:** 703-871-8505

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Kristina Smith — Contracts Director
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 703-871-8500 FAX: 703-871-8505

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: N/A

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Deal by Deal basis

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Contractor Affidavit and Agreement (Exhibit A)

Please find our completed Contractor Affidavit and Agreement beginning on the following page.

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

350308
EEV (E-Verify) Program Number

08/12/2010
EEV Program Date of Authorization

Kristina Smith
BY: Authorized Officer or Agent
[Contractor Name]

Carahsoft Technology Corporation
Contractor Business Name

Kristina Smith
Printed Name

10/12/22
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 12 DAY OF October, 2022

Notary Public Commission Expires: 07/31/23

Effective 09-20-2013

Statement of Ownership Disclosure

Please find our completed Statement of Ownership Disclosure beginning on the following page.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	Carahsoft is a privately owned company and is not publicly traded on the stock market

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

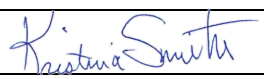
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kristina Smith	Title:	Contracts Director
Signature:		Date:	10/12/22

Non-Collusion Affidavit

Please find our completed Non-Collusion Affidavit beginning on the following page.

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Fairfax ss:

I, Kristina Smith (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age, being duly sworn according to law on my oath depose and say that:

I am Contracts Director (title or position) of the firm of Carahsoft Technology Corporation (name of firm)

_____ the bidder making this Proposal for the bid

entitled IT Product Solutions and Related Services (title of bid proposal); and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ County (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to

before me this day

Kristina Smith
_____
Signature

October 12, 2022

Kristina Smith
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 07/31/23

(Seal)

Affirmative Action Affidavit

Please find our completed Affirmative Action Affidavit beginning on the following page.

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road

City, State, Zip Code: Reston, VA 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/12/22

Date

Authorized Signature and Title

Stockholder Disclosure Certification

Please find our completed Stockholder Disclosure Certification beginning on the following page.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod Home Address: 11493 Sunset Hills Road Reston, VA 20190	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 12 day of October, 2022

(Notary Public)

My Commission expires: 07/31/23

Kristina Smith

(Affiant)

Kristina Smith - Contracts Director

(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Please find our completed Certification of Non-Involvement in Prohibited Activities in Iran beginning on the following page.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: # 23-6692 Technology Product Solutions and Related Services

VENDOR NAME: Carahsoft Technology

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Kristina Smith

Signature

10/12/2022

Date

Kristina Smith - Contracts Director

Print Name and Title

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

EEOAA Evidence

Please find our completed EEOAA Evidence form beginning on the following page.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kristina Smith Title: Contracts Director

Signature: Kristina Smith Date: 10/12/22

MacBride Principles

Please find our completed MacBride Principles form beginning on the following page.

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Carahsoft Technology Corporation

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[x] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Kristina Smith — 10/12/22

Signature — Date

Kristina Smith - Contracts Director

Print Name and Title

Addendum 1

Please find our completed Addendum 1 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

10/12/22
Date

Kristina Smith
Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 2

Please find our completed Addendum 2 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

10/12/22
Date

Kristina Smith
Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 3

Please find our completed Addendum 3 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

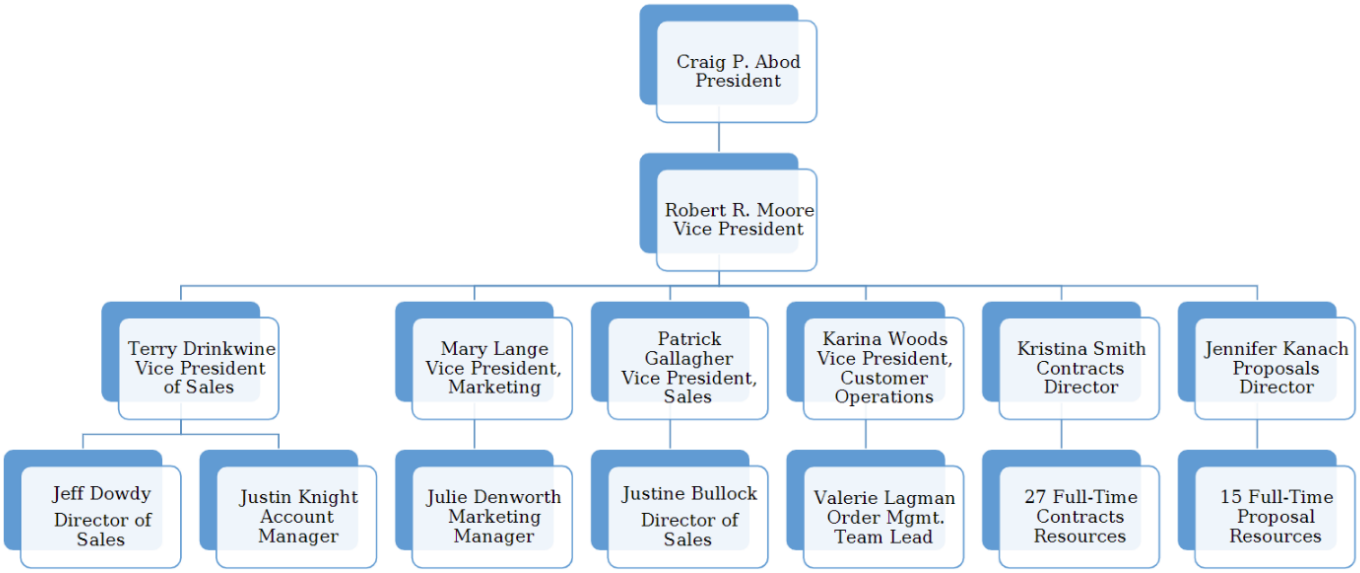
10/12/22
Date

Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Carahsoft Organization Chart



Carahsoft Line Card

Please find the Carahsoft Line Card beginning on the following page.

carahsoft GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware®	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto® NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS™	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP®	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS®	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

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carahsoft

GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

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EEO Report

Please find our 2021 EEO report beginning on the following page.

CO= DA57607

U= DA57607

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

SINGLE ESTABLISHMENT REPORT

SECTION B - COMPANY IDENTIFICATION

1. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

2.a. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

c. EIN= 522189693

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- N DUNS= 088365767

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 511210 - Software Publishers

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	********** MALE **********								********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	1	0	0	1	0	0	5
FIRST/MID OFFICIALS & MGRS	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
PROFESSIONALS	16	25	130	6	0	9	0	11	201	11	2	26	0	23	460
TECHNICIANS	1	0	7	1	0	6	0	1	3	0	0	0	0	0	19
SALES WORKERS	54	43	638	65	8	33	1	35	571	37	4	25	3	39	1556
ADMINISTRATIVE SUPPORT	2	5	17	2	0	0	0	5	53	4	0	5	1	7	101
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	73	73	800	74	8	48	1	52	835	52	6	57	4	69	2152
PREVIOUS REPORT TOTAL	66	61	718	67	5	44	1	42	736	45	6	49	4	54	1898

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFIED DATE [EST]: 5/11/2022 4:15 PM

CERTIFYING OFFICIAL: Kristina Smith
TITLE: Contracts Director
EMAIL: kristina.smith@carahsoft.com
PHONE: 703-871-8504

EEO1 REPORT CONTACT PERSON: Kristina Smith
TITLE: Contracts Director
EMAIL: kristina.smith@carahsoft.com
PHONE: 703-871-8504

EXHIBIT II

Carahsoft - Contract #23-6692-01
Technology Pruducts Services

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
[S] Cube	2.00%		
1 Kosmos, Inc.	2.00%	https://www.1kosmos.com/	1Kosmos enables passwordless access for workers, customers, and citizens
10Zig Products	2.00%		
11:11 Systems, Inc.	2.00%	https://1111systems.com/	11:11 Systems is a technology company that offers cloud-based solutions
1440 LLC	2.00%	https://www.1440.io	1440 is a SaaS company that provides innovative solutions for the
1E, Inc.	2.00%	www.1e.com	Digital Employee Experience Software Solutions
1nteger, LLC dba Kharon	2.00%	https://www.kharon.com/	Kharon was founded and is led by former U.S. Intelligence Community
2CRSI Corporation	2.00%	www.2crsi.com	Designing and Manufacturing High Performance & Energy Efficient
2S1 Technology, Inc.	2.00%	https://legiplex.com/	LegiPlex is an AI-powered legislative intelligence platform designed to
360 Privacy, LLC	2.00%	360privacy.io	360 Privacy is the leader in digital exposure reduction for enterprises,
360Civic, Inc.	2.00%	https://ironwall.com/	Since 2011, we've been protecting at-risk individuals from having their
360Learning, Inc.	2.00%	https://360learning.com/	360Learning is an AI-powered learning platform that helps organizations
3CLogic	0.50%		
3DFLOW S.R.L.	2.00%	https://www.3dflow.net/	3Dflow is a privately held software house operating in the field of
45 Drives USA, Inc	2.00%	https://www.45drives.com/	High-performance, high-capacity data storage servers
460 TECH, LLC dba BEINCOURT	2.00%	https://beincourt.com/	An end-to-end technology platform that enhances the in-person court
4Core, LLC	2.00%	https://www.4core.io/	We are an Engineering Services Company. We came into this because we
4iQ Inc.	2.00%		
4M Analytics, Inc.	2.00%	www.4manalytics.com	The 4M Analytics utility mapping platform is a SaaS software solution for
806 Technologies, Inc.	2.00%	https://www.806technologies.com/	806 Technologies is an education software company dedicated to creating a
A&I Solutions, Inc.	2.00%	https://www.anisolutions.com/	A&I Solutions is a leading information technology software and services
Aavenir, Inc.	2.00%	https://aavenir.com/	Aavenir Inc. is an innovation-driven SaaS organization that aims to provide
Abacode, Inc.	2.00%	http://www.abacode.com	Abacode combines advanced technologies and services to help companies
Abbyy	3.00%		
Abine Inc. dba DeleteMe	2.00%	www.joindeleteme.com	DeleteMe is the market leader in the enterprise 'privacy as a service' space.
Abnormal Security Corporation	2.00%	https://abnormalsecurity.com/	Abnormal Security provides a leading cloud-native email security platform
Absolute Software, Inc.	2.00%	www.absolute.com	Absolute Software makes security work. We empower mission-critical
Abstract Security, Inc	2.00%	https://www.abstract.security/	Abstract, founded in 2023, has built a revolutionary platform to redefine
Acalvio Technologies	2.00%	www.acalvio.com	Provider of Advanced Threat Detection solutions using Deception
Accela	2.00%		
Accenture LLP	2.00%	https://www.accenture.com/us-en	Accenture embraces the power of change to create 360° value and shared
Accrete, Inc.	2.00%	www.accrete.ai	Accrete AI Government, LLC., a wholly owned subsidiary of Accrete, Inc.,
AccuKnox, Inc.	2.00%	www.accuknox.com	AccuKnox delivers a Zero Trust Cloud-Native Application Protection
AchieveIt Online, LLC.	0.50%		
Aclima, Inc.	2.00%	https://aclima.io	Aclima is pioneering an entirely new way to diagnose the health of our air
Aconex	3.00%		
Acorn PLMS Pty LTD	2.00%	https://acorn.works/	Acorn PLMS is a capability-driven learning platform designed to help
Acquia	2.38%		
Acronis	1.50%		
Acsense, Inc.	2.00%	www.acsense.com	Acsense eliminates IAM downtime and compliance gaps through REAL-
Acta Solutions Inc.	2.00%	actasolutions.io	Acta Solutions provides a suite of cloud-based software tools to power
Actelis Networks, Inc.	2.00%	www.actelis.com	Actelis Networks accelerates the expansion of connected devices and
Actiance	2.00%		
Action1 Corporation	2.00%	https://www.action1.com/	Action1 provides a cloud native, autonomous endpoint management
Active Crisis Consulting LLC	2.00%	https://www.activecrisis.com	At Active Crisis Consulting, we specialize in delivering security solutions
Actsoft, Inc.	2.00%	www.actsoft.com	A leader in workforce management solutions, Actsoft, Inc. is the only
Actualization AI, Inc.	2.00%	https://www.actualization.ai/	Actualization AI, Inc. is a Tampa-based AI company founded by Dr. John
Acumen Infotech, LLC	2.00%	www.acumenusa.net	Technology Products & Services
Ad Astra Integrity Measurement Systems, Inc. dba Invary	2.00%	https://www.invary.com/	Invary delivers industry-leading Runtime Integrity solutions that ensure
ADACEN Federal	2.00%		
Adaptive Security	2.00%	https://www.adaptivesecurity.com/	Adaptive Security is redefining cybersecurity training by preparing
Adaptus LLC	1.00%		
Addy Systems, LLC, dba as TimeTap	2.00%	https://timetap.com/	TimeTap is an online appointment scheduling software designed to
ADF Solutions	0.50%		
Adlib Publishing Systems Inc.	2.00%	adlibsoftware.com	Adlib Software, a Diversis Capital Company, is a leader in document
Adobe	2.00%		
Advanced Robot Solutions, LLC	2.00%	https://www.advancedrobotsolutions.com/	Advanced Robot Solutions modernizes courts and government agencies
Advanced Traffic Solutions, LLC	2.00%	www.advtraffic.com	Traffic Signal Software and Related Traffic Engineering Services
Advologix	0.50%		
AECOM Technical Services, Inc.	2.00%	https://digital.aecom.com/	AECOM is the world's trusted infrastructure consulting firm, partnering
Aegent Technologies, LLC	2.00%	https://aegenttech.com/	Aegent Technologies, LLC is a public sector focused technology integrator
AEGIX Global, LLC	2.00%	https://aegix.global/	Aegix Global delivers real-time safety and incident-management
Aeneas Technologies	2.00%	http://www.aen.tech/	From schools to enterprises, AenTech is an MSP and dedicated support
AeroCloud System	2.00%		
Aerospike, Inc.	2.00%	www.aerospike.com	Multi-model, NoSQL real-time data platform for multi-cloud, large-scale
Aftia Solutions, Inc.	2.00%	https://www.aftia.com/	At AFTIA, we create exceptional experiences that drive measurable
AG1, Inc. dba AgileBlue Security	2.00%	https://agileblue.com	AgileBlue is on a mission to detect cyber-attacks for our customers before
Agilebits, Inc. dba 1Password	2.00%	1Password.com	1Password is a secure digital vault that simplifies password management
AgileCraft	2.00%		
Ahead, Inc.	2.00%	https://www.ahead.com/	AHEAD is a technology integration company that serves public sector
AIComply, LLC	2.00%	https://navigate-cyber.com/	AIComply is the first enterprise agnostic and focused solution to solve
AidKit, Inc.	2.00%	www.aidkit.com	AidKit, a certified B-Corporation, transforms aid delivery. Our secure,
AINS, LLC dba Opexus	2.00%		
AIQ Phase, LLC dba xAI	2.00%	https://x.ai/	xAI is a company focused on advancing artificial intelligence to accelerate
Air Xeo Inc.	2.00%	www.xeoair.com	Outsourced drone services, data analytics for inspection and mapping of

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Aireon, LLC	2.00%	www.aireon.com	Aireon operates a space-based aircraft surveillance service, leveraging
Airgility, Inc.	2.00%	https://www.airgility.co/	Company description: Airgility is a company dedicated to making a big
Airlock Digital Pty Ltd.	2.00%		
AirMatrix, Inc.	2.00%	https://www.airmatrix.ai/	AirMatrix is a provider of AI-enabled airspace security and command-and-
Airspace Link, Inc.	2.00%	www.airspacelink.com	UAS Infrastructure Management Software & Services
Airversity, Inc.	0.50%		
Airwayz Drones, LLC	2.00%	https://airwayz.co/	Airwayz is an industry-leading provider of AI-driven Airspace Command
AirWorks Solutions, Inc.	2.00%	https://airworks.io/	With AirWorks, extracting value from your remote sensing data has never
Aisera, Inc.	2.00%	https://aisera.com/	A Single AI Platform To Support Your Enterprise
Akamai	2.00%		
Akana	2.63%		
Akatia Technologies Inc.	2.00%	https://www.akatia.com/	Streamline your warehouse operations with our cutting-edge Software as a
Akitabox	1.00%		
Albertson Consulting Inc. (Big Picture Software)	2.00%	http://www.ebigpicture.com/	Big Picture Software, developed by Albertson Consulting Inc., delivers
Alchemy CyberDefence, Inc.	2.00%	https://alchemycyberdefence.com/	Alchemy CyberDefence delivers executive-driven cybersecurity solutions
Alert Logic	3.00%		
AlertEnterprice, Inc.	2.00%	www.alertenterprise.com	As the only SaaS provider to connect physical security, IT, OT and HR
Alerts Bar Inc.	2.00%	https://www.alerts.bar/	Alerts Bar provides real time threat intelligence on infected devices and
Alethea Group, Inc.	2.00%	www.alethea.com	Todays digital and political landscapes move faster than ever shaping
Alfresco	2.29%		
Alice	2.00%		
Alkomo, Inc d/b/a Zifino	2.00%	https://www.zifino.com/	Attack Surface Management Cybersecurity Software
Allegro Artificial Intelligence Ltd.	2.00%	https://clear.ml/	As the leading open source, end-to-end solution for unleashing AI in the
ALLEY INVESTMENTS LLC dba Tesseract USA	2.00%	www.tesseractintelligence.com	Tesseract Intelligence is a threat data and investigations company focused
Alli Connect, Inc.	2.00%	http://alliconnect.com/	Alli Connect is a mental health and wellness technology company focused
Alliance Data Solutions, LLC	2.00%	https://alliancedatasolutions.com/	Alliance Data Solutions specializes in delivering secure, scalable, and
Alltius, Inc.	2.00%	https://www.alltius.ai/	With Alltius, creating AI chatbots to optimize operations is simple. Upload
Allvest Information Services, Inc.	2.00%	www.vant4ge.com	Vant4ge applies assessment science, agentic AI, and precision
Alorica	0.50%		
Alpha Topco LP dba Alchemer LLC	2.00%	https://www.alchemer.com/?nab=0	Alchemer provides a flexible feedback and survey platform that helps
Altair Engineering, Inc.	2.00%	https://www.altair.com	Altair is a global leader in computational intelligence and provides software
Altana Technologies, Inc.	2.00%	https://altana.ai/	Altana leverages artificial intelligence to build a shared source of truth on
Alteryx	2.00%		
Altia Intel Inc	2.00%	https://altiaintel.com/	Altia is the trusted partner for government, public and private sector
Altirnao, Inc.	2.00%	https://www.aodocs.com/	AODocs brings trust and efficiency to organizations by ensuring their
ALTR Solutions Inc.	0.50%		
Amazon Web Services	0.00%		
Ambient.AI	2.00%	https://www.ambient.ai	Ambient.ai is a computer vision intelligence company that transforms
Ameelio, Inc.	2.00%	ameelio.org	Ameelio is a U.S.-based technology nonprofit that designs, develops,
American Platform Services, LLC dba TheRecordXchange	2.00%	https://www.trxchange.com/	TheRecordXchange provides everything the jurisdiction needs to establish
American Research and Policy Institute (ARPI)	2.00%	https://arapi.org/	ARPI is a not-for-profit academic research and policy organization based in
Amida Technology Solutions, Inc.	2.00%	https://www.amida.com/	They build custom software and AI-driven data integration and security
AMIICUSS, LLC.	2.00%	https://legalewrite.com/product/	Legal eWrite is a user-friendly legal document creation and management
AMLD Consulting LLC dba Stratus ip	2.00%	https://www.stratusip.net/	At Stratus ip, our mission is to simplify the complex world of cybersecurity
Amp Health Inc.	2.00%	www.amphealth.com	Amp Health's movement health platform reduces injuries in industrial
AMSimpkins and Associates	2.00%	https://amsa-highered.com	At AMSimpkins & Associates, our mission is singular: to deliver solutions
Anaplan	1.00%		
Andrews Consulting Group Inc. (ACG)	3.44%		
ANELLO Photonics, Inc.	2.00%	www.anellophotonics.com	Silicon Valley company focused on developing integrated photonics
Animate Cyber, Inc.	2.00%	www.animatecyber.com	Animate Cyber specializes in cyber workforce development, using AI-
Anjuna Security, Inc.	3.00%	https://www.anjuna.io/	Anjuna enables public sector organizations to easily create high-trust cloud
Annese	2.00%		
Anonomatic, Inc	2.00%	https://anonomatic.com/	Legacy protections like encryption and tokenization can't counter today's
Anthropic, PBC	2.00%	https://www.anthropic.com/	Anthropic is an AI safety and research company. We build reliable,
Apace Systems Corporation	2.00%	https://www.apacecs.com/	Offering Cloud based SaaS for media collaboration from any media source
Aperio Global, LLC	2.00%	https://www.aperioglobal.com/	Aperio Global operationalizes data to enable federal agencies to rapidly
Apex Analytix, LLC	2.00%	www.apexanalytix.com	The world's leading provider of supplier onboarding, risk management and
Apex CoVantage, LLC	2.00%	https://www.apexcovantage.com/	Apex CoVantage is a trusted leader in digital accessibility, delivering
Apex IT	2.00%		
Apexti, Inc.	2.00%	https://apexti.com/	Apexti enables organizations with the power to secure, control, and utilize
APIsec.ai, Inc.	2.00%	www.apisec.ai	APIsec provides automated, continuous API security testing to uncover
Apolitical, Inc.	2.00%	https://apolitical.co/home/	Apolitical is a global social learning network designed for public servants,
Apollo Information Systems Corp.	2.00%	https://apollo-is.com	Apollo Information Systems Corp. (Apollo), operating in the USA and
APOS	1.25%		
Appbus Inc.	2.00%		
Apperian	1.30%		
AppFrontier, LLC	2.00%	https://appfrontier.com/	Put payment processing right in Salesforce, where your customer data
Appgate	0.50%		
Appian Corporation	2.00%	https://appian.com/	Appian provides a powerful platform on which our customers can quickly
Application Perfection	1.32%		
Applied Business Software	2.00%	www.themortgageoffice.com	Notes: Please add Applied Business Software to OMNIA. Below is their
Applied Driving Americas LLC	2.00%	https://www.applied-driving.com/	Applied Driving is an award-winning provider of driver safety and
Applied Insight, LLC	2.00%		
AppOmni, Inc.	2.00%	https://appomni.com.	AppOmni is the leading provider of enterprise level SaaS security. The
Apporto Corporation	2.00%	www.apporto.com	Built from the ground up as a SaaS solution, Apporto takes care of all the

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Apposite Technologies, LLC	2.00%	https://apposite-tech.com/	Apposite Technologies is the leader in easy-to-use, enterprise-class
appSavvy group	2.00%	https://www.appsavvygroup.com/	Empowering Salesforce Leaders with Proven Solutions: From Decades of
AppSec	8.83%		
AppSense	2.00%		
Apptio	1.00%		
AppViewX, Inc.	2.00%	https://www.appviewx.com/	AppViewX protects many of the world's brands with the industry's most
AppZen, Inc.	2.00%	www.appzen.com	Finance-trained AI learns and understands your business and accounting
Aprika Business Solutions Pty Ltd	2.00%	www.aprika.com	Aprika is a software development company responsible for Mission
APS Global, LLC	2.00%	https://www.apsglobal.com/	APS Global provides Artificial Intelligence, Cybersecurity & Research
Aquasight, LLC	2.00%	www.aquasight.io	Water and Wastewater Infrastructure Smart Water Solutions Provider
Arbola	1.00%		
Arcadus, LLC	2.00%	www.arcadus.io	Digital Twin Solutions for Public and Private Sector Organizations: We
Archer Technologies, LLC	2.00%	https://www.archerirm.com/	Archer enables a common understanding of risk, making it easier to work
Archistar, Inc.	2.00%	https://www.archistar.ai/	Archistar's AI PreCheck solution streamlines permitting workflows to
Archive360	0.50%		
Arcos	1.00%		
Arctera US LLC	2.00%	https://www.arctera.io/	Arctera, established in 2024 following its separation from Veritas
Arctic Wolf Networks	0.50%		
Arctiq US, Inc.	2.00%	https://arctiq.com	Arctiq US provides professional and managed IT services that help
Arctop, Inc.	2.00%	https://arctop.com/	Arctop is revolutionizing the public sector by providing advanced, non-
Ardoq, Inc.	2.00%	https://www.ardoq.com/	Ardoq connects user data, visualizes user dependencies, and keeps
Arete Advisors LLC.	2.00%	www.areteir.com	Incident Response and Cyber Security
ARInspect, INC.	2.00%	https://www.arinspect.com/	ARInspect, Inc. helps government agencies protect the communities we
Arista Networks	2.00%		
Armada Systems, Inc.	2.00%	https://www.armada.ai/	Armada enables you to succeed at the Edge with Starlink connectivity,
Armis, Inc.	5.00%	https://www.armis.com/	Armis offers the markets leading asset intelligence platform designed to
Armored Things, Inc. dba Lambent	2.00%		
ArmorPoint, LLC	2.00%	www.armorpoint.com	ArmorPoint combines network operations, security operations, and SIEM
ArmorText	0.50%		
Arms Cyber Defense, Inc.	2.00%	https://www.armscyber.com/	Arms Cyber defends enterprises against modern ransomware that bypasses
Arqit Quantum, Inc.	2.00%	arqit.uk	Arqit provides encryption technology that protects against the cyber threats
Arterial LLC	2.00%	https://arterial.us	Arterial is the continuously updating data layer for U.S. road infrastructure.
Artificial Intelligence Risk, Inc.	2.00%	www.aicrisk.com	Integrating High Risk AI Securely Seamlessly integrate the latest AI
ArtSci AI LLC	2.00%	https://www.artsci-ai.com/	ArtSci AI helps intelligence teams scale production through AI-native
Asana, Inc.	2.00%	https://asana.com/	The best platform for cross-functional work
Asante Cloud, LLC dba Asante Cloud	2.00%	www.asantecloud.com	Asante Cloud LLC is a Boise, Idaho–based SBA-certified Woman-Owned
Ascendant Strategy Management Group, LLC dba ClearPoint Str	2.00%	https://www.clearpointstrategy.com/	ClearPoint Strategy is a performance management software designed to
ASG Technologies	2.00%		
Aspire Technology Partners, LLC	2.00%	https://www.aspiretransforms.com/Discount	They provide end-to-end technology consulting and managed IT services
ASR Analytics	0.50%		
Assembly Software, LLC	2.00%	https://assemblysoftware.com/	Streamline Legal Tasks Across Your Firm With Case Management
Asset Panda, LLC	2.00%	www.assetpanda.com	Asset Panda is a cloud-based asset management platform purpose-built to
Assima	2.00%		
Assured Data Protection, Inc.	2.00%	www.assured-dp.com	Assured Data Protection, Inc. specializes in comprehensive data security
Astera Software	2.00%	www.astera.com	Astera Software is a rapidly-growing provider of enterprise-ready data
Astris AI, LLC	2.00%	https://astrisai.com/	Astris AI, a wholly owned subsidiary of Lockheed Martin, has launched the
ASUS Computer International	2.00%	https://www.asus.com/us/	Computer hardware and consumer electronics manufacturer, founded in
Atlas Traffic Technologies, LLC	2.00%	www.atlastraffic.tech	ATLAS Traffic Technologies is an AI-powered traffic mission control
Atlassian	2.00%		
Atolio, Inc.	2.00%	www.atolio.com	Atolio is an AI-powered enterprise search engine that keeps your data
AtomAI Solutions, Inc.	2.00%	www.atom-ai.com	AtomAI Solutions provides modern software to streamline asset
At-Scene, LLC dba iCrimeFighter	2.00%	www.icrimefighter.com	iCrimeFighter is a cloud-based digital evidence management system
ATX Capital Partners, LLC dba ATX Defense	2.00%	atxdefense.com	ATX Defense delivers cybersecurity services for small businesses and
Audible Sight, Inc.	2.00%	audiblesight.ai	Online tool to make videos accessible for 340 million blind and visually-
AudioCodes Inc.	2.00%	https://www.audiocodes.com	AudioCodes Ltd. (NASDAQ, TASE: AUDC) is a leading vendor of
Augmented Intelligence Technologies, Inc., dba Augintel	2.00%	https://www.augintel.us/	Augintel is a natural language processing (NLP) SaaS product that
August Schell Enterprises, Inc.	2.00%	https://augustschell.com/	August Schell Enterprises is a U.S.-based information technology and
Aura Alliance, Inc.	2.00%	https://weareaura.com	Founder-led communications specialist operating for 30 years and with 10
Aurigo Software Technologies, Inc.	2.00%	www.aurigo.com	Aurigo is an American technology company founded in 2003 with a
Authentica Solutions, Inc.	2.00%	https://authenticasolutions.com	Authentica Solutions is an education technology company delivering cloud-
Authorium Inc.	2.00%	https://authorium.com/	Authorium is a modular and easily configurable platform designed with a
Autodesk	2.00%		
Automaton Marketing, Inc. DBA Stack Moxie	2.00%	www.StackMoxie.com	Monitoring, Observability and Test Automation for AI and Salesforce Tech
Automize A/S	2.00%	https://automize.com/en/	Specialist in Automation and IT Infrastructure.
Automox, Inc.	0.50%		
Autonomous Industrial Solutions, LLC dba WISPR Systems	2.00%	http://www.wisprsystems.com/	WISPR Systems is an American-made UAS manufacturer delivering
AutoRABIT	2.00%		
Autoworklet, LLC	2.00%	https://autoworklet.com/	Autoworklet provides an automation platform that enables users to create,
Autura	2.00%		
Avaap USA, LLC.	2.00%	www.avaap.com	Avaap is an industry-focused technology management and advisory
Avature Limited	2.00%	https://www.avature.net/	Avature is a highly configurable, AI-powered talent management platform
Avecto	2.00%		
Avela, Inc.	2.00%	https://avela.org/	Avela gives enrollment, admission, and award officers the tools to make
AvePoint Public Sector Inc.	5.35%		
Avid Technology, Inc.	2.00%	https://www.avid.com/	Avid Technology Inc. is an American technology and multimedia company

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Avira Digital, LLC	2.00%	https://www.aviradigital.com/	AI First Engineering powerhouse with deep domain expertise in life
Avisare Corp.	2.00%	avisare.com	Avisare is a procurement and eCertification SaaS platform built to enable
Aviz Networks, Inc.	2.00%	https://aviznetworks.com/	Aviz offers Networking 3.0, a data-centric stack which is vendor agnostic
Avocette	2.00%		
Avoka	2.57%		
Avolution	0.50%		
Avolve Software Corporation	2.00%	http://www.avolvesoftware.com/	Avolve Software is a leading provider of electronic plan review solutions
Avue	2.00%		
Axiad IDS Inc.	2.00%	https://www.axiad.com/	Axiad is an identity security company tackling the critical threats posed by
Axoniq Inc.	2.00%	https://www.axoniq.io/	Axoniq is an event-driven infrastructure provider for organizations that
Axonius Federal Systems LLC	2.00%	ps://www.axonius.com/industries/federal-governm	By connecting to hundreds of data sources, Axonius gives IT and security
Axonius, Inc.	2.00%	www.axonius.com	Axonius gives customers the confidence to control complexity by
Axsy Marketing (UK) Ltd	2.00%	https://www.axsy.com/	Salesforce-native offline-first mobile app integrated with powerful no-code
Babel Street, Inc.	2.00%	https://www.babelstreet.com/	Babel Street provides the most advanced data analytics and intelligence
Backblaze, Inc.	0.50%		
Backing Fire, LLC	2.00%	https://www.backingfire.com	Backing Fire LLC is a leading safety and security company specializing in
BackOffice Associates LLC	1.02%		
Backupta, Inc.	2.00%	www.backupta.com	Backupta automates critical Okta WIC, CIAM, and CIC Auth0 data
Bad Elf, LLC	2.00%	www.bad-elf.com	Bad Elf GNSS receivers deliver affordable accuracy through easy-to-use
BAI, Inc. dba Gold Comet	2.00%	www.GoldComet.com	Gold Comet is an ultra-secure, browser-based email/messaging/file sharing
Balcony Technology Group, Inc.	2.00%	https://www.balcony.technology/	Balcony is a data intelligence company that modernizes how counties,
Bamboo Health, Inc.	2.00%	https://bamboohealth.com/	Bamboo Health, Inc. provides real-time care intelligence and coordination
Base64.ai, Inc.	2.00%	https://base64.ai/	Base64.ai provides AI-powered document processing built for document-
Battle Road Digital, Inc.	2.00%	www.atomengine.com	Battle Road Digital is revolutionizing games, exercises, modeling and
Bayshore Networks	0.50%		
Beam Up US, Inc.	2.00%	https://beam.org/	Magic Notes (powered by Beam) is the premier AI notetaker for social
Bear Valley Communications Inc. dba KNS Communications Co	2.00%	www.knsdenver.com	Founded in 1979, KNS is an RF engineering firm who designs, deploys
Beaufort 12 Ltd	2.00%	www.beaufort12.com	Beaufort 12 is a team of business minded cloud technologists. We believe
Beazley Security, LLC	2.00%	https://beazley.security/	Cyber Security Services Provider
Beep, Inc.	2.00%	https://ridebeep.com/	Deploys, operates and manages multi-passeger or shared electrical
Beezy Inc.	0.50%		
Behavioral Signal Technologies, Inc.	2.00%	www.behavioralsignals.com	Behavioral Signals bridges communication gaps by analyzing emotions and
BEINCOURT	0.50%		
BEM Systems, Inc.	2.00%	https://bemsys.com/	BEM Systems, Inc (BEM) is a consulting, engineering, and information
Benevate, Inc. dba Neighborly Software	2.00%	www.neighborlysoftware.com	Neighborly Software is a cloud-based software vendor that has been
Bentley	2.00%		
BestDefense, Inc.	2.00%	https://bestdefense.io	An AI Centric Unification of Cybersecurity Tools and Integrations for End
BetterUp	0.50%		
Beyond Identity, Inc.	2.00%	www.beyondidentity.com	Secure-by-design access management platform engineered to eliminate
Beyond Words	2.00%	https://beyond-words.com/	Beyond Words is an AI-powered language learning platform delivering
BeyondID, Inc.	2.00%	www.BID.com	BID is the managed identity solutions provider that the most successful
BeyondTrust Corporation	2.00%		
BIChart, Inc.	2.00%	https://bichart.ai	BIChart is an AI-powered Business Intelligence migration platform that
Big Compass	2.00%	https://www.bigcompass.com/	Big Compass Delivers Data Agility as a Competitive Advantage
BigID	0.50%		
BigPanda, Inc.	2.00%	www.bigpanda.io	BigPanda Inc. enables its customers to organize and mobilize the world's
Bilingual LS Corp	2.00%	https://www.bilingualglobal.com/	Bilingual is a language solutions provider offering interpretation,
Binoloop, Inc.	2.00%	https://www.binoloop.com/	Binoloop built Atlas, a productivity platform purpose-built for government
Binti, Inc.	2.00%	https://binti.com/	Binti builds modern, user-friendly software to make child welfare more
BioBase, LLC	2.00%	biobasemaps.com	BioBase (biobasemaps.com) is the only commercial cloud platform
BIT Solutions, LLC	2.00%	https://bitsolutionsllc.com	AI-Powered Capture Management Software for Government Contractors.
Bitwarden	2.37%	https://bitwarden.com/	Bitwarden is the best password manager for securely storing, managing,
Black Swift Technologies, LLC	0.50%	https://bst.aero/	Black Swift Technologies is recognized for delivering reliable, robust, and
Blackberry	2.00%		
BlackDuck	2.99%		
BlackFog, Inc.	2.00%	https://www.blackfog.com	BlackFog's innovative approach to cybersecurity and its focus on anti data
Blackshark.ai GmbH	2.00%	https://blackshark.ai	Blackshark.ai is a leading provider of artificial intelligence and machine
BlackSky Holdings, Inc.	2.00%	https://www.blacksky.com	The most advanced space-based intelligence platform, providing satellite
Blackthorn.io, Inc.	0.50%		
Blackwire Labs, LLC	2.00%	blackwirelabs.com	Blackwire Labs develops Blackwire.ai, an AI-driven cybersecurity
Blaize, Inc.	2.00%	www.blaize.com	Blaize leads new-generation computing, unleashing the potential of AI to
Blancco	2.00%		
Blitz Permits, Inc.	2.00%	https://blitzpermits.ai/	Blitz Permits is an AI-powered assistive solution that automates plan
Blocksi, Inc.	2.00%	https://blocksi.net/	Blocksi is a comprehensive web filtering, classroom management and AI
BlocPower, LLC.	2.00%	www.blocpower.io	BlocPower is the U.S. climate technology leader rapidly greening
Bloom Technologies	2.00%	www.bloomce.com	A dynamic point cloud editor and collaboration tool, Bloom is the ideal
Blue Fusion Technologies	2.00%	www.bluefusion.com	Blue Fusion Technologies is a software technology company focusing on
Blue Fusion Technologies, LLC	2.00%	https://bluefusion.tech/	Blue Fusion revolutionizes operations by delivering swift and cost-effective
Blue Skies World USA Inc. (a.k.a "CyberproAI US")	2.00%	https://cywareness.io/	Cywareness is an AI-driven platform designed to reduce human-factor
Blue Voice, Inc.	2.00%	bluevoice.io	Software company providing information access software to public sector
Blue-Band, LLC	2.00%	https://www.blue-band.net/	Blue-Band provides the Integrator-AI platform, which integrates sensor
BlueDot, Inc.	2.00%	https://bluedot.global/	BlueDot provides infectious disease intelligence that empowers
Blueforce Development Corp.	0.50%		
Bluesource	5.00%	https://www.bluesource.net/	For more than 18 years, Bluesource has advised businesses and
BlueVoyant Government Solutions	2.00%	https://www.bluevoyantgov.com/	BlueVoyant's mission is to solve some of the most pressing cybersecurity

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Blumira, Inc.	2.00%	www.blumira.com	Blumira specializes in cybersecurity solutions and focuses on security
Blyncsy, Inc.	2.00%	http://www.blyncsy.com/	Blyncsy is helping cities and state Departments of Transportation automate
BMC Software	2.00%		
BNtelligence, Inc.	2.00%	https://www.pipeaid.com/	PipeAid, uses AI and computer vision to process sewer CCTV footage into
Bocada, LLC	2.00%	https://www.bocada.com/	Bocada is a leading provider of automated backup reporting and
Bodo, Inc.	2.00%	https://www.bodo.ai	Bodo is a next-generation SQL and Python data processing platform
Boeing	1.02%		
Bonfire	0.50%		
Bonterra Tech, LLC	0.50%		
Booker25 B.V. dba GoMeddo	2.00%	https://www.gomeddo.com/	GoMeddo is a leading provider of advanced scheduling, booking, and
Boomi	1.00%		
Boost Run, LLC	2.00%	https://boostrun.com	We provide the latest NVIDIA GPU servers: Nvidia B200 , Nvidia H200,
Booz Allen Hamilton Inc.	2.00%		
BOSS Controls, Incorporated	2.00%	https://bosscontrols.com	BOSS Controls Energy Saver reduces energy cost and consumption.
BotCopy, Inc.	2.00%	https://www.botcopy.com/	Our mission is to add AI-first messaging to enterprise and public sector
Boulder Insight, LLC	2.00%	www.boulderinsight.com	Boulder Insight is a trusted partner and guide in leveraging visual data
Boundless	5.00%		
Box, Inc.	2.00%		
BoxTone	3.69%		
Boxx Technologies, LLC	2.00%	https://boxx.com/	Founded in 1996 as Digital Emulsion, Inc. in Phoenix, AZ, BOXX
Brainfish, Inc.	2.00%	https://www.brainfishai.com/	AI Software as a Service platform for internal and external customer
BrainGu, LLC	2.00%	https://www.braingu.com/	BrainGu helps mission-critical teams move fast without breaking trust.
Bravium Consulting Inc.	0.50%		
Bravo16 PLLC	2.00%	www.Bravo16.com	Bravo16 PLLC is a security technology integrator specializing in the
Brazen Technologies, Inc.	2.00%	www.brazen.com	Brazen is a recruitment marketing engagement platform that helps talent
BridgeCare Finance, Inc.	2.00%	https://getbridgecare.com/	They're a platform that provides software that helps governments manage
Bright Harbor Recovery, Inc	2.00%	www.brightharbor.com	Bright Harbor Recovery is a disaster case management platform built for
Bright Pattern Inc.	0.50%		
Brilliancy Quantum Brands, LLC	2.00%	https://brilliancydeeptech.com/	Deep-tech company focused on quantum AI, cybersecurity, and supply
Brisqq Ltd.	2.00%	https://elogii.com/	eLogii offers a fully integrated logistics and route optimization platform
Broadcom, Inc.	2.00%		
Broadsight Technology Corporation	2.00%	https://www.broadsight.ca/	Broadsight Technology Corporation builds Broadsight Tracker, a secure,
Bromium	0.75%		
BS&A Intermediate, LLC dba BS&A Software, LLC	2.00%	https://www.bsasoftware.com/	ERP System provider for county and municipal governments
Bucher + Suter, Inc.	2.00%	https://www.bucher-suter.com	ISV providing CRM connectors for Cisco Contact Center Solutions and
Bugcrowd, Inc.	0.50%		
Builders Patch, Inc.	2.00%	www.builderspatch.com	Builders Patch is a cloud-based, AI-driven SaaS platform, for developers
Built for Teams, Inc.	2.00%	https://www.builtapp.com/	Built provides position-centric workforce solutions that help organizations
Buoyant, Inc.	2.00%	https://buoyant.io/	Buoyant's production-ready distribution of Linkerd, the world's most
Business Interactions LLC d/b/a Harmony Healthcare IT	2.00%	https://www.harmonyhit.com/	Harmony Healthcare IT is a trusted partner in health data management,
BYOS USA, Inc	2.00%	https://www.byos.io/	BYOS Secure Edge is the global leader providing Edge
C2 Labs	0.50%		
C3.ai, Inc.	2.00%		
CA Technologies	2.00%		
CafeX Communications, Inc.	2.00%	https://www.cafex.com/	CafeX is a Fully Integrated, Enterprise Class, Intelligent Optimization
CAFM Resources	4.54%		
Call Center Optimization Group, LLC dba Call Center Power	2.00%	www.callcenterpower.com	Call Center consulting, outsourcing services. Contact center technology &
CallTower, Inc	2.00%	https://www.calltower.com/	Offering industry-leading Unified Communications as a Service
Cambridge Mobile Telematics, Inc.	2.00%	https://www.cmtelematics.com/	CMT is the world's largest telematics and AI company for safer mobility.
Can/Am Technologies, Inc.	2.00%	www.goteller.com	Can/Am is a manufacturer of an easy-to-use, comprehensive, Cloud Based
Canda Solutions	23.18%		
Canfigure, Inc.	2.00%	https://www.canfigure.net	Developer of business software and related services for asset management,
Canto, Inc.	2.00%	https://www.canto.com/	Canto empowers businesses with a platform to organize, find, and
Canva Pty Ltd	2.00%	https://www.canva.com/	Canva is a online visual communications platform launched in 2013 with a
Carahsoft	0.50%		
Carbyne, Inc.	2.00%	www.carbyne.com	Cloud native 911 call handling software provider
CareAR	0.50%		
CareerBuilder	2.00%		
Carnegie Speech Company	2.33%		
Carpathia	8.47%		
CartoDB Inc., dba CARTO	2.00%	https://carto.com/	CARTO is the leading cloud-native location intelligence platform, trusted
Carvajal Technology Group, LLC	2.00%	https://www.carvajaltech.com/	Carvajal Technology Group is your experienced technology solutions
Cascade Strategy	2.00%	www.cascade.app	Strategy Execution Platform
Casebook PBC	3.50%	https://www.casebook.net/	Casebook is a customizable Human Services Software that provides an all-
CaseGuard, Inc.	2.00%	https://caseguard.com	CaseGuard, Inc. is a privacy-first software company headquartered in
Casepoint LLC	2.00%	https://www.casepoint.com/	Casepoint empowers government agencies by providing smarter
CaseX, Inc.	2.00%	www.casex.io	Case X is an intelligent crime reporting platform that helps police
CAST Software Inc.	2.00%	https://www.castsoftware.com/	CAST Software is a software intelligence platform that analyzes the source
Castle Rock Associates, Inc.	2.00%	https://www.castlerockits.com/	Castle Rock Associates is a software company that specializes in the
Catalogic Software, Inc.	2.00%	https://www.catalogicsoftware.com/	With smart data protection solutions, Catalogic helps clients backup,
Caudena Corp	2.00%	caudena.com	Caudena is a blockchain intelligence company that develops advanced
Causeway Technologies, Inc.	2.00%	https://us.one.network/	Leading road network management platform for efficient, safe traffic flow
Cayosoft Inc.	2.00%	https://www.cayosoft.com/	Cayosoft Inc., a global software vendor, delivers innovative solutions to
CCL Forensics Ltd	2.00%	cclsolutionsgroup.com	CCL is dedicated to data - to recover, analyze and protect it, to help reveal
Cellebrite	1.00%		

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Celonis Inc.	2.00%		
CelWell Services	1.50%		
Censys, Inc	2.00%	https://censys.io/	Censys is a leader in Attack Surface Management solutions. Attack Surface
Center for Internet Security (CIS)	2.00%		
Centrifuge Systems	2.11%		
Centripetal Networks	2.00%		
CEPTES Software Pvt Ltd	0.50%		
Cerebras Systems, Inc.	2.00%	www.cerebras.ai	Cerebras is a pioneering AI hardware company that designs and
Certes Network	2.00%		
Certificial, Inc.	2.00%	www.certificial.com	Certificial uses real-time data to ensure businesses have continuous,
Certipath	1.00%		
CG4 Solutions Inc	2.00%	https://www.cg4assettracking.com/	CG4 is an asset tracking and inventory management vendor who offers a
CGI	0.01%		
Chainalysis	1.10%		
Chainbridge Solutions, Inc.	2.00%	https://chainbridgesolutions.com/	Chainbridge Solutions Inc. is an SBA 8(a) certified, woman-owned small
Chainguard, Inc.	2.00%	www.chainguard.dev	Chainguard is the safe source for open source. Founded by industry leading
Change and Innovation Agency, LLC.	2.00%	https://changeagents.info/	C!A, part of the Vimo® family of innovative solutions for health and
ChargePoint, Inc.	0.50%		
Check Point Software Technologies Ltd.	2.00%	www.checkpoint.com	a leading provider of cyber security solutions to governments and corporate
Checkbox Software Inc	2.00%	www.checkbox.ai	Checkbox.ai is an AI-powered, no-code legal service hub that helps in-
Chilldyne, Inc.	2.00%	https://chilldyne.com/	Chilldyne delivers reliable, leak-proof direct-to-chip liquid cooling
Chooch Intelligence Technologies Co.	0.50%		
Chorus Intelligence, Inc.	2.00%	www.chorusintel.com	Discover the Chorus Intelligence Suite to take control of every stage of a
Chronicle Ltd	2.00%	www.chronicle.rip	Chronicle is a cloud-based platform designed to modernize cemetery
Chronus, LLC	2.00%	https://chronus.com	Employee Engagement Software
Cicer One	0.50%		
Cideon	2.99%		
Ciena	2.00%		
Cimcor, Inc.	2.00%	https://www.cimcor.com/	CimTrak is a comprehensive cybersecurity solution focused on
Cipher Cloud	0.01%		
Circle Systems, Inc.	2.00%	https://circlesecurity.ai/	A True Prevention platform powered by a decentralized architecture
CIS	13.00%		
CISCO Systems, Inc.	2.00%	https://www.cisco.com/	Cisco stands as a trusted partner for public sector, guiding federal, state,
Cision US Inc.	2.00%	https://www.cision.com/	Cision is a comprehensive communications platform enabling public
Citian, Inc.	2.00%	https://www.citian.co/	Citian's Software-as-a-Service (SaaS) platforms furnish real-time data and
Citibot	0.50%		
CitrusX Ltd	2.00%	www.citrusx.ai	CitrusX improves model performance, automates validation, monitors AI in
City Detect, Inc.	2.00%	citydetect.com	City Detect is an AI / computer vision and machine learning company that
City Innovate, Inc.	2.00%	www.cityinnovate.com	City Innovate's no-code platform supports government through the entire
CityBase	2.00%	https://thecitybase.com/	The CityBase platform equally serves people who want to complete a task
Cityzen Solutions, Inc. dba PublicInput	2.00%	http://www.publicinput.com/	PublicInput is the Community Engagement Platform used by state and
Civia Inc. dba GovAI	2.00%	govai.com	Safe, Contextual & Guided AI-Assistant designed for local government
Civic Group, Inc.	2.00%	https://get-civic.com/	Civic is a Service-Disabled Veteran-Owned Small Business providing a
Civic Review, Inc.	2.00%	https://www.civicreview.com	Permitting and Licensing Software
CKSource Holding sp. z o.o.	2.00%	ckeditor.com	CKSource is the creator of CKEditor, the leading enterprise-grade
Clarifai, Inc.	0.50%		
Clariti	0.50%		
Class Technologies, Inc	2.00%		
ClayHR dba BizMerlinHR, Inc.	2.00%	www.clayhr.com	ClayHR is a comprehensive, AI-powered Human Capital Management
Clear Skye	0.50%		
ClearCube	0.50%		
ClearInsight Solutions	2.00%		
ClearML Inc.	2.00%	https://clear.ml/	As the leading open source, end-to-end solution for unleashing AI in the
Clearspeed, Inc.	2.00%	https://www.clearspeed.com/	Clearspeed delivers objective and unbiased risk alerts, in any language and
ClearStory Data	2.00%		
Clearwater Security & Compliance LLC	2.00%	https://clearwatersecurity.com/	CMMC compliance org providing Azure GCC-H cloud deployment and
Cleo Robotics Labs Inc.	2.00%	https://cleorobotics.com/	Cleo Robotics develops advanced UAVs for mission-critical operations in
Cleversafe	2.00%		
Click Armor Corporation	2.00%	www.clickarmor.ca	Click Armor provides interactive, online and live employee Cybersecurity
Climatec, LLC	2.00%	https://www.climatec.com/	Building Automation System Provider & System Integrator
Clockwork-Solutions	8.07%		
Closure Intelligence, Inc.	2.00%	https://www.closure-intel.com/	Closure Intelligence is an AI-native software-as-a-service company
Cloud Services	5.00%		
Cloud Software Group Federal, Inc.	2.00%	https://www.cloud.com/	Our mission is to solve the world's most challenging enablement and data
Cloud Sundial Limited	2.00%	https://cloudsundial.com/	Our company develop provide the subscription-based B2B software app
Cloud SynApps	2.00%		
Cloud Warriors Government LLC	2.00%		
CloudAI Technologies	2.00%	www.cloudaillc.com	At CloudAI Technologies, we specialize in delivering innovative IT
CloudBees, Inc.	2.00%		
CloudBolt	2.00%		
Cloudburst Technologies, Inc.	2.00%	https://burst.cloud/	Illicit actors don't organize their operations on the blockchain. Instead, they
CloudCheckr	0.50%		
CloudCover	0.50%		
Cloudera	3.70%		
Cloudfiles Technologies, Inc.	2.00%	https://www.cloudfiles.io/	CloudFiles provides secure cloud-based file storage and document

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Cloudfit Software, LLC	2.00%	cloudfitsoftware.com	CloudFit Software was founded in 2018 by 20+ year Microsoft Employees
Cloudflare, Inc.	2.00%	https://www.cloudflare.com/	Connect, protect, and build everywhere: We make websites, apps, and
Cloudframe, Inc.	2.00%	cloudframe.com	CloudFrame provides software that automates the transformation of
Cloudian, Inc.	2.00%	https://cloudian.com/	Cloudian is the most widely deployed independent provider of object
CloudNine Discovery LLC	20.00%	https://cloudnine.com/	CloudNine is a legal discovery technology company with expertise in
CloudNova Technologies, LLC	2.00%	www.cloudnovatech.com	CloudCatcher is an intuitive, easy to use, and no-code platform that helps
CloudPareto, LLC. dba Bidscale	2.00%	www.bidscale.com	Bidscale provides a secure software platform to manage the full federal
Cloudpermit, Inc.	2.00%	https://cloudpermit.com/	Cloudpermit is a government technology company that provides cloud-
CloudSaver	0.50%		
Coalfire	1.00%		
Cockroach Labs, Inc.	2.00%	https://www.cockroachlabs.com/	Cockroach Labs has architected and built CockroachDB, a cloud-native,
Code42	0.50%		
CodeLathe Technologies Inc. DBA FileCloud	2.00%	https://www.filecloud.com	FileCloud is a hyper-secure content collaboration platform (CCP) that
CodeLock, Inc.	2.00%	https://www.codelock.it/	CodeLock offers a patent-pending SaaS solution for DevSecOps that
Codescience, Inc.	2.00%	https://www.codescience.com/	Over the past 12 years CodeScience has become the leading Product
CodeSecure, Inc.	2.00%	https://codesecure.com/	CodeSecure specializes in application security solutions, helping
Code-X, Inc.	2.00%	www.teamcode-x.com	Cyber security software, IDAM, Authentication, Network security and
CoEnterprise, LLC	2.00%	https://www.coenterprise.com/	We're passionate about cultivating a culture around supply chain and
Cofense, Inc.	0.50%		
CogAbility, Inc.	2.00%	https://cogability.com	We provide AI Solutions for Public Servant Organizations that address
Cognition AI, Inc.	2.00%		
Cognitus	2.00%	https://cognitus.com/	Cognitus combines deep expertise with a passion for innovation to help
Cognyte Technologies Israel Ltd.	2.00%	www.Cognyte.com	Cognyte is a global leader in investigative analytics software that empowers
Cohere Federal Services, Inc.	2.00%	https://cohere.com/	Cohere is a leading enterprise artificial intelligence (AI) company
Cohesity, Inc.	2.00%	www.cohesity.com	Cohesity provides software solutions that bring data security and data
CoLab Software Inc.	2.00%	www.colabsoftware.com	CoLab builds AI-powered software for mechanical engineering and
CollabraLink Technologies, Inc, dba Groundswell	2.00%	https://gswell.com/	Groundswell, previously CollabraLink Technologies LLC, is a premier
Collabware Systems, Inc.	2.00%	https://www.collabware.com	Collabware helps enterprises and governments achieve legislative and
Collective Data, Inc.	2.00%	www.collectivedata.com	Collective Data provides high-end Asset Management Software that has
Collibra	0.75%		
ColorTokens Federal Solution, Inc.	2.00%	https://colortokens.com/	ColorTokens Federal Solutions delivers Zero Trust cybersecurity through a
Communicare Technology, Inc. dba Pulsara	2.00%	https://www.pulsara.com/	Pulsara is the communication and logistics platform that unites distributed
Communication Devices, Inc.	2.00%	www.commdevices.com	Communication Devices, Inc. (CDI) builds easy-to-deploy appliances for
Communitio Corporation	2.00%	https://communitio.com/	Communitio is a software company specializing in workplace
CommunityCX	2.00%	https://www.communitycx.co/	CommunityCX enables government agencies to provide equitable and
Commvault Systems, Inc.	0.50%	https://www.commvault.com/	Data protection and information management solutions that provide mid-
Compart North America, Inc.	2.00%	www.compart.com	You have data stored in various sources and formats- generated by
ComplAi, Inc.	2.00%	www.complai.us	ComplAI builds on this foundation by mapping AFS's asset data directly to
ComplianceQuest	0.50%		
Composite Software	0.01%		
CompTIA, Inc.	2.00%	https://www.comptia.org/	An American trade association that issues temporary vendor-neutral
Compulink Management Center, Inc. dba Laserfiche	2.00%	https://www.laserfiche.com/	Laserfiche is a leader in AI-driven document management. It centralizes
Computable Insights LLC	0.01%		
ComScore	3.03%		
Comtech Solacom Technologies Inc.	2.00%	https://comtech.com/allerium/	Allerium, a Comtech Telecommunications Corp. segment provides mission-
Concourse Tech Inc.	2.00%	https://www.concoursetech.com/	Software solutions provider
ConductorAI Corporation	2.00%	https://www.conductorai.co	AI-augmented document approvals and compliance Vendor
Condusiv	8.75%		
Conga	2.00%	https://conga.com/	Conga drives predictable business growth by aligning processes, teams,
ConsLog, LLC	2.00%	https://conslog.com/	ConsLog is a B2B SaaS company providing construction and real estate
Content Square, Inc.	2.00%	www.contentsquare.com	Contentsquare is a leading digital experience analytics platform that
Continuous Software Limited	2.00%	https://aangine.com/	Continuous Software believes that speed is essential in today's software-
ContraForceGroup, Inc	0.50%	www.contraforce.com	ContraForce provides a platform for any IT/Security Operator to quickly
Contrast Security	0.50%		
Control Plane Corporation	2.00%	www.controlplane.com	Control Plane has developed a compute management platform that
Copado	0.50%		
Copperleaf Technologies, Inc	2.00%	https://www.copperleaf.com/	The Copperleaf® Decision Analytics Solution provides a single, enterprise-
Coquina Systems, LLC	2.00%	https://www.coquinasystems.com	Provider of IT Consulting Services
Coram AI	2.00%	https://www.coram.ai/	Coram is a video intelligence platform that provides AI-driven software for
CORAScloud, Inc.	0.50%		
Core Security	2.00%		
Corelight, Inc.	2.00%	https://corelight.com/	The best approach to cybersecurity risk starts with network evidence. This
Corellium, Inc.	2.00%	www.corellium.com	Corellium virtualizes iPhone and Android devices for Vulnerability
CoreLogic, Inc.	2.00%		
CoreView USA, Inc.	0.50%		
CoreX Group LLC	0.50%		
Cority Software, Inc.	2.00%	https://www.cority.com/	Cority, formerly Medgate, Inc., was founded in 1985 and began as a
CornerstoneX	0.50%		
Corporate Reimbursement Services Inc.	3.03%		
Corsight AI Inc.	2.00%	www.corsight.ai	Corsight AI is a global leader in Facial Intelligence for high-stakes
CoSo Cloud, LLC	2.00%	https://www.cosocloud.com/	CoSo Cloud provides a secure cloud platform for virtual training and
CostControl USA, LLC	2.00%	https://www.costperform.com/	CostPerform is the best in class tool for flexible cost allocation and budget
CostQuest Associates Inc	2.00%	https://www.costquest.com/	CostQuest Associates (CQA) is a broadband consulting firm, GIS data,
CounterCraft Security, Inc.	2.00%	www.countercraftsec.com	CounterCraft Cyber Deception Platform & Threat Intelligence Services
Coupa	2.00%		

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Coursera, Inc.	2.00%	https://www.coursera.org/	Coursera is an online learning platform founded in 2012 by Stanford
Cranium AI, Inc.	2.00%	www.cranium.ai	Cranium is an AI security and trust platform that delivers peace of mind to
CrashPlan Group, LLC	2.00%	https://www.crashplan.com/	CrashPlan® provides peace of mind through secure, scalable, and
Crave InfoTech, LLC	2.00%	www.craveinfotech.com	Crave InfoTech is a U.S.-based SAP partner helping government and
Crave.io Inc.	2.00%	https://crave.io	Build tools and BuildOps platform for accelerated development and
Crawford Technologies, Inc.	2.00%	www.crawfordtech.com	Crawford Technologies is an award-winning, global provider of software
Crayon Software Experts, LLC.	0.50%		
Creative Radicals, LLC	2.00%	https://creativeradicals.com/	Creative Radicals provides advanced OSINT and geospatial intelligence
Credas, Inc.	2.00%	https://www.credas.us/	Implementation and product development and product.
Credenti LLC	2.00%	https://www.credenti.com/	Total Passwordless Experience. Any Worker. Any Device. Any OS. Any
Credo.AI Corp	2.00%	https://www.credo.ai/	Credo AI enables responsible AI adoption with governance, risk
Cribl, Inc	0.50%	www.cribl.io	Cribl Stream is a vendor-agnostic observability pipeline that gives you the
Crisis Text Line, Inc.	2.00%	https://www.crisistextline.org/	Crisis Text Line provides free, 24/7, high-quality text-based mental health
Critical Response Group, Inc.	2.00%	https://www.crgplans.com/	CRG was founded by U.S. Special Operations Veterans and Public Safety
Critical Start	0.50%		
Cronos Consulting Group	0.50%		
CrowdAI	0.50%		
Crowdstrike, Inc	5.00%	https://www.crowdstrike.com/	CrowdStrike has redefined security with the world's most advanced cloud-
CrunchAtlas, Inc.	2.00%	www.crunchatlas.com	CrunchAtlas is a persistent AI-enabled threat hunting and collaborative
Crypto Asset Technology Labs, Inc.	2.00%	https://www.catlabs.io/	Crypto Asset Technology (CAT) Labs, is a leading provider of advanced
Crypto4A Technologies, Inc.	2.00%	ww.Crypto4a.com	Crypto4A Technologies Inc. is a Canadian cybersecurity technology
Cubic Digital Intelligence	2.90%		
Current Technologies Computer Learning Center, Inc.	2.00%	https://www.ctclc.com/	Current Technologies Computer Learning Center (CTCLC) is a Certified
Currier, McCabe and Associates, Inc. dba CMA Consulting	2.00%	http://www.cma.com/	At CMA, we believe in building something bigger than ourselves, every
Custom Computer Specialists, LLC.	2.00%	https://www.customonline.com	Custom provides IT, network and cybersecurity services to school districts,
CustomerTimes Corp.	2.00%		
CVENT	0.50%		
Cyabra Strategy, Inc.	2.00%	www.cyabra.com	Cyabra is an AI-driven platform that uncovers the good, bad, and fake
CyanGate	2.00%		
Cyara Inc.	0.50%		
Cyber Crucible, Inc.	2.00%	www.cybercrucible.com	Cyber Crucible is a provider of advanced proactive defense security
Cyber Intell Solution, LLC	2.00%	https://cyberintellsolution.com/	Cyber Intell Solution (CIS), LLC is a veteran-founded cybersecurity firm
Cyber-Ark	18.55%		
Cyberbit, Inc.	2.00%	https://www.cyberbit.com/	Cyberbit developed the first-ever hyper-realistic cyber skilling platform,
CyberFOX, LLC	2.00%	cyberfox.com	CyberFOX is cybersecurity platform with solutions that solve critical
CyberMaxx, LLC	2.00%	https://www.cybermaxx.com/	Through a comprehensive set of services, CyberMaxx empowers
CyberReef	2.00%		
CyberSaint	2.00%	www.cybersaint.io	CyberSaint's mission is to empower today's organizations to build a
CyberSecOp, LLC	2.00%	https://cybersecop.com/	CyberSecOp is a cybersecurity consulting firm specializing in providing
Cybersixgill	0.50%		
Cybersoft	3.06%		
Cyberspatial, Inc.	2.00%	https://cyberspatial.com/	Cyberspatial is an experienced team of security practitioners building and
CyberTech Systems and Software Inc.	2.00%	www.cybertech.com	CyberTech excels in Enterprise Cloud Transformation, delivering Cloud-
Cybrary, Inc	2.00%	https://www.cybrary.it/	Cybrary is the leading Cybersecurity Workforce Development Platform
CyclePlot Ltd	2.00%	https://nextleveltableau.com/	The only Tableau training program in the World that offers 3 live training
CyCognito Inc.	0.50%		
Cyderes Group LLC	2.00%	https://www.cyderes.com/	We are Cyderes (Cyber Defense and Response). A global, pure-play, full
Cyera US, Inc.	2.00%	https://www.cyera.io/	Cyera is the data security company that gives businesses deep context on
CYFIRMA, Inc.	2.00%	https://www.cyfirma.com	External Threat Landscape Management and Vulnerability Intelligence
CyGlass Technology Services, Inc.	2.00%	https://cyglass.com/	CyGlass is a leading provider of cloud and network-centric threat detection
Cylance	1.00%		
Cympire, Inc.	2.00%	https://cympire.com/	Cympire delivers a cloud-native, AI-powered cyber training and simulation
Cynerio Inc.	2.00%	www.cynerio.com	Cynerio was founded to fix the broken status quo of healthcare
Cynet	8.00%		
Cypher LLC	2.00%	https://www.cypher-llc.com/	Cypher utilizes its extensive operational and technical experience to deliver
Cytellix Corporation	2.00%	https://www.cytellix.com/	Cytellix® is a first-of-its kind SaaS platform that brings together
Cyvl, Inc.	2.00%	https://www.cyvl.com/	Cyvl is an infrastructure intelligence platform that helps cities, public works
Cyware Labs, Inc.	2.00%	https://cyware.com/	Cyware is a cybersecurity company that provides solutions for threat
D. Robinson Enterprises, LLC	2.00%	https://shieldlink.net	D. Robinson Enterprises LLC is a Virginia-based consulting and
D2 Traffic Technologies	2.00%	https://d2traffic.com/	D2 Traffic Technologies is dedicated to delivering cutting-edge traffic
D2L	2.00%		
D2L Ltd	2.00%	https://www.d2l.com/	D2L is a global learning innovation company helping organizations reshape
DADoES, Inc. DBA Rendered.ai	2.00%	https://www.rendered.ai	Rendered.ai is a Platform as a Service that enables data scientists, data
DailyPay, Inc.	2.00%	https://www.dailypay.com/	DailyPay is Earned Wage Access of EWA provider. EWA gives
Dantex Group, Inc.	2.00%	https://www.dantexgroup.com/	The Dantex 3D Interactive Virtual Platform is a powerful tool that can help
Danti.AI, Inc	2.00%	https://danti.ai/	Danti is an AI and Search company focused on democratizing the
Daric Holdings Inc.	0.50%		
Darius Labs, Inc.	2.00%	https://abelpolice.com/	Abel Police produces AI tools for law enforcement, giving officers in the
Dark Sky Technology, Inc.	2.00%	https://www.darkskytechnology.com/	Dark Sky Technology is securing the world of software that powers our
DarkOwl, LLC	2.00%		
Darkweb IQ, Inc.	2.00%	www.darkwebiq.com	Darkweb IQ is an offensive cybercrime prevention firm protecting
Darwin AI Inc.	2.00%		
Darzin Softare Pty Ltd	0.50%	https://www.darzin.com/	Community consultation and stakeholder engagement are easily and
Dashlane USA, Inc.	2.00%	https://www.dashlane.com/	Dashlane is an enterprise-grade credential management solution, providing
Data Chant Consulting, LLC	2.00%	https://bipixie.com	A Microsoft Cloud Solution Provider specializing in innovative data and

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Data Direct Networks	2.00%		
data.world, Inc.	2.00%	https://data.world	data.world is the data catalog platform built for your AI future. Its cloud-
DataBee (Comcast Technology Solutions)	2.00%	://www.comcasttechnologysolutions.com/databee-	Databee is a versatile data management tool designed to simplify data
Datadog, Inc.	2.00%	https://www.datadoghq.com/	Datadog is the SaaS monitoring and security platform tailored to meet the
DataDome Solutions, Inc.	2.00%	https://datadome.co/	DataDome is a cybersecurity company that provides real-time bot
DataDrive, LLC	2.00%	goDataDrive.com	Managed analytics services including Tableau consulting
Dataflo.io	2.00%		
Dataguise	0.00%		
Dataiku, Inc.	2.00%	www.dataiku.com	Provider of software platform for full life-cycle development and
DataLocker, Inc.	10.00%	https://datalocker.com/	DataLocker provides high security encrypted hard drives, flash drives, &
Datalogz, Inc.	2.00%	https://www.datalogz.io/	Datalogz is a BI Ops platform to manage adminstrative tasks in BI
Dataloop US Inc.	2.00%	https://dataloop.ai/	Dataloop is an enterprise-grade data infrastructure platform for AI,
DataMasque Ltd.	2.00%	https://www.datamasque.com/	DataMasque is a cloud-first data masking and discovery platform that helps
Datameer	2.33%		
Dataminr, Inc.	2.00%	www.dataminr.com	First Alert, Dataminr's product for the public sector, delivers real-time,
Datanova Scientific LLC	2.00%		
Datapipe	0.50%		
DataRobot, Inc.	2.00%	www.datarobot.com	DataRobot is the leader in Augmented Intelligence, delivering trusted AI
DataRock Technologies, Inc.	2.00%	www.datarock.biz	Zero-Trust Data Protection and Control Platform.
DataShapes, Inc.	2.00%	www.datashapes.com	Waveform and content centric AI company that utilizes its patented
DataSnipper Inc.	2.00%	https://www.datasnipper.com/	Software for auditors and finance teams
DataWalk, Inc.	2.00%	https://datawalk.com/	DataWalk utilizes unique software technology to enable our customers to
Datawatch	0.01%		
Dayforce US, Inc.	20.00%	https://www.dayforce.com/	Dayforce is a global human capital management platform that helps
DBSYNC, Inc.	2.00%	www.mydbsync.com	DBSync provides affordable integration and automation solutions,
Deceptio.ai, LLC	2.00%	www.deceptio.ai	Deceptio.ai identifies deception in a person's written or spoken words and
Decision Lens	0.50%		
Deep Instinct	2.00%		
Deep Labs, Inc.	2.00%	www.deep-labs.com	Artificial Intelligence (AI) and Large Signal Model (LSM) enabled signals-
Deep Media, Inc.	2.00%	https://deepmedia.ai/	Deep Media offers simultaneous multi-modality analyzation for anomalous
Deepgram, Inc.	2.00%	www.deepgram.com	Deepgram is the leader in end-to-end deep learning speech recognition,
DeepSeas, LLC.	2.00%	https://www.deepseas.com/	Managed Security Service Provider
Deepwatch, Inc.	2.54%	https://www.deepwatch.com/	Deepwatch provides early detection and response to cyber threats together
Defend3D	2.00%	https://www.defend3d.com/	DEFEND3D is a patented secure transmission service for remote 3D
Definitive Business Solutions, Inc.	2.00%	https://definitiveinc.com/	Definitive is a Reston Virginia based consultant company with a 20 year
Deighton Associates Ltd	2.00%	https://www.deighton.com/	Deighton develops dTIMS (Deighton Total Infrastructure Management
Delinea	1.00%		
Dell	1.50%		
Delphix	2.00%		
Denodo Technologies	2.00%		
Denser.ai, Inc.	2.00%	https://denser.ai/	DenserAI is a cloud-based AI agent and chatbot platform that enables
Deque Systems, Inc.	2.00%	deque.com	Deque is the market leader in providing products, training, and consulting
Detego Cyber & Digital Solutions, LLC	2.00%	https://detegoglobal.com	The company behind award-winning Digital Forensics, Case Management
Dice Career Solutions, Inc. dba ClearanceJobs	7.00%	www.clearancejobs.com	For more than 20 years, ClearanceJobs has connected professionals with
DigEplan	0.50%		
Digital Asset Redemption, LLC	2.00%	www.digitalassetredemption.com	Digital Asset Redemption helps global organizations defend, prepare, and
Digital Design Company, LLC dba Advanced Network Devices	2.00%	www.advancednetworkdevices.com	ANetD applies only expert US-based engineering, operations, and support.
Digital Era	0.50%		
Digital Guardian	2.00%		
Digital Map	1.00%		
Digital Realty	3.01%		
Digital Reasoning	3.44%		
DigitalBlue Software	2.00%		
DigitalXForce Corporation	2.00%	www.digitalxforce.com	DigitalXForce – Digital Trust For the New Era" – Unified SaaS Digital
DigitSec, Inc.	2.00%	https://digitsec.com/	DigitSec is an automated and robust application security & penetration
Diligent Corporation	2.00%	https://www.diligent.com/	Diligent redefines governance, risk and compliance management, we are
Disaster Technologies, Inc.	2.00%	www.disastertech.com	Disaster Tech is a mission-driven veteran owned software company, led by
Discover Technologies LLC	0.50%		
Distran USA Corp	2.00%	https://distran.swiss/en/home/	Distran develops ultrasound cameras that passively detect and visualize the
District 4 Labs, LLC	2.00%	https://www.district4labs.com/	District 4 Labs is a U.S. citizen-owned and -operated company that has a
Ditto Federal Inc. dba DittoLive Incorporated	2.00%	https://www.ditto.live/	Tactical Operation Network
Do Process, LLC	2.00%	www.doprocessusa.com	Automated, Video Based Employee Onboarding/Training and Process
Docebo NA, Inc.	2.00%	https://www.docebo.com/	Create and manage content, deliver training, and measure the business
Doctums Global, LLC	2.00%	https://doctums.com/	Doctums is a management and technology consulting firm that offers
DocuSign	0.00%		
Domino Data Lab, Inc.	2.00%	https://www.dominodatalab.com/	Domino is the Enterprise MLOps platform trusted by over 20% of the
Domo, Inc.	2.00%	www.domo.com	Domo is a data experience platform that helps businesses of all sizes
Doppel Inc.	2.00%	https://www.doppel.com/	Doppel provides AI-native digital risk protection. They help agencies to
Dorger Software Architects, Inc.	2.00%	https://www.dorgersoft.com	Dorger Software Architects (DSA) offers Valence, a cloud platform
Dotwork Inc	2.00%	https://www.dotwork.com	A strategy and operations platform for product-centric enterprises.
Draganfly, Inc.	2.00%	https://draganfly.com/	Draganfly Inc. is the creator of quality, cutting-edge, unmanned vehicle
Dragos, Inc.	2.00%	https://www.dragos.com/	Dragos has a global mission to safeguard civilization from those trying to
Dremio Corporatio	2.00%	www.dremio.com	Dremio is the easy and open lakehouse platform. Data teams use Dremio to
DrupalEasy	2.00%	https://www.drupaleasy.com	DrupalEasy excels at Drupal training and consulting thanks to our passion
Druva, Inc.	2.00%	https://www.druva.com/	Druva Data Resiliency Cloud, the industry's most mature and secure SaaS-

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
DryvIQ, Inc.	2.00%	dryviq.com	Trusted by more than 1,100 organizations around the globe, DryvIQ
Dtex Systems, Inc.	5.00%	https://www.dtexsystems.com/	Dtex helps eliminate insider threat. It can catch breaches and stop data theft
Duality Robotics, Inc.	2.00%	apurva@duality.ai	Duality's Falcon platform helps customers create data permeability
Duality Technologies, Inc.	2.00%	https://dualitytech.com/	Duality empowers government organizations to unlock the value of their
Dubber, Inc.	2.00%	https://www.dubber.net/	Voice recording with powerful AI Insights. Capture and consolidate
Dulles Technology Partners, Inc.	2.00%	https://dullestech.com/	Dulles Technology Partners is a leading provider of full-lifecycle grants
Dun & Bradstreet	0.50%		
D-Wave Government, Inc.	2.00%	https://www.dwavesys.com/	D-Wave is the leader in the development and delivery of quantum
DYNAMIC INFRASTRUCTURE INC.	2.00%	www.diglobal.tech	The intelligent decision layer for civil infrastructure. Turning every
Dynamite Disc Jockey's Inc., dba DFX	2.00%	https://dfxsoundvision.com/	DFX provides design, manufacturing, integration and service of audio,
DynamoFL, Inc.	2.00%	www.dynamo.ai	Dynamo AI develops privacy-preserving tools and techniques for enabling
Dynatrace, LLC	2.00%	https://www.dynatrace.com/	Dynatrace provides public sector agencies with deep intelligence about the
EAGL Technology, Inc.	2.00%	www.eagltechnology.com	EAGL is a gunshot detection company based in Albuquerque, New
Early Birds Marketplace Pty Ltd	2.00%	https://earlybirds.io	Industry Innovation and Intelligence Platform.
Earthling Security	0.01%		
EasyShifts.com, LLC	2.00%	http://easyshifts.com/	EasyShifts is a cloud-based staff scheduling and management platform
Easyvista	2.00%	https://www.easyvista.com/	Next-Generation IT Service Management in One Platform
EBF, Inc.	2.00%	www.ebf.com/us	IT Software & Services Provider for Modern Workplace Technologies
eCare Vault, Inc.	2.00%	https://ecarevault.com/	A privacy-compliant, cloud-based, care team collaboration hub, the eCare
Eccentex Corp.	2.00%	www.eccentex.com	Eccentex is a leading provider of AI-powered low-code platforms designed
ECCO Select Corporation	2.00%	https://www.eccoselect.com/	ECCO Select provides people, process and technology solutions for our
EchoMark, Inc.	2.00%	https://www.echomark.com/	EchoMark is a Software-as-a-Service (SaaS) solution that is redefining
eCivis	1.00%		
Eclypsium, Inc.	2.00%	https://eclypsium.com/	Eclypsium is a U.S. based, Cybersecurity company specializing in
EcoInteractive, Inc.	2.00%	tps://www.ecointeractive.com/about-ecointeractiv	EcoInteractive provides SaaS solutions to government transportation and
Economic Modeling, LLC dba Lightcast	2.00%	https://lightcast.io/	global leader in labor market analytics
Edbrix Inc.	0.50%		
EdgeRunner AI, Inc.	2.00%	https://www.edgerunnerai.com/	EdgeRunner AI is on a mission to build Generative AI for the edge that is
Edgesoft, Inc. dba Saira Solutions	2.00%	https://www.sairasolutions.com/home	Permitting and Land Management Use
Edoc Technologies, Inc.	2.00%	edoctec.net	Case Management, OPR, Commissioner Minutes, Jury, Vital Statistics,
Edquity, Inc. dba Beam	2.00%	https://www.bybeam.co/	Beam, formerly Edquity, provides flexible cloud-based technology that
Educate 360, LLC	2.00%	www.educate360.com	Our expertise lies in offering innovative professional development and
Education Analytics, Inc.	2.00%	www.edanalytics.org	Education Analytics conducts research and develops rigorous analytics that
Eduworks Corporation	2.00%	https://www.eduworks.com/	Eduworks' technologies use text analysis, machine learning, and data
Effyis, Inc. dba Socialgist	2.00%	Socialgist.com	Socialgist stands at the forefront of data access, connecting the analytics
eGain Corporation	2.00%	www.egain.com	Software
EGIS Systems, LLC dba Fortified Health Security	2.00%	https://www.fortifiedhealthsecurity.com/	Fortified Health Security is a leader in cybersecurity, focused exclusively
Egnyte, Inc.	2.00%	https://www.egnyte.com/	Egnyte is a software company headquartered in Mountain View, California,
eHawk Solutions, Inc.	2.00%	https://ehawksolutions.com	Software for criminal justice that lowers incarceration, reduces recidivism,
EIGEN Inc. dba StackAI	2.00%	www.stack-ai.com	StackAI is an enterprise-grade AI automation platform designed to help
Eightfold AI, Inc	2.00%	https://eightfold.ai/	The Eightfold Talent Intelligence Platform is the first AI solution for
Eighty Twenty One Inc. dba Polaris I/O	2.00%	https://www.polarisio.com/	AI powered Analysis and Production software
Ekahau	2.00%		
Ekata	2.00%	https://ekata.com/	Ekata is an Identity Verification tool, bolstering global identity data and
Elastic	1.00%		
ElectrifAi	0.50%		
Element34 Solutions U.S., Inc.	2.00%	element34.com	Build, maintain and support software services specializing in functional
Element451, Inc.	2.00%	https://element451.com/	Element451 is a cloud-based suite of customer relationship management
Eliquo Training & Development Incorporated	2.00%	https://eliquotraining.com/	Eliquo provides instructor-led and online training courses for digital content
Elisity, Inc.	2.00%	www.elisity.com	Elisity enables identity based microsegmenation security policy for IT/OT,
Elixir Lab USA Inc. dba Cardinality.ai	2.00%	http://www.cardinality.ai/	Cardinality.ai is the modernization alternative that innovative states are
Elliptic, Inc.	2.00%	http://www.elliptic.co	Founded in 2013, Elliptic pioneered the use of blockchain intelligence for
ELLKAY, LLC.	2.00%	https://www.ellkay.com/	They are a healthcare data management company that offers cloud-based
Ellucian Company L.P.	2.00%	https://www.ellucian.com/	Ellucian's SaaS-enabled ecosystem of open and flexible technologies, like
EM1 Technologies, LLC	2.00%	EM1.com	EM1 builds safe and trustworthy AI tools for Emergency Managers
e-Magic, Inc.	2.00%	https://e-magic.ca	e-Magic develops software and integrates solutions for buildings,
EMC	2.00%		
EmergeGen United AI Solutions LLC	2.00%	www.emergegen.ai	EmergeGen AI is an enterprise-grade platform that unifies structured, semi-
Emergency Visions	2.33%		
Emerging Technology Integrators, Ltd	2.00%	https://www.eti-ltd.com/	They provide IT solutions, services, and staffing to help organizations
Empyra.com, Inc.	2.00%	https://www.empyra.com/	Empyra was born out of a desire to create innovative software that
Endeca	2.00%		
EnergyComNetwork, Inc.	2.00%	https://exceleron.com/	EnergyComNetwork is a municipal technology company specializing in AI-
Enhanced Voting	2.00%	https://www.enhancedvoting.com/	Election technology provider to state and local election officials.
EnlitEDU, Inc.	2.00%	www.enlitedu.com	EnlitEDU Inc. builds AI infrastructure for academic records and student
Enterprise DB	2.00%		
Entrust Corporation	2.00%	https://www.entrust.com/	Entrust Corporation is an international expert in digital security, focusing
Enveil, Inc.	2.00%	www.enveil.com	Enveil is a pioneering Privacy Enhancing Technology company protecting
Envisage Technologies, LLC dba Vector Solutions	2.00%		
Envisio Solutions, Inc.	2.00%	Envisio Solutions Inc	Strategic Planning, Performance Management and Project Management
Epik Solutions	0.50%		
E-Plansoft	3.00%		
EPNB Solutions, Inc.	2.00%	https://epnbsolutions.com/	We specialize in custom administrative and operations software, enhancing
Epsilon3, Inc.	2.00%	https://www.epsilon3.io/	Epsilon3 provides procedure and resource management software for teams
Equal Optics, LLC	2.00%	https://equaloptics.com/	Equal Optics has been at the forefront of the tech industry, delivering Tier 1

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Equifax, Inc.	2.00%	http://www.equifax.com/home/en_us	With decades of experience serving the public sector, Equifax delivers
Equinix Security LLC	2.00%		
eScribe Software Ltd. Dba OnBoard	2.00%	https://www.onboardmeetings.com/	The most effective, simple, and secure way to run your board
e-Share	0.50%		
eSignifi	0.50%		
Esper Regulatory Technologies, Inc.	2.00%	https://esper.com/	Esper is a cloud-based policy management platform that transforms
Essential Personnel, Inc.	2.00%	https://essper.com/	EP is software-as-a-service for government agencies, providing a holistic
Etech-360, Inc dba 360S2G	2.00%	https://360S2G.com/	Founded in 2010, 360S2G is a premier provider of end-to-end Utility
etherFAX, LLC	2.00%	https://www.etherfax.net/	etherFAX is an aggregation of virtual ports that allows you to easily send
Ethos Systems, Inc.	0.50%		
Euna Solutions	2.00%	https://eunasolutions.com/	Euna Solutions provides purpose-built, cloud-based software for the public
EVAN360 LLC	0.50%		
Everbridge, Inc.	2.00%	https://www.everbridge.com/	Everbridge, Inc. is a global software company that provides enterprise
Everfox	2.00%	https://www.everfox.com/	Everfox, formerly known as Forcepoint Federal, is a cybersecurity
Everlaw, Inc.	2.00%	www.everlaw.com	Everlaw Company Description Everlaw is the leading provider of cloud-
EVGA	2.00%		
EvidenceIQ	2.00%	https://www.evidenceiq.com/	Ballistics IQ is a triage solution for shell casings to help law enforcement
Evinced Inc.	2.00%	https://www.evinced.com/	Accessibility software for web and mobile.
Evinced, Inc.	2.00%	https://www.evinced.com/	Evinced is the rapidly-growing technology leader in digital accessibility
eVisit, Inc.	2.00%	https://evisit.com/	eVisit - a Virtual Care Platform & Command Center that creates and
Evisort, Inc.	2.00%	https://www.evisort.com/	Evisort empowers enterprises and growing companies alike to transform
Evoila US, LLC	2.00%	https://evoila.com/	They're a technology consulting firm that helps businesses design, build,
EvolveWare, Inc.	2.00%	https://evolveware.com/	EvolveWare was founded in 2001 to automate processes and services
Exabeam	1.00%		
Excalibur Data Systems, Inc.	2.00%	https://www.excaliburdata.com/	Stay on the leading edge with Excalibur Data Systems as your Solutions
Exclaimer Limited	2.00%	https://exclaimer.com/	Get the power to create, control, and deploy company email signatures and
Expanse	2.00%		
Experian	0.74%		
Exterro	3.00%		
ExtraHop	3.00%		
Exxact Corporation	2.00%	http://www.exxactcorp.com/	Exxact Corporation is a leading provider of high-performance computing
Exygy, Inc.	2.00%		
Exyn Technologies	2.00%	www.exyn.com	Exyn Technologies, Inc. offers autonomous robotics with a proven
F5 Networks	2.00%		
Fable Security, Inc.	2.00%	https://fablesecurity.com/	Fable Security is a human risk management platform that helps
Fabricated Software, Inc. dba Fabsoft	2.00%		
Fabrix.ai, Inc.	2.00%	www.fabrix.ai	Fabrix.ai specializes in AI-Agentics-autonomous systems that transform
Face US, Inc. dba Pulsar US	2.00%	https://www.pulsarplatform.com/	Pulsar is the world's leading audience intelligence platform—harnessing
Fast Dial, Inc.	2.00%	https://fastdial.com/	City919 is a unified access platform that simplifies how residents connect
Fast Lane Consulting and Education Services, Inc.	2.00%	https://www.fastlaneus.com/	It certification training and IT Learning Services Delivery.
Father Flanagan's Boys Home	2.00%	realitycoach.ai	Boys Town is one of the largest nonprofit, nonsectarian child and family
FaxSIPit Services Inc.	5.00%	www.faxsipit.com	Simplify fax workflows with FaxSIPit's scalable, secure solutions.
Fend Incorporated	2.00%	www.fend.tech	Fend physically blocks cyberattacks on critical infrastructure while
Fenix Insight Ltd	2.00%	www.fenixinsight.com	Fenix Insight delivers secure, updatable AI products that integrate
FenixPyre, Inc.	2.00%	www.fenixpyre.com	FenixPyre's File Centric Security platform is built using FIPS 140-2 AES
Fermata Discovery Inc.	2.00%	https://www.fermatadiscovery.com/	Fermata Discovery is a WOSB which builds investigative and intelligence
Fever Labs, Inc.	2.00%	https://feverup.com/en	Fever is the leading global live-entertainment discovery platform, helping
FI Consulting, Inc	2.00%	www.ficonsulting.com	FI Consulting (FI) is a best-in-class small business that helps government
Fiddler Labs, Inc.	2.00%	fiddler.ai	Fiddler AI is an AI Observability platform that monitors and analyzes ML
Fidelis Cybersecurity, Inc.	2.00%		
Figma, Inc.	2.00%	www.figma.com	Figma is a design platform for teams who build products together. Born on
Filevine, Inc.	2.00%	https://www.filevine.com/	Filevine is a comprehensive case and document management system
Filigran SAS	2.00%	https://filigran.io/	Filigran specializes in cybersecurity and threat intelligence solutions, with
Finch Computing	18.00%	www.finchai.com	At Finch AI, we specialize in solving real-time, unstructured text
Finout, Inc.	2.00%	https://www.finout.io/	Finout is an enterprise FinOps platform that provides actionable cost
FinQuery, LLC	2.00%		
Firehouse247, LLC	2.00%	https://www.firehouse247.com/	builds cloud-based records management software for fire departments.
FirmScribe, LLC	2.00%	www.firmscibe.com	Firmscribe is a specialized archiving solution designed to meet regulatory
First To Invest LTD	2.00%	www.firstoinvest.com	First to Invest provides AI-powered Open-Source Intelligence (OSINT)
Fishbowl Solutions, LLC	2.00%	https://www.fishbowlinventory.com	Fishbowl equips public sector organizations—including federal, state, and
Fitbit, LLC	2.00%	https://www.fitbit.com/global/us/home	Fitbit's personalized health and wellbeing experience easily integrates into
Five9	0.50%		
Fivecast Pty Ltd	2.00%	www.fivecast.com	Fivecast ONYX covers the complete intelligence investigation cycle from
Fivetran Inc.	2.00%	www.fivetran.com	Fivetran Data Pipelines
Flashpoint	0.50%		
Flexera	1.50%		
Flipnode LLC dba Yodeck	2.00%	https://www.yodeck.com/	Yodeck is a cloud-based digital signage platform that lets users easily
Flo Artificial Intelligence dba Flow Labs	2.00%	https://www.flowlabs.ai/	Flow Labs builds transportation technology that simplifies the complexity
Flock Group, Inc. dba Flock Safety	2.00%	https://www.flocksafety.com/	Flock Safety is an American manufacturer and operator of automated
Flosum	0.50%		
Fluence Technologies USA, Inc.	2.00%	https://www.fluencetech.com/	Fluence Technologies provides software solutions to the office of finance
Fluid Mobility Inc.	2.00%	www.fluid-mobility.com	Fluid Mobility is a software company that speciaizes in loation intelligence
FM:Systems Group LLC	0.50%		
Focus Learning Corporation	2.00%	https://focuslearning.com/	Focus Learning is a software company specializing in mission-critical
Fog Data Science, LLC	2.00%	www.fogdatascience.com	Fog Data Science provides public sector agencies with lawful device

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FogHorn Systems	0.50%		
ForceBrain.com Inc. dba SUMO Scheduler	2.00%	https://www.sumoscheduler.com/	SUMO is a Salesforce partner helping transform customer engagement for
ForceMetrics, Inc.	2.00%		
Forcepoint	0.50%		
ForeScout	2.00%		
Forgerock	2.50%		
Form 10 Group, Inc.	2.00%	www.form10.com	Form 10 Group, Inc. delivers premier professional services and
Formagrid Inc dba Airtable	2.00%	www.airtable.com	Airtable enables any team, regardless of technical skill, to create apps on
FormAssembly	2.00%		
FormStack	0.50%		
Fornetix	2.00%		
Forrester Research, Inc.	2.00%	https://www.forrester.com/government/	Forrester Research, Inc., established in 1983, is a leading independent
Fortanix, Inc.	2.00%	https://www.fortanix.com/	Fortanix is a cybersecurity company specializing in confidential computing
Fortifye Inc.	2.00%	fortifye.com	Trusted Arrival Platform (TAP) represents the next generation of
Fortinet	2.00%		
Fortis Federal, Inc.	2.00%	https://www.fortisfederal.com/	Fortis Federal, Inc is the combination of industry, defense leadership and
Fortra, LLC	2.00%		
Forum Systems, Inc.	2.00%	www.forumsys.com	Provider of Cloud SaaS Private LLM Hosting and Multi-LLM Gateway
Forward Networks, Inc.	0.50%		
Freedom Solutions Group, LLC dba Litera	0.50%		
Freshworks, Inc.	2.00%	www.freshworks.com	Freshworks provides a suite of customer engagement software that helps
Frontier Media, Inc. dba Axis Technologies	2.00%	www.axistec.com	Enterprise Software Professional Services and Software Sales for Federal,
FSH Technologies	2.00%	www.fshtechnologies.org	FSH Technologies brings Silicon Valley engineering to Main Street. We
Fulcrum	2.00%	https://www.fulcrumapp.com/	Leading provider of Field Inspection Management SaaS based platform for
Fusion Health	0.50%		
Fusion Risk Management	0.50%		
FutureFit AI Corporation	2.00%	https://www.futurefit.ai/	Futurefit Ai uses advanced labor market data and ethical machine learning
G2K Labs, Inc.	2.00%	www.G2klabs.com	Founded over 40 years ago with extensive experience in a wide range of
G7 Security Services, LLC	2.00%	https://www.g7security.com/	G7 Security Services provides realtime AI and Analytic Services that
Gallus Communications LLC dba TASSTA Americas	2.00%	www.galluscomms.com	With Headquarters in Florida and presence in Brazil, Argentina and Spain
Galvanick, Inc.	2.00%	https://www.galvanick.com/	Purpose-built for industrial environments, Galvanick delivers continuous
Garland Technology, LLC	3.00%	https://www.garlandtechnology.com/	Garland Technology is a USA-based manufacturer of Network TAPs,
GCOM Software, LLC.	5.00%	https://www.gcomsoft.com/	GCOM delivers outcome-driven technology solutions to state and local
Gemba Software Solutions dba ProcedureFlow	2.00%	https://procedureflow.com/	A next-generation knowledge base to accelerate employee proficiency from
Genea Energy Partners, Inc.	2.00%	https://www.getgenea.com/	Combine cloud-based prop tech with open, non-proprietary hardware and
Genesys	1.26%		
GenLogs Corporation	2.00%	https://www.genlogs.io/	GenLogs is a freight intelligence company that uses a nationwide network
Genworx, INC	2.00%	www.genworx.ai	Genworx builds and integrates AgenticAI directly into complex
Geofeedia	1.00%		
Geollect	0.50%		
Geonorth	0.50%		
Geosite	0.50%		
GeoSolutions USA Corp.	2.00%		
Geospark Analytics dba Seerist Federal	2.00%	www.seerist.com	Geospark Analytics' (dba Seerist Federal) platform is the only augmented
Geotab, Inc.	2.00%	www.geotab.com	With over one million public sector subscriptions, Geotab is the leader in
German Software dba GermainUX	2.00%	https://germainux.com/	GermainUX delivers Top Rated Insights, Alerts, & Automation Platform to
GetReal Security, LLC	2.00%	getrealsecurity.com	As the world's leading authority on the authentication and verification of
Gigamon	4.00%		
Gigantor Technologies Inc.	0.50%		
Gimmal	3.00%		
GitLab, Inc.	2.00%	https://about.gitlab.com/	GitLab is a single application that covers the entire DevOps lifecycle, a
GiveCard Financial Incorporated	2.00%	www.givecard.com	Cloud-based disbursements solution that offers public agencies and
GL Suite, Inc	2.00%	www.glsolutions.com	GL Solutions provides government regulatory SaaS software hosted in the
Glasswall Solutions Limited	2.00%	www.glasswall.com	A cybersecurity software company specializing in zero-trust file security,
Glean Technologies, Inc.	2.00%	https://www.glean.com/	Glean specializes in enterprise-grade artificial intelligence (AI) and search
Globalscape	3.19%		
Go Evo, Inc.	2.00%	/ww.go-evo.com/work-order-asset-management-s	Go Evo is a leading provider of Municipal Operations software for Cities
GoApron, Inc.	2.00%	www.goapron.com	Modern Aviation Software Solutions. Automate your gate utilization,
Gold Type Business Machines, Inc.	2.00%	www.gtbm.com	Gold Type Business Machines, Inc. (GTBM) is a New Jersey-based
Goldcast, Inc.	2.00%	https://www.goldcast.io/	The Goldcast platform is built for B2B marketers to scale webinar
Golden	0.50%		
Goldfinger Holdings	0.50%		
Gomboc.AI, Inc.	2.00%	www.gomboc.ai	Setting a new precedent for Cloud and Infrastructure security" - Gomboc
GoodMaps, Inc.	0.50%		
Google	1.00%		
Gopher Security, Inc.	2.00%	https://www.gopher.security/	Gopher Security provides cybersecurity solutions focused on securing
GoSecure, Inc.	2.00%	https://www.gosecure.net/	We provide a range of cyber security solutions. GoSecure is an endpoint
Gov Grants	2.00%		
Gov2biz, Inc.	2.00%	https://gov2biz.com	Gov2biz Inc. is a Government Technology Software as a Service
Governmentjobs.com, Inc dba NeoGov	2.00%	https://www.neogov.com/	NEOGOV serves government, public safety, and education customers with
GovInvest, Inc. dba TrueComp	2.00%		
GovWell Technologies, Inc.	2.00%	https://www.govwell.com/	Modern software built for public servants to help them serve communities
Grafbase, Inc.	2.00%	grafbase.com	Compose all your data sources into a unified graph. Move faster without
Graid Technology	2.00%	https://www.graidtech.com/	Protecting high-performance NVMe-based data from the desktop to the
Granicus	2.00%		

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GraphIQ, Inc.	2.00%	https://graphiq.ai/	Business search engine
Gravel Road Data Labs, LLC.	0.50%		
GRAX, Inc.	2.00%		
Gray Matter Analytics, Inc.	2.00%	https://graymatteranalytics.com/	Gray Matter Analytics helps healthcare organizations turn complex data
Gray Wolf Analytics Inc. dba Gray Wolf AI	2.00%	https://graywolfai.com	Gray Wolf Analytics leverages advanced AI-powered tools to provide
GreatNonProfits D.B.A CommunityConnect Labs	2.00%	https://www.communityconnectlabs.com/	CommunityConnect Labs enables nonprofits and government agencies to
Greatpoint HR Inc	2.00%	www.greatpointhr.com	Greatpoint HR is a modern enterprise compensation management platform.
GreenAppy	0.75%		
Greenlight Group	2.99%		
Gremlin, Inc.	2.00%	https://www.gremlin.com/	Gremlin recreates the most common causes of incidents and highlights the
Grey Market Labs, PBC	2.00%	https://greymarketlabs.com/	Secure Environments-as-a-Service" (SEaaS) to protect high-risk digital
Greymatter.io	0.50%		
GreyNoise Intelligence, Inc.	0.50%		
Greystones Consulting Group, dBA Greystones Group	2.00%	www.greystonesgroup.com	Greystones is a certified WOSB headquartered in Washington DC.
Gridless	2.00%		
GRM Information Management Services, Inc.	2.00%	https://www.grmdocumentmanagement.com/	GRM Information Management is a leading provider of document storage,
Groq, Inc.	2.00%		
Groundswell Productivity Solutions, LLC dba ZenCase	2.00%	https://zencase.com/	ZenCase is legal practice management software that offers a
GroundWork	2.00%		
Groupdolists	0.50%		
GTN Human Services, LLC	2.00%	https://globaltruenorth.org/	Global True North is a boutique Public Benefit Corporation specializing in
GTY Technology Holdings, Inc.	2.00%	https://eunasolutions.com/	Euna Solutions specializes in providing purpose-built, cloud-based
Guardare, Inc.	2.00%	https://www.guardare.com/	Guardare integrates with your existing tool stack to create a complete view
Guardian Score, LLC	2.00%	www.guardianscore.com	Guardian Score is the Gold Standard in law enforcement performance
Gurobi Optimization, LLC	2.00%	gurobi.com	The Gurobi Optimizer is the world's fastest and most powerful
Gyrus Systems	2.00%	https://www.gyrus.com	Learning Management Systems provider
H2O.ai, Inc.	0.50%		
H2-PS-SF-FUNCTIONAL-CONSULTANT-ASSOCIATE-1195	2.00%		
Hack The Box Ltd	2.00%	https://www.hackthebox.com	Hack The Box (HTB) is an online platform that immerses cybersecurity
HackEDU, Inc., dba Security Journey	2.00%	https://www.securityjourney.com/	Security Journey is a software platform that provides secure coding training
HackerOne, Inc.	2.00%	https://hackerone.com	In 2012, hackers and security leaders formed HackerOne because of their
Haevek, Inc.	2.00%	www.haevek.com	Haevek is a US-based deep tech software company that develops, delivers,
Halcyon Tech, Inc.	2.00%	https://www.halcyon.ai/	Halcyon is an endpoint resilience solution and the industry's first dedicated,
Hale International Recruitment US, LLC	2.00%	www.haleinternational.com	Hale International are a leading staffing firm that solely specialize in
Harpoon Corp	2.00%	https://harpoon.io	Harpoon was originally created for the U.S. Navy to ensure mission-critical
Harvest Tech Labs BV	2.00%	https://harvesttechlabs.com/	We are specialized in creating tailored solutions for businesses using
HashiCorp	1.20%		
Haul Hub, Inc.	2.00%	http://www.haulhub.com	HaulHub Technologies develops an enterprise-scale platform for state
Haystax	0.75%		
Hazel AI Technologies, Inc.	2.00%	https://www.hazelai.com/	The Hazel Platform is a cloud-based procurement automation tool that
HCL	1.20%		
HCL Technologies Ltd.	2.00%	https://www.hcltech.com/	HCL Software is a division of HCL Technologies (HCL). HCL Software
HCLTech Public Sector Solutions, Inc.	2.00%	https://www.hcltech.com/	Leader in application management services powered by a global team of
HCR Enterprises, LLC	2.00%	www.hcr-enterprises.com	Security, Intellectual Property and Project Technology Services
Headlight Technologies, Inc.	2.00%	www.headlight.com	To deliver infrastructure projects on schedule, efficiently, and with reduced
Health Studio, LLC	2.00%	https://healthstudio.com	Health Studio helps hospitals, researchers, and public agencies connect
HealthReel, Inc.	2.00%	HealthReel.com	HealthReel is a digital health company that uses AI at multiple levels to
Heimdall Data LLC	0.50%		
Hello Lamp Post ltd	2.00%	www.hlp.city	Hello Lamp Post makes any public space interactive. The result is better
Help Scout PBC	2.00%	https://www.helpscout.com/	Founded in 2011, Help Scout provides customer support software designed
Here Enterprise, Inc.	2.00%	https://www.here.io/	Enterprise Browser is a security-hardened, chromium-based browser
Hexagon Geospatial	0.50%		
Hexalytics, Inc.	2.00%	https://www.hexalytics.com/#top	AI Powered Semantic As-A-Service for data
HHS Technology Group, LLC	2.00%	https://hhstechgroup.com/	HHS Tech's Provider Management Solution, Discover your Provider®
HID Global Corporation	2.00%	https://www.hidglobal.com/	ID powers the trusted identities of the world's people, places, and things.
HIPAA Vault	2.00%	https://www.hipaavault.com/	HIPAA Vault assumes the day-to-day management of your infrastructure's
HireBoost LLC	2.00%	www.HireBoost.ai	HireBoost is a Strategic Hiring Intelligence and Training platform designed
Hitachi Vantara	2.00%	https://www.hitachivantara.com/en-us/home.html	Hitachi Vantara provides innovative end-to-end technology solutions that
HiveMQ, Inc.	2.00%	https://www.hivemq.com/	HiveMQ helps companies connect devices to the Internet. We make it
HKA Tech, LLC	2.00%	https://www.hka-tech.com/	HKA Tech has a team of professionals with rich industry experience that
Holonic Technologies, Inc.	0.50%		
Hootsuite, Inc.	2.00%		
Horizon3.ai	0.50%		
HoundDog.ai, Inc.	2.00%	https://hounddog.ai/	HoundDog.ai provides a much-needed lens into PII data handling and third-
HPE	3.00%		
HRTMS, Inc. dba JDXpert	2.00%	jdxpert.com	Job Description Management Software
HS GovTech	2.00%	www.hsgovtech.com	HS GovTech is the leading provider of cloud based permitting, inspection,
HSO	0.50%		
Human Security, Inc.	2.00%	https://www.humansecurity.com/	HUMAN Security is a Bot Mitigation solution (Detection and Protection),
Hunted Labs, Inc.	2.00%	https://huntedlabs.com/	Software security company that leverages AI/ML for automated threat
Hunter Web Services, Inc.	2.00%	https://hunter.io	Hunter provides CRM enrichment and verification services to improve
Hupside Corporation	2.00%	https://www.hupside.com/	Hupside provides a SaaS platform that helps organizations measure and
Huron Consulting Services, LLC	2.00%	https://www.huronconsultinggroup.com/	Management consulting firm offering services to the commercial, public
HYAS Infosec, Inc.	2.00%	https://www.hyas.com/	HYAS is a world-leading authority on cyber adversary infrastructure and
Hycu, Inc.	2.00%	www.hycu.com	HYCU was designed to make moving, protecting, and recovering data in

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Hyper Labs, Inc. dba Hyperscience	2.00%	www.hyperscience.ai	Hyperscience Hypercell is a fully integrated AI platform that transforms
HyperOffice	4.54%		
Hyperproof, Inc.	2.00%	https://hyperproof.io/	Hyperproof is a compliance management platform that helps businesses
HyperYou, Inc.	2.00%	https://callhyper.com	Hyper is helping public safety and law enforcement agencies discover the
Hypori, Inc.	2.00%	https://www.hypori.com/	Hypori Halo delivers zero-trust access to enterprise apps and data via a
HyTrust	2.99%		
Ibl Education	2.00%	https://ibl.ai/	Democratizing generative AI for teaching and learning. Our AI platform
IBM	1.00%		
iBoss	0.50%		
iBwave Solutions Inc.	2.00%	https://www.ibwave.com/	iBwave, the global in-building standard, serves over 1,000 leading
Icaros, Inc.	0.50%		
Icertis, Inc.	2.00%		
ICEYE North America, Inc.	2.00%	https://www.iceye.com/en-us/	Owning the world's largest synthetic aperture radar (SAR) satellite
ID Dataweb, Inc.	2.00%	https://www.iddataweb.com/	ID Dataweb provides real-time identity verification and risk assessment
Idalto Inc. dba Bryq	2.00%	www.bryq.com	Bryq is a Talent Intelligence Software as a Service Platform, used by
IDB dba IPInfo	2.00%	https://ipinfo.io/	IP address data provider
Ideagen, Inc.	2.00%	https://www.ideagen.com/	Ideagen is the future of regulatory and compliance software across the
iDen2 Inc.	2.00%	https://www.iden2.com/	iDen2 Trust Network provides digital identity verification and issuance
Identification International, Inc.	2.00%	www.idintl.com	dentification International Inc. develops advanced biometric livescan
Identity Automation	2.00%		
Identity Works LLC, dba Instrumental Identity	2.00%	www.instrumentalidentity.com	Company Description Instrumental Identity has worked with many
iDox.ai Corp	2.00%	idox.ai	iDox.ai was founded to provide clients with the most robust data protection
IGEL Technology Corporation	2.00%	https://www.igel.com/	IGEL is a technology company specializing in endpoint management and
Ignyte Group, Inc.	2.00%	https://ignytegroup.com/	Ignyte has a few different solutions that they've developed for the State and
IKANOW	3.69%		
ikeGPS	0.75%		
ILA Corporation DBA VM2020 Solutions	0.50%		
iLAB, LLC.	2.00%	https://www.ilabquality.com/	With 25 years of independent Software Quality Assurance (SQA) and
Illume	3.68%		
Illumio, Inc.	2.00%	https://www.illumio.com	Zero Trust Segmentation: assume breach. Minimize impact. Increase
Image Access Corporation	2.00%		
Imagine Learning LLC	2.00%	http://www.imaginelearning.com/	Imagine Learning creates K–12 education products and services designed
Imagine Solutions DBA Encapture	2.00%		
Immersive Labs Corporation	2.00%	http://www.immersivelabs.com/	Immersive Labs offers a cybersecurity skills development platform that
Imperva	2.00%		
IMPETUS ADVANCED FINITE ELEMENT ANALYSES AS	2.00%	www.impetus.no	IMPETUS is a Norwegian-Swedish scale-up company founded in 2006.
Imprivata, Inc.	2.00%	http://www.imprivata.com	For over 20 years, we've been redefining how life- and mission-critical
Incode Technologies	1.00%	https://incode.com/	Incode operates as a digital identity company that builds biometric identity
Incorta, Inc.	2.00%	www.incorta.com	Only Incorta delivers live, detailed, analysis-ready data from multiple
Indago Technologies, Inc.	2.00%	www.indagotech.com	The game changing SaaS platform designed to revolutionze the way
Indigov Corporation	2.00%	Indigov.com	Indigov is a constituent relations management and correspondence platform
IndirectTek LLC	2.00%	https://www.indirecttek.com	IndirectTek LLC delivers Elixium, an AI-native agile platform by default is
Industrial Defender	0.50%		
Infax, Inc.	2.00%	https://infax.com/	Infax provides Flight Information Display Systems (FIDS) software and
Infinera	0.50%		
Infinite Ranges, Inc.	2.00%	https://www.infiniteranges.com/home	Infinite Ranges is a minority- and woman-owned technology services firm
InfiniteTactics, LLC	2.00%	infinitetactics.com	InfiniteTactics is a trusted provider of secure High-Performance
Info Bastion, LLC	2.00%	https://www.infobastion.com/	Info Bastion provides advanced data management solutions through its
Info Security Corp (ISC)	6.26%		
Infobase Publishers, Inc.	2.00%	https://www.dacis.com/	InfoBase Publishers, Inc. has long been as much name as commitment. Our
Infoblox	3.00%		
Informatica, Inc.	2.00%	http://www.informatica.com	Informatica (NYSE:INFA) brings data to life by empowering businesses to
Infosectoolkit, Inc. dba Compyl	2.00%	https://compyl.com/	Compyl is a modern Governance, Risk, and Compliance (GRC) platform
Infotek Solutions Inc. dba Security Compass	2.00%	www.securitycompass.com	Security Compass is a trusted leader in empowering organizations to
Infotopics AfT B.V	2.00%	https://appsfortableau.infotopics.com/	At Apps for Tableau, our mission is clear: revolutionize Tableau through
Inframappa	0.50%		
Ingentis, Inc.	2.00%	https://www.ingentis.com/	For more than 25 years, Ingentis has been specializing in the development
Inkit, Inc.	2.00%	www.inkit.com	Generate, Encrypt, Distribute Documents in Total Privacy. Decisively
INKY	1.00%		
Inneractiv, Inc.	2.00%	https://www.inneractiv.com/	Inneractiv provides endpoint security software focused on insider risk, AI
Innive Inc.	0.50%		
Innodata, Inc.	2.00%	www.innodata.com	Innodata (NASDAQ: INOD) is a global leader in AI data solutions,
Innovaite LLC, d.b.a. 2Trust.AI	2.00%	www.2trust.ai	2Trust.AI helps enterprises move from AI experimentation to real, scalable
Innovative Emergency Management (IEM)	2.00%	www.iem.com	The largest woman- and minority-owned business of its kind, IEM was
InQuisient	4.54%		
Insane Cyber, Inc.	2.00%	www.insanecyber.com	Insane Cyber delivers advanced cybersecurity solutions for IT and OT
InSite LLC	2.00%	https://www.insiteintelligence.com/	InSite is a leading solution partner for the built environment, extracting
Insitu Software, Inc.	2.00%	https://www.insitusoftware.com/	iTools for Salesforce CRM is a diverse set of powerful productivity,
InSource	0.50%		
Inspira Enterprise, Inc.	2.00%	https://inspiraenterprise.com/	Inspira Enterprise, headquartered in Westlake, Texas, is a trusted leader in
Instabase, Inc.	2.00%	https://instabase.com/	Document processing software
Instructure, Inc.	2.00%	https://www.instructure.com/about	Instructure is an American educational technology company that develops
Insystech	0.50%		
Intact Partners, Inc.	0.50%		
Integrate Space Corporation	2.00%	www.integrate.co	Integrate provides defense and intelligence program management software

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
INTEGRATE.IO, Inc. dba DreamFactory Software	2.00%	www.dreamfactory.com	DreamFactory Software is an open-core on-prem API Generation platform
Integrated Transportation Information Solutions, Corp dba IT IS (	2.00%	https://itis-corp.com/	Integrated Transportation Information Solutions (ITIS) Corporation is a
IntelHawk	2.00%	IntelHawk.AI	OSINT tool for cyber and social media investigations
Intellective	0.50%		
Intellicheck, Inc.	2.00%	Intellicheck.com	The only identity verification service that uses a unique analysis of DMV-
Intelligent Automation, LLC dba BlueHalo Labs	2.00%	https://bluehalo.com/	BlueHalo is purpose-built company which provides industry-leading
Interact Intranet, Inc.	2.00%	https://www.interactsoftware.com/	Interact is a cloud-based intranet and digital workplace platform that helps
Interactive Data, LLC	0.50%		
Intercede Limited	2.00%	https://authlogics.com/	MyID PSM software enables customers still using passwords to ensure
Intercede Limited, part of Intercede Group	2.00%	https://www.intercede.com/	Intercede specializes in identity and credential management, providing
Intergral	3.69%		
Intermap Technologies	0.01%		
International Data Base Corp.	2.00%	www.sovra.com	We are a e-procurement platform servicing over 7000 municipalities
Interneer, Inc. dba Intellect	2.00%	https://intellect.com/	Intellect is an AI-powered platform offering Quality Management System
Interpersonal Frequency, LLC	2.00%	https://www.ifsight.com/	Data-driven services and solutions successfully shorten the digital distance
InTerra, Inc.	2.00%	https://interra5d.com/	The InTerra SmarTarget® system is a new concept for surveyors using
Interset	2.00%		
InterWorks, Inc.	2.00%		
Intrado Life & Safety, Inc.	2.00%	www.intrado.com	Intrado Life & Safety provides mission-critical emergency communications
IntraEdge, Inc.	2.00%	https://truyo.com/	We are a team driven by the mission of making AI governance and data
Intrusion Inc.	2.00%	https://www.intrusion.com	Intrusion is a cybersecurity company that offers customers access to their
Invicta Solutions Group, LLC	2.00%	https://www.invictasolutionsgroup.com/	They are a veteran-owned cybersecurity and cloud consulting firm
Invicti Security Corporation	2.00%	https://www.invicti.com/	Invicti is a cybersecurity software vendor and global AppSec company that
Invictus Apps DBA Prepared 911	2.00%		
Invincea	0.00%		
Invisible Technologies, Inc.	2.00%	https://www.invisible.co/	Invisible Technologies is a next-gen AI company combining elite human
ioMoVo Corp.	2.00%	https://www.iomovo.io/	ioMoVo is an AI powered digital asset platform which simplifies the digital
iOra	1.04%		
Iothic, Inc.	2.00%	www.iothic.io	Iothic is cybersecurity for the 21st century, preventing ever-evolving cyber
IPC Global Services	2.00%		
i-PRO Americas Inc.	2.00%	https://i-pro.com/	i-PRO Americas Inc. is a global leading manufacturer in professional
IRIS Audio Technologies	2.00%	http://iris.audio/	IRIS is the leader in AI based audio solutions that empower industries
Iris Tech Inc.	2.00%	www.irisintelgroup.com	IRIS is designed to revolutionize how requests are submitted, processed,
Iron Mountain Information Management, LLC	2.00%	https://www.ironmountain.com/	Iron Mountain stores and protects billions of valued assets, including
IronKey by Imation	5.22%		
IronNet	2.00%		
ISARA Corporation	2.00%	isara.com	Qunatum Computing Security Solutions
ISI Solutions, Inc dba sFiles	2.00%	https://www.sfiles.io/	sFiles is a registered Salesforce AppExchange partner. Our team has been
Island Technology, Inc.	2.00%	www.island.io	Island. The One Thing That Changes Everything. The web browser is the
Issured Ltd	2.00%	www.mea-integrity.com	Issured designs and delivers the Mea Digital Evidence Integrity software
Itential, Inc.	2.00%	https://www.itential.com/	Itential is a software company that can automate and orchestrate network
Itopia, Inc.	2.00%	https://itopia.com/	The future of work and learning is in the browser.
Ivanti	0.50%		
iVerify, Inc.	2.00%	https://iverify.io/	Easy to deploy, privacy-respecting mobile threat protection for enterprises
IVIX Tech, Inc.	2.00%	www.ivix.ai	IVIX's innovative platform helps government authorities in the U.S.,
IX LAYER, Inc.	0.50%		
JackBe	2.58%		
Jacobs Technology Inc.	2.00%	www.jacobs.com	Jacobs is a technical and professional services firm providing an array of
Jama Software	3.03%		
Jane's Group Americas, LLC	2.00%	www.janes.com	Janes trusted defence, security, and geopolitical information, delivered
Janya	0.31%		
JCN Partners, Inc. dba Everblue	2.00%	https://everbluetraining.com	Everblue is a multifaceted company that specializes in professional
JDI Ventures Inc. DBA Peak Performance Solutions	2.00%	https://www.peakps.com/	A specialized software and training vendor serving law enforcement and
Jericho Security Inc.	2.00%	www.jerichosecurity.com	Jericho Security delivers human-centric cybersecurity training using
Jetdocs Inc.	2.00%	jetdocs.io	Streamline your workflows, approvals and ticketing processes with
JetStream Security Inc	2.00%	https://www.jetstream.inc/	JetStream Security provides cybersecurity solutions focused on securing
JFrog, Inc.	2.00%	https://jfrog.com/	JFrog is a software company that provides a comprehensive platform for
Jive	2.42%		
Joinesty Inc., DBA Nullafi	2.00%	Nullafi.com	Nullafi is a data security software company that focuses on granular data
Jotform, Inc.	2.00%	www.jotform.com	Jotform Enterprise is a comprehensive data collection and form-building
Jotto, Inc.	2.00%	https://jotto.me/	Jotto is a platform that enables users to create and share surveys
JSMPros, Inc.	2.00%	https://www.jsmpros.com/	JSMPROS offers PeopleTools development training in recorded, live
JTC Technologies, LLC, dba as Learning Stream	2.00%	https://www.learningstream.com/	Learning Stream is an online registration software solution designed to
Judy Security	2.00%	https://www.judysecurity.ai/	Judy Security is a U.S.-based cybersecurity company delivering an all-in-
Juniper Networks, Inc.	0.50%		
KA Imaging, Inc.	2.00%	https://kaimaging.com/	KA Imaging is an innovative X-ray technology company delivering
Kagool, Inc.	2.00%	https://www.kagool.com/	Kagool is a dedicated team of skilled consultants who excel in speaking the
Kahoot! AS	2.00%	https://kahoot.com/	Kahoot! is a game-based SaaS learning and engagement platform for
Kahua	2.00%	https://www.kahua.com/	Kahua helps you manage processes, documents and cost on your
Kajeet, Inc.	2.00%		
Kapow Software	2.99%		
Karsun Solutions, LLC	2.00%	https://goredux.ai/	ReDuX is a product of Karsun Solutions, an IT consulting firm with 15+
Kaseware, Inc.	2.00%	https://www.kaseware.com/	Kaseware is a premiere investigative case management platform. It easily
Kaseya US, LLC	2.00%	https://www.kaseya.com/	Kaseya provides AI-powered cybersecurity and IT management software.
Keene Village Plastics	2.00%	villageplastics.com	Manufacturer of 3D printing filament and plastic welding rod

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Keeper Security	10.00%		
Kelyn Technologies, LLC	3.00%	http://www.kelyntech.com/	KELYN Technologies delivers trusted data backup and recovery solutions
Kemisoft Group Ltd.	2.00%	https://kemisoft.com/	Kemisoft is a trusted provider of Salesforce consulting and digital
Keralia	0.50%		
Keyavi Data Corp	0.50%		
Keyspider Corp.	2.00%	https://keyspider.io/	KeySpider is an intelligent search engine that connects rich, varied, and
Keytos Security, Inc.	2.00%	https://www.keytos.io/	Keytos provides government grade, cloud native identity security by
Keywell, LLC	2.00%	https://www.keywell.ai/	Keywell.ai builds HIPAA-compliant AI and analytics infrastructure for
Kimley Horn and Associates, Inc.	2.00%	https://www.kimley-horn.com/solutions/	Traffic and mobility management software solutions for municipal public
Kinectify Technologies, Inc.	2.00%	https://www.kinectify.com/	Kinectify is an AML risk management technology company. Our modern
Kinetic Data, Inc.	2.00%	https://kineticdata.com/	Kinetic Data helps enterprises and government agencies orchestrate work
Kinney Group, Inc.	2.00%	https://kinneygroup.com/	Kinney Group is a development, professional services, and managed
Kion	2.00%		
KIRO Group	2.00%	www.kirogroup.io	KIRO Group provides Security, Technology,
KiwiChat, Inc.	2.00%	KiwiChat.com	AI based software applications for corrections
Klaunch, LLC.	2.00%	www.klaunch.io	KLaunch exists to advance human interaction. Software company, we
Kleo, Inc. dba ClassWallet	2.00%	https://classwallet.com/	ClassWallet is a leading financial technology company driving impact for
KLoBot, Inc.	2.00%	wwww.netdocshare.com	KLoBot, Inc is a software company that provides organizations with
KnowBe4, Inc.	2.00%	www.knowbe4.com	KnowBe4 is a platform for security awareness training and simulated
Knowledge Broker	2.00%		
Knowledge Key Assoc, DBA Training Camp	2.00%	https://trainingcamp.com/	Training Camp offers a variety of intensive IT training and certification
KnowledgeLake	2.00%	www.knowledgelake.com	The KnowledgeLake ECM Platform is an efficient cloud-based solution for
Knowmadics	5.00%		
Knox Systems, Inc.	2.00%	www.knoxsystems.com	We help SaaS companies sell to the U.S government by hosting their apps
Koat.ai Incorporated	2.00%	www.koat.ai	Koat is an AI-driven intelligence platform designed to equip leaders in
Kodak Alaris, Inc.	2.00%	www.alarisworld.com	Kodak Alaris is a global technology company that's delivering future value
Kodify LLC dba ZLS.app	2.00%	zls.app	Kodify LLC is the creator of ZLS.app, a case management system for
Kokomo Solutions, Inc. dba Kokomo24/7	2.00%	https://www.kokomo247.com/	Kokomo is a health and safety software platform, giving organizations and
Kore.ai, Inc.	2.00%	https://kore.ai/	Kore.ai strives to achieve this with its unsurpassed innovation in Natural
Koshee Security, LLC	2.00%	https://koshee.ai/	We are a machine learning platform that enables systematic video
Kove Corporation	0.75%		
Kovr.AI Corp	2.00%	https://kovr.ai/	Kovr.ai reinvents cyber compliance automation with the only AI-native
KPMG, LLP	2.00%	http://www.kpmg.com/	Provides audit, tax, and advisory services that help organizations manage
Kriptos, Inc.	2.00%	https://www.kriptos.io/	AI-driven platform that discovers and classifies all government
Kroll Ontrack	7.47%		
Kurt Lennartsson Consulting, LLC	2.00%	https://cipherdriveone.com/	KLC Group provides software-security solutions, Data-At-Rest (DAR)
Kusari, Inc	2.00%	https://kusari.dev	Kusari delivers transparency and intelligence about your software. See all
KX Systems, Inc.	2.00%	https://kx.com/	KX Systems is a global leader in high-performance real-time data analytics.
Kyndi, Inc.	2.00%	https://www.kyndi.com	Kyndi's patented Natural Language Search can find information in
Kyndryl Federal, LLC	2.00%	https://www.kyndryl.com/us/en	As a focused, independent company, we're building on our foundation of
Kyriba	0.50%		
Lastwall Corp.	2.00%	www.lastwall.com	Lastwall is a leader in identity security and quantum resilience, trusted by
Launch Mobility, Inc.	2.00%	www.launchmobility.com	Launch Mobility offers the industry's most complete set of solutions to
LaunchPad Careers Inc.	0.01%		
LawAccounting LLC	2.00%	https://lawaccounting.com/	LawAccounting LLC is a Delaware-registered legal technology company
LawAccounting, LLC	2.00%		
Lazarus Enterprises, Inc.	2.00%	https://www.lazarusai.com/	Lazarus AI builds artificial intelligence models that rapidly extract, analyze,
Leadership Connect	0.50%		
LeadsOnline, LLC	2.00%	https://leadsonline.com/	Provider of investigative technology. Provides services such as, finding
Leaning Technologies Limited	2.00%	https://leaningtech.com	Leaning Technologies provides HTML5/WebAssembly solutions for the
Leankor Inc.	2.00%	https://www.leankor.com/	Leankor generates revenue faster by offering a solution that provides better
Leaptree Limited	0.50%		
LeaseAccelerator Services, LLC	2.00%	https://insightsoftware.com/	the most comprehensive provider of solutions for finance, accounting, and
Lecticon, Inc.	2.00%	https://www.lecticon.com/	Lecticon delivers scalable online training solutions for driving, safety,
Legendary Supply Chain, Inc.	2.00%	https://legendarysupplychain.com/	Supply Chain Software for purchasing, warehouse and inventory
LeGuard, Inc.	0.50%		
LEIDIT LLC	0.50%		
LEO Technologies, LLC	2.00%	https://www.leotechclothing.com/	LeoTech, founded by former law enforcement officers, developed the
LeoSight, Inc.	2.00%	www.liveearth.com	Live Earth's real-time data visualization technology leads the industry in
Lepide USA Inc.	2.00%	https://www.lepide.com/	Lepide, founded in 2005 and headquartered in Austin, Texas, offers
LetzChat, Inc.	2.00%	letzchat.com	LetzChat provides secure, AI-powered multilingual communication for
Level Access, Inc.	2.00%	https://www.levelaccess.com/	Level Access equips software vendors with tools and expert services to
LexisNexis Risk Solutions	2.00%		
Lexset.ai, Inc.	2.00%	www.lexset.ai	Founded by generative design, AI, and data experts, Lexset creates world
Lexyl Travel Technologies, LLC dba Eventsquid	2.00%	https://www.eventsquid.com/	Event registration software platform.
LGND AI, Inc.	2.00%	https://lgnd.ai	LGND AI harnesses geospatial embeddings and Earth observation models
Libera, Inc.	2.00%	www.libera.com	Libera empowers government agencies with innovative, cloud-based case
Liferay	1.00%		
Lightsense	0.50%		
Lilt, Inc.	2.00%	http://lilt.com	Advanced AI language translation software solutions for public sector and
Liminal AI, Inc.	2.00%	https://www.liminal.ai/	Liminal is a workflow platform designed to enable enterprises to interact
Line 45, LLC	2.00%	https://www.line-45.com/	Software company focused in Geospatial (GIS) mapping and software
LinkedIn	2.00%		
Linksys USA, Inc.	2.00%	https://www.linksys.com/	Linksys is an American brand of data networking hardware products such
Liquidware Labs	2.00%		

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Litify Inc.	2.00%		
Little Arms Stuidos, Inc.	2.00%	https://zephyr-sim.com/	Software Development Studio that specializes in accurate simulation
Live Cyber LLC dba Cloud Range Cyber	2.00%	https://www.cloudrangecyber.com/	Cloud Range, the world's leading cyber range-as-a-service, measurably
LiveAction	0.50%		
LiveLink Aerospace Limited	2.00%	www.livelinkaerospace.com	LiveLink Aerospace specializes in CUAS, air defense, sensor fusion, and
Livestream Learning Studio, LLC.	2.00%	https://livestreamlearningstudio.com/	Livestream Learning Studio provides educators with a virtual learning
LiveView Technologies, Inc.	2.00%	https://www.lvt.com/	LVT provides rapidly-deployable surveillance hardware that runs on our
LNB Solutions Inc.	3.00%	https://lnbsolutions.com/	Our training curriculum is focused on delivering training excellence in the
Localist	0.50%		
Locality Media Inc. dba First Due	0.50%		
Lockdown Experts, LLC	2.00%	www.lockdownexperts.com	The Lockdown Experts solution delivers continuous situational awareness
LogicMonitor, Inc.	2.00%	https://www.logicmonitor.com/	Unified observability. Effortless onboarding. LogicMonitor is the leading
Logitech	2.00%	https://www.logitech.com/en-us	Discover the innovative world of Logitech and shop everything MX,
Longeye	2.00%	https://www.longeye.com/	Longeye is an AI-powered investigative tool that pinpoints key intelligence
Looker	0.50%		
Lookout Inc.	8.00%		
LOUISIANA RADIO COMMUNICATIONS, LLC	2.00%	https://www.lrcwireless.com/	Built on a 75-Year Reputation for excellence, LRC Wireless is a trusted
Lovelytics, LLC	2.00%	https://lovelytics.com/	Lovelytics is a data and analytics consultancy. We partner with people,
LowV Systems, Inc.	2.00%	https://www.lowvsystems.com/	LowV Systems offers cost-effective solutions for Technology Integration,
LRB Group, LLC	2.00%	https://lrbgroup.net/	LRB Group, founded in 2018 in Raleigh, NC, serves over 100 global
Lucid Software, Inc.	2.00%	https://lucid.co/	Lucidchart is the intelligent diagramming application that brings teams
Lucidworks	3.20%		
Lumana Inc	2.00%	www.lumana.ai	Lumana is an intuitive AI video system that provides real-time alerts,
LumApps, Inc.	2.00%	www.lumapps.com	LumApps is the only employee experience platform that enables an
Luminare, Inc.	2.00%	https://www.luminare.io/	LUMINARE solves public health workflow problems for governmental
Lumu Technologies	2.00%	https://lumu.io/	Lumu has built a closed-loop, self-learning solution that allows users to
Lunar Defense, LLC	2.00%	www.lunardefense.co	Lunar Defense is an AI-native, fully offline, fully on-device iOS Endpoint
Lydonia Technologies, LLC	2.00%	https://lydonia.ai/	Lydonia provides AI solutions designed to increase revenue, lower cost,
Lynk Technology Holdings, Inc.	2.00%	www.letslynk.ai	Cloud-based technology company providing AI-driven digital workplace
Lyssn.io, Inc.	2.00%	https://www.lyssn.io/about-us/	Lyssn was created to offer a cost-effective, AI-powered assessment
M2Mobi	1.00%	https://www.m2mobi.com/en	M2mobi is a mobile first agency. We design and engineer best-in-class
M3 Planning, Inc. dba Madison AI	2.00%	www.madisonai.com	We build AI assistants/LLMs for government leaders to save 5 hours a
Magic School, Inc dba MagicSchool	2.00%	https://www.magicschool.ai/	MagicSchool is a Denver-based edtech company founded in 2023, offering
Magnet Forensics	0.50%		
Magnus Diagnostics Laboratories	2.00%	https//www.magnusdiagnosticslabs.com	Multi-disciplinary high complexity medical laboratory
MailGate, LLC	2.00%	www.mailgatesc.com	MailGate LLC is a security software focused business, whose flagship
MaintainX, Inc.	5.00%	https://www.getmaintainx.com/	MaintainX is leading the digital revolution in maintenance and operations,
Malwarebytes Inc.	2.00%	https://www.malwarebytes.com/	Malwarebytes is at home in the home, on-the-go, and in the corporate
Manage Mobility	27.00%		
ManageEngine	2.00%	https://www.manageengine.com/	Manage Engine offers a broad suite of products and tools to manage and
Management Controls, Inc.	2.00%	https://managementcontrols.com/	Management Controls is a software company solving the problem of
ManageYOURiD, Inc.	2.00%	www.manageyourid.com	ManageYOURiD is a software development and analytics company with
Mandiant, Inc.	0.50%		
Mango Technologies, Inc. DBA ClickUp	2.00%	clickup.com	At ClickUp, our mission is to make the world more productive. To do this,
MangoApps, Inc.	2.00%	https://www.mangoapps.com/	MangoApps is an all-in-one employee app. It provides all the tools
MangoBoost, Inc.	2.00%	www.mangoboost.io	MangoBoost is a leader in high-performance data center acceleration,
Manhattan Software	2.75%		
ManpowerGroup Public Sector, Inc. dba Experis	2.00%	https://www.experis.com/	Experis, a division of ManpowerGroup, is a global IT services leader
MapBox	1.50%		
Marathon Reprographics, Inc.	2.00%	www.mysmartplans.com	MySmartPlans is a construction project management software designed to
Mark43, Inc.	2.00%	https://mark43.com/	Mark43 builds the world's most powerful public safety CAD, RMS,
Maryville Consulting Group, Inc.	2.00%	https://maryville.com.	Maryville Consulting Group is a management and technology consulting
Mastercard International Incorporated	2.00%	https://www.mastercard.com/us/en.html	Mastercard Identity securely and seamlessly connects people with
Material Security	0.50%		
Mathematica	2.00%	https://www.mathematica.org/	At Mathematica, we use data, analytics, and technology to address pressing
Matillion ltd	2.00%	https://www.matillion.com/	Matillion is a cloud-native data integration platform. It follows the ELT
Mattermost	0.50%		
Maverick Quantum, Inc.	2.00%	https://mavq.com/home	A comprehensive suite of research management applications that are quick
Maximus US Services, Inc.	2.00%	http://www.maximus.com/	Maximus is a government services and technology company that provides
McAfee	3.50%		
Medallia, Inc.	4.28%	https://www.medallia.com/	Medallia's software platform provides keen insights to improve customer
Medefy Health, Inc.	2.00%	https://www.medefy.com/	The Medefy Service aims to bring the entire healthcare experience into one
Medex Forensics	2.00%	www.medexforensics.com	At Medex Forensics, we develop and deploy novel technology to identify
Mediatech, Inc.	2.00%	https://www.gomediatech.com/index.html	AV Integration Services
MediVista Media d.b.a. Everwell	2.00%	https://everwell.com/	Everwell provides health care facilities with dynamic content and
Megaport, Inc.	2.00%		
Melimu LLC dba MapleLMS	2.00%	https://www.maplelms.com/	MapleLMS is an AI-powered cloud-based Learning Management System
Melissa Data Corporation	2.00%	Melissa.com	For 40 years, Melissa has pioneered solutions that turn flawed data into
Menlo Security, Inc.	2.00%	www.menlosecurity.com	As a group of unrelenting cybersecurity experts, we pioneered an entirely
Merative US L.P.	2.00%	https://www.merative.com/curam	Merative is a healthcare and social services technology company (formerly
Mercurio Analytics, Inc.	2.00%	https://mercurio.ai	Mercurio Analytics offers Mercurio D4, a flexible SaaS platform for state
Merkle Science Americas, Inc.	2.00%	www.merklescience.com	
MeshNet, Inc. dba Suitable	2.00%		
Metazoa	0.50%	https://www.metazoa.com/	Metazoa's powerful suite of tools enables Salesforce Administrators to
Meter, Inc.	2.00%	Meter.com	Meter provides enterprise wireless network infrastructure as a subscription.

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Method Security, Inc.	2.00%	www.method.security	Method Security provides an autonomous security posture management
Metrc, LLC	0.50%		
Metrolink Networks, LLC DBA Cloudforce	2.00%	gocloudforce.com	IT/Microsoft cloud consulting company
MF Genius Corp., dba CampusIQ	2.00%	https://campusiq.com	A space intelligence platform that helps colleges optimize campus
Microsoft	1.00%		
Microstreams.io LLC	2.00%	microstreams.io	Microstreams provides large scale open source intelligence (OSINT) data
Micro-Tel, LLC dba Microcall	2.00%	https://microcall.com/	Microcall simplifies your organization's complex voice data, delivering
MIDL Technology, Inc.	2.00%	www.gomidl.com	MIDL constantly searches your camera streams in real-time and pulls out
Millsapps, Ballinger & Associates	2.00%		
Mimecast North America, Inc.	0.50%		
Mimic Networks, Inc.	2.00%	https://mimic.com/	Mimic provides a ransomware defense platform that deflects ransomware
mimik Technology, Inc.	2.00%	https://mimik.com/	Mimik is a software company operationalizing agentix-native solutions and
Mind Security, Inc.	2.00%	https://mind.io/	Next Gen DLP. MIND puts data loss prevention and insider risk
Mindbase, LLC	2.00%	https://getmindbase.com/	Mindbase is the first and only solution of its kind, integrating with real-time
Mindex Technologies, Inc.	2.00%	https://www.mindex.com/	Mindex is a software and cloud services company that builds student
MindsDB, Inc.	2.00%	www.mindsdb.com	MindsDB provides enterprise AI software that helps organizations
MinIO, Inc.	2.00%	https://min.io/	MinIO is a high-performance, S3 compatible object store. It is built for
Mission Transcend, Inc.	2.00%	https://missiontranscend.ai/	Transcend is the AI platform designed for government teams operating in
MissionRT, LLC	2.00%	https://www.missionrt.com	MissionRT delivers Mission-Ready Technologies on Day 1 to our
Mistogo Inc. dba Hexnode	2.00%	https://www.hexnode.com/	Hexnode UEM is a cloud-based unified endpoint management solution that
MixMode, Inc.	2.00%	https://mixmode.ai/	MixMode is the leader in delivering generative AI cybersecurity solutions
mLogica, LLC	2.00%	www.mLogica.com	mLogica is a premier Modernization and Big Data Analytics System
MLTwist, Inc.	2.00%	https://mltwist.com/	AI Data Pipeslines and Labeling
MobiChord	0.50%		
MobileMind Technologies	0.50%		
MobilePD	1.02%		
ModelOp	0.50%		
Modern Campus USA, Inc.	2.00%	https://moderncampus.com/	Modern Campus provides software platforms that help colleges and
Modern Treasury Corp	2.00%	https://www.moderntreasury.com/	Modern Treasury is a software company that helps organizations move,
Modria	1.26%		
Modzy	0.50%		
Momentum Telecom, Inc.	2.00%	https://gomomentum.com/	Momentum is a global communications leader transforming how
Mon Ami, Inc.	2.00%	https://www.monami.io/	Specializes in software solutions for aging and disability service providers.
Monetate, Inc.	2.00%	https://monetate.com/	Monetate is a global experience optimization technology company that
MongoDB	2.00%		
Mosse Security	0.50%		
MotionDSP	2.99%		
Motive Technologies, Inc.	2.00%	www.gomotive.com	Motive is an industry-leading Fleet Management Technology service that
Moveworks, Inc.	2.00%	https://www.moveworks.com/	Moveworks is a conversational AI platform that solves issues and prevents
Mploi.AI, Inc.	2.00%	https://www.mploi.ai/	MPLOI.AI provides a no-code AI automation platform that enables
mPower Innovations	2.00%		
MST Solutions LLC d/b/a Mastek	2.00%	https://www.mastek.com/	Mastek provides digital and cloud transformation services to help clients
Muck Rack, LLC	2.00%	muckrack.com	Muck Rack is a Public Relations Management (PRM) platform that
Multi-Dimensional Education, Inc.	2.00%	www.MDedInc.com	Full service evaluation & tech company
Multitude Insights, Inc.	2.00%	www.multitudeinsights.com	Multitude Insights is a law enforcement technology company that sells data-
MURAL	2.00%		
MURF, Inc.	2.00%	https://murf.ai/	Murf AI is an online text-to-speech platform that provides a diverse
Mutare, Inc.	2.00%	www.mutare.com	To be the recognized leader in voice threat defense for the enterprise.
mxHero	0.50%		
MyCISO Pty Ltd.	2.00%	www.myciso.co	MyCISO helps simplify security, manage risk and build resilience
Myota, Inc dba Myota.io	2.00%	www.myota.io	cyberstorage software
MySQL	23.82%		
Nally Ventures	0.50%		
NaphCare, Inc.	0.50%		
Nasuni Corporation	2.00%	www.nasuni.com	Nasuni enables organizations to store, protect, synchronize, and collaborate
Natsoft Corporation	2.00%	www.natsoft.us	Having been in existence for over 17 years, working with over 400 clients,
Navisource Inc.	2.00%	https://www.spendwell.ai	Spendwell.AI, a SaaS provider, offers an AI-driven procurement and spend
NCS Analytics, Inc.	2.00%	https://www.ncsanalytics.com/	NCS provides governments and financial institutions with actionable intel
NCS Technologies	8.16%		
NCTech, Inc.	2.00%	https://nctechimaging.com/	NCTech is a provider of street-level 360 Imagery, LiDAR and data
Nday Security, Inc.	2.00%	ndaysecurity.com	NDAY Security, drawing inspiration from military deployment readiness,
Nearmap	0.50%		
Nelysis, Inc.	2.00%	https://nelysis.com/	Building Management System IoT Cyber Physical Security Platform
Nerdio, Inc.	2.00%	www.getnerdio.com	Nerdio Manager for Enterprise is a comprehensive IT management
Net Health Systems, Inc.	2.00%	https://www.nethealth.com/	Net Health provides specialized healthcare software, such as EHR systems
NetApp, Inc.	2.00%	netapp.com	NetApp is a leading provider of cloud-led, data-centric software solutions,
Netbuilder, Inc.	2.00%	https://www.netbuilder.com/	NETbuilder is a leading provider of specialist software, consulting, and
NetCentric Technologies, Inc. dba Allyant	2.00%	https://allyant.com/	We are the world's premier, most comprehensive Accessibility Solutions
NetClean Technologies AB	2.00%	https://www.netclean.com/	NetClean develops software solutions aimed at detecting and blocking child
Netcraft Limited	2.00%	netcraft.com	Netcraft is an Internet services company which provides Internet data
NetDocuments Software, Inc.	2.00%	www.netdocuments.com	NetDocuments provides a cloud-first, cloud-only FedRAMP Authorized
Netenrich, Inc.	2.00%	https://netenrich.com/	Netenrich boosts the effectiveness of organizations' security and digital
Netflow Logic Corporation	2.00%	https://www.netflowlogic.com/	NetFlow Logic (founded 2011) provides network security and performance
Netfoundry	0.50%		
NetImpact Strategies, Inc.	2.00%	https://netimpactstrategies.com/	The NextGen Digital Transformation Solution Leader Disrupting How

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Netography, Inc.	0.50%		
Netra Labs, LLC	2.00%	www.netralabs.ai	Develops AI based PDF Accessibility Solutions
Netrise, Inc.	2.00%	https://www.netrise.io/	NetRise, is a supply chain risk management platform with a focus on fully
Netskope, Inc.	2.00%	https://www.netskope.com/	Netskope is a widely acknowledged expert and innovator in CASB, SWG,
NetSPI, LLC.	2.00%	https://www.netspi.com/	NetSPI is the leader in enterprise penetration testing, adversary simulation,
NetThunder, LLC	2.00%	https://www.netthunder.com/	NetThunder has developed a next-gen solution for high-performance
NetWitness Security, LLC	2.00%	www.netwitness.com	Cybersecurity Monitoring, Threat Detection and Response Leader
Netwrix Corporation	3.00%	https://www.netwrix.com/	Netwrix is a leader in data security and visibility, providing solutions that
Neumo	2.00%		
NeuralGuard Inc.	2.00%	www.neuralguard.com	Neural Guard is an AI-driven security technology company specializing in
Neuroscale, LLC	2.00%	https://www.neuroscale.ai/	Neuroscale AI develops explainable, auditable AI systems for workforce
NeuroSoph, Inc.	2.00%	www.neurosoph.com	NeuroSoph provides innovative artificial intelligence technologies designed
New Compass Solutions, Inc.	2.00%	https://newcompass.com/#services	Newcompass is a technology consulting firm that helps organizations
New Relic	1.00%		
New York Wired for Education, Inc dba Metrix Learning	2.00%	https://metrixlearning.com/	New York Wired for Education is a proud innovator of online education
NewSci	1.00%		
Newsela, Inc.	2.00%	http://www.newsela.com/	Newsela is an education technology company dedicated to meaningful
NEXGEN Asset Management	2.00%	https://www.nexgenam.com/	NEXGEN the most technologically advanced enterprise asset management
Next Chapter Technology, Inc.	2.00%	nctinc.com	NCT CaseWorksTM is an Advanced Productivity Software Solution for
Next Level Security Systems	2.00%		
NexTalk, Inc.	2.00%	www.nextalk.com	NexTalk's vision is to create easy, convenient, and secure communications
NexTech Solutions, LLC	2.00%	https://www.nextechsol.com/	NTS delivers top-tier IT defense solutions for federal and commercial
NextgenID, Inc.	2.00%	www.nextgenid.com	NextgenID is the market leader in high-assurance identity proofing and
NexusXplore Pty Ltd	2.00%	https://osintcombine.com/	OSINT software and training provider
NICE Systems, Inc.	2.00%		
Nico-Lab B.V.	2.00%	https://www.nicolab.com/	Nicolab is a healthcare software platform that uses AI to help doctors
Nile-Global, Inc.	2.00%	https://nilesecure.com/	Nile modernizes IT operations through the delivery of a new wired and
Nimbus-T Global, Inc.	2.00%	https://nimbus-t.com/	Nimbus-T® Global Inc. provides advanced identity-first cybersecurity
NinjaOne, LLC	2.00%		
Nintex	0.50%		
Nirmata, Inc.	2.00%	https://nirmata.com/	Nirmata provides an easy to use, software-as-as-service that deploys,
NKINDL AI, Inc. dba Authentrics.ai	2.00%	http://authentrics.ai/	Authentrics.ai provides a software suite providing comprehensive solutions
NLign Analytics, Inc.	2.00%	https://nlign.com	Digital Thread Platform for Aerospace Manufacturing and Maintenance
nlyte Software	2.75%		
NNData Corporation	0.50%		
NNT	0.50%		
Nok Nok Labs, Inc.	2.00%	www.noknok.com	As the inventor of FIDO and co-founder of the FIDO Alliance, Nok Nok is
Noname Public Sector LLC.	2.00%	https://nonamesecurity.com/	Noname Public Sector LLC allows you to discover your APIs and gain full
Nordic Road, LLC	2.00%	https://nordicroad.com/	Nordic Road is an intelligence analysis platform that delivers hyper-local,
Normshield, Inc. dba Black Kite	2.00%		
Northwoods	2.00%		
Notarize, Inc. dba Proof.com	2.00%	sivilco.com	Sivil Technologies, Inc. (Sivil) is a mission-driven technology company
Nothreat Limited	2.00%	https://nothreat.io/	Nothreat provides AI-powered cybersecurity solutions that help
Novodynamics	3.03%		
Nozomi Networks, Inc.	2.00%	https://www.nozominetworks.com/	Nozomi Networks is the leader in OT and IoT security and visibility. We
nSide, Inc.	2.00%	www.nside.io	nSide is revolutionizing school safety with innovative, data-driven solutions
NtelSec, Inc.	2.00%	www.ntelsec.com	NtelSec Inc is a technology company based in Reston, Virginia. We
NU Borders, LLC	2.00%	https://nuborders.com	NU Borders is a tech company focused on the Homeland/Defense/Justice
Nuance	2.00%		
Nucleos, Inc.	2.00%	https://www.nucleos.com/	Nucleos is dedicated to enhancing education and workforce development
Nucleus Security LLC	0.50%		
Nuggets USA Limited	2.00%	https://nuggets.life/	Nuggets is an unparalleled data privacy and security offering; a
NuHarbor Security, Inc.	2.00%	http://www.nuharbor	NuHarbor is a leading national cybersecurity services firm, supporting the
Nullable, Inc. dba Aware	2.00%	www.awarehq.com	Aware transforms digital conversation data from Slack, Teams, Zoom and
Nutanix	4.16%		
Nuvalence, LLC	2.00%	www.nuvalence.io	Nuvalence is a next-generation consulting firm specializing in digital
Nuvolo Technologies	0.50%		
NVIDIA CORP	2.00%	http://www.nvidia.com/	NVIDIA pioneered accelerated computing to tackle challenges no one else
NVINT Services LLC dba Element Four	2.00%	https://www.element-4.com/	Element Four is a managed IT service company, focused on providing
Nyriad, Inc.	2.00%	www.nyriad.io	Nyriad, Inc. Company Description Nyriad, Inc. is the developer of the
Oak Innovation Limited	0.50%		
Oblong	3.03%		
Obsidian Works, LLC	2.00%	https://www.obsidianworks.io/	Obsidian delivers high-confidence, mission-focused insights that support
Occuspace, Inc.	2.00%	https://occuspace.io/	Occuspace is bringing new intelligence to the physical world. By capturing
Ocient, Inc.	0.50%	https://ocient.com/	Ocient is a hyperscale data analytics solutions company powered by a high-
Octant Data, LLC	2.00%	https://graphika.com/	Graphika is the social media intelligence company that helps organizations
Oculens LLC	2.00%	www.oculens.us	Oculens designs and installs advanced AI-powered security systems for
Oculis Labs	3.69%		
Odaseva	2.00%		
Offensive Security Services, LLC.	2.00%	www.offsec.com	OffSec is the leading provider of continuous professional and workforce
OfficeSpace Software, Inc.	2.00%	https://www.officespacesoftware.com/	The vendor OfficeSpace offers an AI-powered workplace management
Ogre.run, Inc.	2.00%	https://ogre.run	Ogre.run automates the generation of infrastructure and documentation
Okta	2.00%		
Okteto, Inc.	2.00%	www.okteto.com	Okteto accelerates development by providing automated, production-like
OL Midco LLC dba Orange Logic, LLC	2.00%	https://www.orangelogic.com/	hey provide a digital asset management platform to organize, manage, and

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
OlaTech Business Hosting Corporation dba in1touch	2.00%	https://in1touch.com/	Olatech Corporation is a developer of the "in1touch PaaS" platform. Using
Olbia Software Inc. dba Colligo Networks	2.00%	www.colligo.com	Colligo is a leading provider of Email Management software solutions for
Omnibond Systems, LLC	2.00%	www.omnibond.com	Omnibond is a customer-oriented software product, services, and support
Omnilink	1.17%		
Omnissa, LLC	2.00%	https://www.omnissa.com/	Omnissa is a global software company specializing in digital workspace
ON2IT, Inc.	3.00%	https://on2it.net/en/	ON2IT is a global pure-play cybersecurity services specialist, offering the
OnActuate Consulting US, Inc.	2.00%	www.onactuate.com	OnActuate is a Global Information Technology and Consulting Firm. We
Onapsis	1.00%		
One Convergence Inc. dba dKube.IO	2.00%	https://www.dkube.io/	dKube.IO is a platform that helps companies build, run, and manage
One Human Service Network, Inc.	2.00%	www.onehsn.com	OneHSN is a leading Software-as-a-Service (SaaS) provider specializing in
OneBlink Pty Ltd	2.00%	www.oneblink.io	The OneBlink Low-code Suite (LcS), is widely regarded as 'the Microsoft
OneMeta, Inc.	2.00%	onemeta.ai	We create a more understanding world. Translation and Communication
OnePlan Portfolio Solutions, LLC	2.00%	oneplan.ai	At OnePlan, we are at the forefront of transforming strategic project
OneStream Software LLC	2.00%	www.onestream.com	OneStream Software is a unified, intelligent finance platform that
OneTrust, LLC.	2.00%	https://onetrust.com/	OneTrust builds the Trust Intelligence Platform – connecting privacy,
OnScene Technologies, Inc/Share911	2.00%	onscenetechnologies.com	OnScene Technologies provides responsive mass notification and
Onsolve	0.50%		
Onspring Technologies LLC	2.00%	https://onspring.com/	Onspring GovCloud is a 100% no-code, SaaS cloud-based GRC Platform
Ontinue	2.00%		
Ooma, Inc.	2.00%	https://www.ooma.com/	Ooma, Inc. is an American publicly traded telecommunications company
OpenAI OpCo, LLC	2.00%	https://openai.com/	OpenAI is an American artificial intelligence research organization founded
OpenCounter, Inc.	0.50%		
OpenGov	2.00%		
Openlane Technology Corporation dba Roadflex	33.33%	www.roadflex.com	RoadFlex is a leader in fleet expense management and fuel card solutions.
OpenPolicy, Inc.	2.00%	https://www.openpolicy.co/	OpenPolicy offers a secure, customizable policy intelligence platform
OpenSGI	2.33%		
OpenTeams, Inc.	2.00%	https://www.openteams.com	OpenTeams is the global leader in Open SaaS AI, machine learning, and
OpenText	2.00%		
OpenVPN Inc.	2.00%	https://openvpn.net/	OpenVPN, Inc. is a cybersecurity leader providing secure access for
Opsgility, LLC	2.00%	www.opsgility.com	Opsgility specializes in training to maximize Microsoft solutions (Azure,
OPSWAT, Inc.	2.00%	https://www.opswat.com/	Critical Infrastructure Protection Solutions are engineered to support our
Optensity	3.54%		
Optezo, Inc.	0.50%		
Optibus, Inc.	2.00%	https://optibus.com/	Optibus delivers a powerful, cloud-native platform designed to help public
Optiv Security, Inc.	2.00%	https://www.optiv.com/	In a world where digitization is quickly becoming the norm, cybersecurity
Optro, Inc.	10.00%	https://optro.ai/	Optro is an AI-Powered GRC platform built for audit, risk, compliance,
Optum Government Solutions, Inc.	2.00%		
Oracle America, Inc.	2.00%	https://www.oracle.com/	Oracle is a major software company that sells hardware and software
Orbis Operations, LLC	2.00%	https://www.orbisops.com/	Orbis delivers technology, consulting, and training to national security and
Orbit Analytics, Inc.	2.00%	www.orbitanalytics.com	Orbit Analytics is a business intelligence and reporting solution that
Orbital Insight, Inc.	2.00%	https://orbitalinsight.com/	Orbital Insight, the leader in geospatial intelligence, provides enterprise
Orbital Sidekick, Inc.	2.00%	www.orbitalsidekick.com	Orbital Sidekick provides space-based hyperspectral intelligence and
Orca Security, Inc.	2.00%	https://orca.security/	Orca is a multi cloud security tool, using our patented sidescanning
Orijin FKA APDS (American Prison Data Systems)	2.00%		
Orion Power Systems, Inc.	2.00%	https://www.orionpowersystems.com/	Orion Power Systems is a leading manufacturer of Uninterruptible Power
Orus Group Holding Company, LLC	2.00%	https://orusgroup.com/	OrusGroup is an Enterprise IT Solutions and Architecture practice focused
OSaaS LLC	2.00%		
Otava	2.00%		
OurBond, Inc.	2.00%	www.ourbond.com	A leader in developing E-commerce Platforms, Content Management
Outlier Technologies, Inc.	2.00%	Outlier Technologies, Inc.	SansWrite is a compliance monitoring platform that streamlines inspections
Outpost Security, LLC	2.00%	www.outpost-security.com	Providing defensive security products, servcies, and training for Splunk
Outreach Technology	2.00%		
OutSystems	1.10%		
Outtake Inc.	2.00%	https://www.outtake.ai/	Outtake is an agentic AI platform built for human-risk defense. We
Outway, Inc.	2.00%	https://www.outway.io/	Outway provides technology that empowers land managers, governments,
Oversight Systems, Inc.	2.00%	https://www.oversight.com/	Oversight is the AI solution organizations use to tackle hidden spend risk in
Overwatch Data, Inc.	2.00%	overwatchdata.ai	Public sector organizations face challenges extracting valuable intelligence
oVio Technologies, Inc.	2.00%	www.ovio360id.com and www.ovio.tech	The patented oVio360 technology captures 360 high-resolution still images
Owl Cyber Defense Solutions, LLC	2.00%	www.owlcyberdefense.com	Owl Cyber Defense cross domain, data diode, and portable media solutions
OwnBackup	0.80%		
Oxcyon, Inc.	2.00%	http://www.oxcyon.com/	Centralpoint by Oxcyon is an Enterprise Digital Experience Platform
Oxide Computer Company	2.00%	https://oxide.computer/	Oxide Computer is a computer manufacturer that builds the world's first
Oxygen Forensics, Inc.	2.00%	www.oxygenforensics.com	Oxygen Forensics, Inc., headquartered in Alexandria, Virginia, develops
OyuAI Inc	2.00%	https://oyu.ai	OyuAI is a network intelligence company that helps organizations gain
PagerDuty, Inc.	0.50%		
Palette	3.00%		
Palo Alto	8.00%		
PANO AI, Inc.	2.00%	https://www.pano.ai/	Pano AI is a leader in early wildfire detection and situational awareness,
Panoptica Technologies Inc.	2.00%	https://panoptica.tech/	Panoptica Technologies builds AI/ML-powered intelligence automation
Panopto, Inc.	2.25%	https://www.panopto.com/	Panopto is a leading video platform designed for businesses and
Pantheon Systems, Inc.	2.00%	www.pantheon.io	Pantheon Systems Inc. provides a cloud-based WebOps platform primarily
Parallel Works. Inc.	2.00%	https://parallelworks.com	Parallel Works was founded in 2015 out of Argonne National Laboratory
Paramify, Inc.	2.00%	https://www.paramify.com/	Paramify automates compliance documentation - taking the months of work
Parascript, LLC	2.00%	https://www.parascript.com/	Parascript's software saves companies over $1 billion annually. Parascript
Parsolvo, LLC	2.00%		

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Parsons Transportation Group Inc.	2.00%	www.parsons.com	Transportation design & delivery, with expertise in roads, bridges, tunnels,
Partners In Leadership, LLC d/b/a Culture Partners	2.00%	www.culture.io	Culture Partners provides technology and services deployment of "The Oz
Passage Technology LLC	0.50%		
Patero, INC.	2.00%	https://patero.io	Patero cloaks Internet-facing network elements and makes data
PaymentWorks, Inc.	2.00%		
Payscale, Inc.	2.00%	https://www.payscale.com/	Gain the insights and confidence to get pay right with relevant, validated
PC Matic, Inc	2.00%	pcmatic.com	Established in 1999, PC Matic is a minority owned small business that
PCC Technology, Inc. dba Civix	2.00%	https://gocivix.com/	Civix is the industry leader for Subscription -based Ethics Reporting
PCI Pal (U.S.) Inc	10.00%	www.pcipal.com	PCI Pal is a leading provider of scalable PCI compliance solutions that
PDQ Intermediate, Inc.	2.00%	https://www.pdq.com/	IT software made by system administrators for system administrators,
PeakMetrics, Inc.	2.00%	https://www.peakmetrics.com/	PeakMetrics provides AI-driven narrative intelligence that transforms how
Pendulum Intelligence, Inc.	2.00%	www.pendulumintel.com	Pendulum empowers organizations to convert risks into opportunities by
Penlink	2.00%		
Pentaho	2.00%		
Pentera Security Inc.	2.00%	www.pentera.io	automated security validation, automated penetration testing, ransomware
People Services Center, Inc. DBA CATCH Intelligence	2.00%	https://catchintelligence.com	CATCH Intelligence has attained technical expertise and industry
PeopleGoal (c/o Evermind Digital LTD)	2.00%	https://www.peoplegoal.com	PeopleGoal provides bespoke HR apps tailored to your company culture.
Peregrine Technologies, Inc.	2.00%	https://peregrine.io	Our software empowers public safety leaders and their partners to answer
Perforce Software, Inc.	2.00%	https://www.perforce.com/	Perforce, now part of Perforce Software, is a leading provider of enterprise-
Permanence AI Inc.	2.00%	https://permanence.ai	Permanence AI helps security and engineering teams automate
Permion Government	2.00%	Permion.ai	The Permion Digital Subject Matter Expert (DSME) is a government only
Permitium LLC	2.00%	https://permitium.com/	Permitium's cloud-based solutions streamline the way law enforcement
PermitRocket	2.00%		
Permuta Technologies, Inc.	2.00%	www.permuta.com	Permuta delivers cutting edge, cloud-optional, secure data, and secured
Persado	0.50%		
Perseeva, Inc.	2.00%	https://www.perseeva.com/	Perseeva is an intelligent building data platform company providing
Persimmony International, Inc.	2.00%	https://www.persimmony.com/	Persimmony is a cloud-based software platform designed to streamline
Persona Identities, Inc.	2.00%	https://withpersona.com/	At Persona, we're humanizing online identity by helping companies verify
Personar US, Inc.	2.00%	https://coachscribe.ai/	CoachScribe, by Personar, is the world's first Coaching Intelligence
Perspective Tester, LLC	2.00%	p15r.com	Full-service accessibility compliance firm offering testing, remediation,
pgEdge, Inc.	2.00%	https://www.pgedge.com/	pgEdge delivers an open-source, 100% Postgres-based product suite for
Phenom People, Inc.	2.00%	https://www.phenom.com/	Phenom is an applied AI company that helps organizations hire faster,
PhoneLiveStreaming	0.50%		
Photon Medical Communications, Inc.	2.00%	https://www.photonmed.net/	Photon is a messaging and clinical information platform that connects
Phylum, Inc.	2.00%		
Piazza Consulting Group, LLC	2.00%	www.pcongrp.com	AI Product and Consulting
Picnic Corp DBA VanishID	2.00%	https://vanishid.com/public-sector-protection/	Digita Privacy Protection for Elected Officials, State Employees, and
Picogrid, Inc.	2.00%	https://picogrid.com/	Picogrid is a technology company that builds products to integrate mission-
Pienso, Inc.	2.00%	https://pienso.com/	Pienso is an enterprise-grade, no-code/low-code AI Orchestration platform
Ping Identity	2.00%		
Pivotal	2.00%		
piXlogic	2.99%		
PIXM, Inc.	2.00%	www.pixmsecurity.com	PIXM is a cybersecurity company that stops today's most sophisticated
Planet Technologies, Inc.	2.00%	http://go-planet.com	Award Winning Specialists in Digital Transformation and Cloud
PlanetRisk, Inc.	17.24%		
PlatCore	0.50%		
platfora	0.01%		
Platform.sh, Inc. dba Upsun	2.00%	https://upsun.com/	Upsun is a Cloud Application Platform designed to give developers
Plauti B.V.	2.00%		
Plotly (US), Inc.	2.00%	http://www.plotly.com	Plotly provides a world class and market leading Platform for building,
Plum Identity, Inc.	2.00%	https://www.plumidentity.com/	Fraud prevention software
Pluralsight, LLC	2.00%	www.pluralsight.com	Pluralsight is the leading technology workforce development company that
Point Wireless Brokers, LLC dba eSquared Communications Cor	2.00%	https://www.e2cc.com/	End-to-end support for mobility devices, wireless data, and mobile device
PointOne Ventures Inc. DBA Agent Ramp	2.00%	https://www.agentramp.ai	AgentRamp is a business-to-government artificial intelligence software
Policy Confluence, Inc.	2.00%	https://info.polco.us/	Polco brings people and data together to improve outcomes for
Polimorphic, Inc.	2.00%		
Poll Everywhere, Inc.	2.00%	https://www.polleverywhere.com/	Poll Everywhere is a web-based audience response system that allows
Poly	0.50%		
Pondurance, LLC.	2.00%	www.pondurance.com	Pondurance Managed Detection and Response (MDR) is a 24/7 managed
Poolside Federal LLC	2.00%	https://www.poolside.ai/	Poolside builds frontier AI models purpose-built for software engineering.
Portal26, Inc.	2.00%	portal26.ai	Portal 26's software suite empowers clients with complete visibility into
Posit Software, PBC	2.00%	https://posit.co/	Provides an enterprise data science platform that enables organizations to
PowerDMS	1.00%		
Powered by Data, LLC DBA Data Literacy DBA Data Literacy	2.00%	www.dataliteracy.com	We are data and AI training and assessing organization. We offer training
Powtoon Limited	2.00%	https://www.powtoon.com/home/?	Powtoon and its AI Suits Imagine AI, Is a Unified Video and Visual
pQCee Pte Ltd	2.00%	https://www.pqcee.com	The public sector depends on the ability to protect sensitive information,
PQSecure Technologies, LLC	2.00%	https://pqsecurity.com/	PQSecure is a cybersecurity solution focused on hardware silicon IP and
PQShield Inc.	2.00%	www.pqshield.com	PQShield designs, builds and implements cryptographic solutions that keep
Prairie Robotics, Inc.	2.00%	prairierobotics.com	Prairie Robotics, provides AI-powered contamination detection technology
Preamble, Inc.	2.00%	https://www.preamble.com/	Preamble offers an easy to use platform and AI policy marketplace to
Precise	4.54%		
Precise Biometrics Inc.	1.52%		
Precisely Software Incorporated	2.00%	https://precisely.com/	Precisely is a software company specializing in data integrity tools, and also
Precisio Business Solutions, Corp. dba Ascent Solutions	2.00%	https://ascenterp.com/	Ascent Solutions is a 5-star reviewed, established Salesforce ISV partner
Precog Data, Inc.	2.00%	www.precog.com	AI Driven ELT Solution

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Prediction Guard, Inc.	2.00%	predictionguard.com	Prediction Guard delivers a sovereign Artificial Intelligence control plane.
Premier Cloud, Inc.	2.00%	https://premiercloud.com/	Premier Cloud is a cloud solutions provider, offering consulting, managed
Premier Technology Advisors	8.00%		
Preparedness Innovations Inc.	2.00%	www.preppr.ai	Preppr is the leading AI-powered tabletop exercise and readiness platform
Presidio Corporation	2.00%	https://www.presidio.com/	We specialize in designing, implementing and managing agile, secure
Prewitt Ridge, Inc - SysGit	2.00%	https://sysgit.io/	SysGit builds software tools for Model Based Systems Engineering and
Primaxis Pty Ltd	2.00%	www.primaxis.com	Primaxis is an Australian technology company with over 30 years of
Princeton Identity, Inc.	2.00%	https://www.princetonidentity.com/	Princeton Identity is the identity management company powered by
Privaini, Inc.	2.00%	https://www.privaini.com	Privaini empowers enterprises to effortlessly manage privacy risks across
Procore Tecnologies	0.50%		
Procurated, Inc.	2.00%	www.procurated.com	Procurated is a ratings and reviews platform dedicated to the public sector
Profit Apps, Inc.	2.00%	https://www.profit.co/	Profit.co is a strategy execution platform that provides the tools around
Progress Software	1.22%		
Progressive Technology Federal Systems, Inc. (PTFS)	2.00%	https://ptfs.com/	Content and Library Services Platform provider to CIV, DOD, and Federal
ProHawk Technology Group, Inc.	2.00%	https://prohawk.ai/	ProHawk is an artificial intelligence company specializing in real-time
Project Bordeaux, Inc. dba Inbox Monster	2.00%	https://inboxmonster.com/	Unlock deeper deliverability insights, more efficiency and supercharged
Project Broadcast LLC	2.00%	www.projectbroadcast.com	Project Broadcast is a multi-channel communication platform that helps
Project Hosts Inc.	2.00%	www.projecthosts.com	Project Hosts is a cloud solutions provider (CSP) that specializes in
Promise Network, Inc.	2.00%	https://www.promise-pay.com/	Promise Network Inc. (“Promise”) is a technology company that
Promo Drone, Inc.	2.00%	www.promo-drone.co	At Promo Drone, our UAV two-way communication technology empowers
Proofpoint	5.00%		
Prophecy Americas', Inc.	2.00%	https://www.prophecyinternational.com/	Prophecy Snare develops a suite of advanced threat intelligence software
ProStar Geocorp, Inc.	2.00%	https://www.prostarcorp.com	ProStar is a software company that specializes in developing patented
ProSymmetry	0.50%		
Protech Solutions, Inc.	2.00%	www.protechsolutions.com	Protech Solutions, Inc. is a systems integrator and development company
Provance Technologies, Inc.	2.00%	www.provance.com	Designed for Microsoft-centric Customers, Provance empowers
Provar Limited	2.00%	https://provar.com/	Provar provides a Salesforce-focused test automation platform for
Proven Optics LLC	0.50%		
Pro-Vision Solutions, LLC	2.00%	https://provisionusa.com/	Pro-Vision is a mobile video technology provider offering rugged video
Provisions Group, LLC	2.00%	https://provisionsgroup.com/	IT Consulting, Staffing, and Training Firm
Pryme Infil, Inc.	2.00%	https://www.prymeinfil.com/	Pryme Infil is specifically designed for specialized units like SWAT teams,
Pryon, Inc.	2.00%	https://pryon.com/	Pryon turns hours of searching into moments of clarity. Founded in 2017 by
PSJ Consulting, LLC	2.00%	https://www.psjmanagementconsulting.com/	PSJ Consulting provides advisory and implementation services that help
Public Sector Network, Inc.	2.00%	www.publicsectornetwork	Public Sector Network is a social learning platform that helps government
Puget Sound Systems, Inc.	2.00%	https://www.pugetsystems.com/	Puget is a systems integrator which focuses on high-end, custom
Pulselight Holdings, Inc.	0.50%		
Punch Rescue, Inc.	2.00%	https://punchrescue.com/	Punch Rescue provides a reliable emergency alert infrastructure designed
Purple Transform, Inc.	2.00%	https://www.purpletransform.com	Purple Transform is a technology company transforming the way
Pursuit Pathways Inc.	2.00%	https://www.pursuitpathways.com	Pursuit Pathways is a leading provider of custom-designed eLearning
PursuitAlert, LLC	2.00%	http://www.pursuitalert.com/	PursuitAlert Digital Siren is a Public Safety technology that enables
Pyramid Analytics USA, Inc.	0.50%	https://www.pyramidanalytics.com/	Pyramid Analytics is a recognized innovator in Decision Intelligence that is
Pythagorithm, Inc.	2.00%	https://pythagorithm.ai/	Pythagorithm AI Governance Solutions delivers AIOS, a multi-tier runtime
Pyze, Inc.	2.00%	https://www.pyze.com	Pyze provides AI-Driven Process Intelligence to help organizations
Q247, LLC	2.00%	https://q247.ai/	Q247 provides advanced analytics tools designed to support smarter
QA USA, Inc.	0.50%		
Qanapi Group, Inc.	2.00%	www.qanapi.com	Qanapi is a developer-friendly solution for data protection. Our three core
qBraid Co.	2.00%	https://www.qbraid.com/	qBraid provides a unified quantum software platform enabling
QFlow Systems, Inc.	2.00%	www.qflow.com	QFlow Systems is a one-stop systems integrator for enterprise-wide
Qii.AI	0.50%		
QlikTech Inc.	0.75%		
Qmulos, LLC.	2.00%	https://www.qmulos.com/	Qmulos is an Independent Software Vendor (ISV) that delivers innovative
Qode, Inc.	2.00%	https://www.qode.world/	Qode is an AI-powered recruitment and interview automation platform that
QPR Software, Inc.	2.00%	www.qpr.com	QPR Software is a public software company that helps organizations
Qrypt, Inc.	2.00%	www.qrypt.com	Qrypt protects against quantum threats of today and the future using the
Quality Technology Services	0.75%	https://q.com/	Quality Technology Services (QTS) is a leading provider of data center,
Qualtrics	1.00%		
Qualys, Inc.	2.00%	https://www.qualys.com/	The Qualys Gov Platform is the only comprehensive FedRAMP-authorized
QuantaHub2, LLC	2.00%		
Quantexa, Inc.	2.00%	https://www.quantexa.com/	Quantexa, Inc. is a global data and analytics software company pioneering
Quantifind	0.50%		
Quantinuum, LLC	2.00%	quantinuum.com	Science led and enterprise driven, Quantinuum unites Cambridge
Quantiphi, Inc.	2.00%	https://www.quantiphi.com/	0
Quantropi, Inc.	2.00%	https://www.quantropi.com/	Quantropi is enabling enterprises to transition immediately to quantum-
Quantum Bridge Technologies, Inc.	2.00%	www.qubridge.io	Founded in 2019 as a University of Toronto spinoff, Quantum Bridge
Quantum Corporation	2.00%	http://www.quantum.com	Quantum Government Incorporated (QGI), a subsidiary of Quantum
Quantum4D	2.63%		
QuasarDB, Inc.	2.00%	https://quasar.ai/	QuasarDB is a high-performance, real-time data platform built to ingest,
Questica	0.50%		
QuestionPro Inc	2.00%	www.questionpro.com	QuestionPro is an AI-powered insights platform that helps organizations
Queue-it	0.50%	https://queue-it.com/	Control online traffic with a virtual waiting room to deliver a superior user
Quickbase, Inc	2.00%	https://www.quickbase.com/	QuickBase is a no-code, cloud-based platform that allows users to build
QuintessenceLabs Pty, Ltd	2.00%	https://www.quintessencelabs.com/	Provider of both classic encryption and quantum safe encryption
Quiq, Inc.	2.00%	https://quiq.com/	Quiq is the leader in citizen-centric AI, helping the public sector provide
Quisitive, LLC	2.00%	https://www.quisitive.com	Quisitive is a global Microsoft solutions partner specializing in cloud
Qumulo, Inc.	2.00%	https://www.qumulo.com	Qumulo is the leading provider of cloud file data platforms, offering

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Quorum Analytics, LLC	1.01%		
QuSecure, Inc.	2.00%	www.qusecure.com	QuSecure is a leader in post-quantum cybersecurity with a mission to
QWERX, Inc.	2.00%	https://www.qwerx.co	cybersecurity company providing dynamic network device authentication
r4 Technologies, Inc.	0.50%		
RAD Security, Inc.	2.00%	https://www.radsecurity.ai/	Rad Security is a cloud-native security platform that uses AI-driven
Radiant Logic	0.50%		
RADICL Defense, Inc.	2.00%	https://radicl.com/	RADICL provides SMBs serving America's Defense Industrial Base
Raindrop Systems, Inc.	2.00%	www.Raindrop.com	Raindrop is an industry-disruptive AI-powered modular Source-to-Pay
Raintank, Inc. dba Grafana Labs	2.00%	https://grafana.com/	Grafana is an open source analytics & monitoring solution for databases.
RAKIA USA Corp	2.00%	www.rakia.ai	RAKIA is a Big Data Fusion Company that provides government and law
Ramp Business Corp.	2.00%	https://ramp.com/	Ramp is a financial technology company that provides an all-in-one spend
RangeForce	0.50%		
Rapid Ratings International, Inc.	2.00%	https://www.rapidratings.com/	RapidRatings is a leading provider of financial health analytics, delivering
Rapid7	2.00%		
RapidFort, Inc.	2.00%	https://www.rapidfort.com/	RapidFort is revolutionizing software security with its cutting-edge
Rarestep, Inc. dba Fleetio	2.00%	https://www.fleetio.com/	Fleetio is a cloud-based fleet management platform that helps organizations
Ratio Exchange, LLC	2.00%	https://www.ratioexco.com	Ratio Exchange, LLC, is a software company that provides a software
Raven Cloud, Inc.	2.00%	https://raven.io/	Runtime Application Protection Platform - De-prioritize over 93% of
RavenTek Solution Partners, LLC	2.00%	https://www.raventek.com/	RavenTek combines best of breed technologies and engineers, driven by
Raycom Communications Solutions, Inc.	2.00%	https://raycom.co/	Raycom integrates hardware, software and expertise to deliver specialized,
Read AI, Inc.	2.00%	https://www.read.ai/	Read AI makes your meetings, emails, and messages more efficient with
ReadSpeaker	3.00%		
Ready.net, Inc	2.00%	www.ready.net	Ready.net creates software tools that enable states and their grant
ReadyWorks Inc.	2.00%	https://www.readyworks.com/	ReadyWorks is a Digital Platform Conductor. A (DPC) tool connects to
Real Response Pty Ltd dba BlueRoom	2.00%		
RealEyes Connect LLC	3.44%		
Reality Defender, Inc.	2.00%	realitydefender.com	Reality Defender provides Deepfake Detection Solutions.
RealtimeBoard, Inc. dba Miro	2.00%	www.miro.com	Miro is an AI-powered visual workspace that helps teams accelerate
Rebel Health Inc. dba ARCHANGELS	2.00%	https://www.archangels.me/	ARCHANGELS focuses on supporting and recognizing caregivers by
Rec Technologies, Inc.	2.00%	https://www.rec.us/	Rec Technologies makes recreation easier to access for everyone. Trusted
Recite Me, LLC	2.00%	https://reciteme.com/	Creating WCAG compliant websites to providing customized user
Recommind	0.01%		
Recon Apps, LLC	2.00%		
Recorded Future	2.63%		
RecordPoint Software USA LLC	2.00%	https://www.recordpoint.com/	RecordPoint makes compliance provable, decisions defensible, and AI safe
Red Hat	2.00%		
Refined Digital Insight Inc	2.00%	https://rdi-data.com/	Refined Digital Insight Inc. (RDI) delivers enterprise-grade Data Product
RegScale	0.50%		
REI Systems	0.50%		
Reka AI	2.00%	https://www.reka.ai/	Reka is an AI research and product company. Our mission is to develop
Relativity ODA, LLC	2.00%	https://www.relativity.com/	Relativity is the global leader in e-Discovery. Organizations around the
ReliaQuest, LLC	2.00%	https://reliaquest.com/	AI and Automation cybersecurity company specializing in providing
RelishIQ, Inc.	2.00%	https://relishiq.com/	Relish is a user-first B2B app development and platform company
Remediant	0.50%		
Remix Technologies	2.00%	https://ridewithvia.com/	Defining and pioneering the TransitTech category is a journey nearly a
RepRisk AG	2.00%	https://www.reprisk.com/	RepRisk's outside-in issues-driven risk metric methodology analyzes any
Rescale, Inc.	0.50%		
Rescana LTD	2.00%	https://www.rescana.com/	Rescana is redefining Third-Party Risk Management (TPRM) with agentic
Resemble AI, Inc.	2.00%	resemble.ai	Resemble AI delivers a cutting-edge Generative AI Voices and robust
Resiliant, Inc.	2.00%	www.resiliant.com	RESILIANT is an Identity Credential Access Management (ICAM) SaaS
Resolve Systems	2.00%	www.resolve.io	Resolve.io is an enterprise IT automation and agentic AI platform that helps
ResourceX	2.00%	https://www.resourcex.net/	ResourceX supports local governments to strategically align resources with
ReSTNSX, Inc.	2.00%		
Rev.com, Inc.	2.00%	rev.com	Rev is the #1 investigative platform for secure, accurate evidence review.
Reva Solutions Inc.	2.00%	https://www.revasolutions.com/	Provider of Software solutions for enterprise-level customers.
Reveille Software, Inc.	2.00%	https://www.reveillesoftware.com/	Reveille's AI powered software provides observability, monitoring,
Revelo, LLC	2.00%	https://revelosoftware.com/	Revelo unifies rapid enterprise application development for modular and
Revenue Solutions, Inc.	2.00%	www.rsidelivers.com	RSI creates people-first technology solutions that empower governments to
Revere Data	2.57%		
ReversingLabs	0.01%		
Rhino.ai, Inc	2.00%	https://rhino.ai/	Rhino.ai is an AI-powered SaaS platform designed to modernize legacy
Rhombus Systems, Inc.	2.00%	https://www.rhombus.com/	Cloud Based Physical Security for modernize security management with
Rhondos	0.50%		
RideCo US, Inc.	2.00%	www.rideco.com	RideCo is the leader in rider-centric on-demand transit technology, with the
Right-Hand Cyber Security, Inc.	2.00%	https://right-hand.ai/	Security Awareness Programs - Gamified micro-learning to engage
Ripcord, Inc.	2.00%	www.ripcord.com	Ripcord offers unique solutions to the Public Sector's growing needs to
RippleMatch, Inc.	2.00%	ripplematch.com	Recruitment automation software for early career (internships & new
Risklens	2.00%		
Riskonnect	2.00%		
Riverbed	2.00%		
R-Mor, LLC.	2.00%	www.r-mor.com	R-MOR RECONIZER is a SaaS delivered multi-source automated cyber
ROAM Federal, LLC	2.00%	roamfederal.com	ROAM FEDERAL is a veteran and former law enforcement officer-owned
RoboMQ	2.00%	https://www.robomq.io/	RoboMQ is an Identity Management company that automates workforce
Robotic Assistance Devices, Inc. (RAD)	2.00%	https://radsecurity.com/	Robotic Assistance Devices, Inc. (RAD) develops world-class security
Rocket Software, Inc.	2.00%		

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Rockfish Data, Inc.	2.00%	https://www.rockfish.ai	Rockfish Data is the industry's first outcome-centric synthetic data
Rok Technologies, LLC	2.00%		
Ron Turley Associates, Inc.	2.00%	https://rtafleet.com/	With over 45 years of fleet experience, RTA: The Fleet Success Company
Roundtrip	2.00%	https://roundtriphealth.com/	Roundtrip is an easy-to-use ride booking platform for transportation
Routeware, Inc.	2.00%	https://www.rubicon.com/	Routeware delivers a cloud-based, integrated smart-city platform that
Row64, Inc.	2.00%	https://row64.com/	Zero Decision Latency. Row64 is a real-time operational intelligence
RPI-CS, Inc.	2.00%	www.rpics.com	RPI-CS, Inc. is a trusted, proven, and highly experienced professional
RSA	2.00%		
Rubicon, LLC	2.00%	www.rubiconit.com	Rubicon offers SaaS solutions and services that optimize the procurement,
Rubrik	5.00%		
Rumble, Inc dba runZero	2.00%	https://www.rumble.run/	runZero provides best in class network and asset discovery. RunZero is the
Rwazi, Inc.	2.00%	https://rwazi.com/	Rwazi, Inc. is an AI-powered decision intelligence company that
R-Zero Systems, Inc.	2.00%	https://rzero.com/	R-Zero Systems, Inc. combines superior UV-C disinfection and occupancy
Saasyan	0.50%		
Safe Securities, Inc.	2.00%	https://safe.security/	Safe Security provides modules for cyber risk quantification, third party
SafeBreach, Inc.	2.00%		
SafeGuard Cyber	0.50%		
SafeLogic, Inc.	2.00%	https://www.safelogic.com/	SafeLogic is premier provider of cryptographic solutions that enable
SafeNet	0.00%		
SaferMobility, LLC	2.00%	https://www.safermobility.com/	We protect students' physical safety and their mental health by providing
SaferWatch, LLC	2.00%	www.saferwatchapp.com	SaferWatch is a multi-faceted public safety platform that provides real-time
Safety Vision, LLC	2.00%	https://www.safetyvision.com/	Mobile Video Solutions Provider
SailPoint	0.50%		
Salesforce	2.21%		
SalesIntel Research, Inc.	2.00%	www.salesintel.io	SalesIntel is a go-to-market intelligence platform that helps marketing,
SalesWing	2.00%	https://www.saleswingsapp.com	SalesWings develops and sells a company SaaS platform for Salesforce
Salty Cloud, PBC	2.00%	www.saltycloud.com	Isora GRC from SaltyCloud is the powerfully simple solution changing
Samsara Inc.	2.00%	samsara.com	Connected Operations:An integrated platform to increase safety, efficiency,
Samsung	33.67%		
Samsung Knox	2.00%		
Sandfly Security, ltd	2.00%	https://sandflysecurity.com/	Sandfly specialize in Linux EDR and IR, without the need of an agent.
SANS Institute	2.00%	https://www.sans.org/	SANS is the most trusted and by far the largest source for information
SAP	0.00%		
SaraWorks, LLC	2.00%	https://saraworks.com/	SaraWorks is a digital assistant SaaS application owned by Radicle Health.
Sarder Inc dba NetCom Learning	2.00%	https://www.netcomlearning.com/	NetCom Learning is a training and solutions provider focused on IT and
SAS Institute, Inc.	2.00%		
Savant Learning Systems dba Virtual Academy	2.00%	www.virtualacademy.com	Online public safety training and solutions provider
Saviynt, Inc	1.20%		
SB Technology Federal, Inc.	2.00%	https://www.sandboxaq.com/	SandboxAQ is an enterprise SaaS company, providing solutions at the
Scale AI, Inc.	0.50%		
Scaled Agile, Inc.	2.00%	www.scaledagile.com	Scaled Agile, Inc., is the provider of SAFe®, the world's leading
SCATR Corp	2.00%	https://scatr.it/	SCATR is the data camouflage company that empowers organizations with
SCHOLARSHIP SOLUTIONS, LLC dba AwardSpring	2.00%	https://www.awardspring.com/	AwardSpring provides a streamlined scholarship management platform for
SchoolBanks, Inc.	0.50%		
ScienceLogic, Inc.	2.00%	sciencelogic.com	ScienceLogic is a leading provider of AI-driven IT operations management
Scorelate, Inc.	2.00%	scorelate.com	Scorelate leverages AI & ML-driven predictive analytics to anticipate
Scribe Security	2.00%	https://scribesecurity.com/	Scribe provides an end-to-end software supply chain security SaaS
Scylla West, LLC	2.00%	https://www.scylla.ai/	At Scylla, our mission is to create the best possible AI tech for video
SDL Government	6.26%		
S-Docs, Inc.	2.00%	https://www.sdocs.com/	S-Docs: 100% Native Document Generation & E-Signature For Salesforce
SEA.AI, Inc.	2.00%	https://www.sea.ai/	SEA.AI delivers advanced AI-driven maritime surveillance solutions for
Seagate Federal, Inc. d/b/a Seagate Government Solutions	2.00%		
Seamlessdocs	4.00%		
SearchBlox Software, Inc.	2.00%		
Seattle Business Software dba Orbus Software	2.00%	www.orbussoftware.com	Orbus Software enables business leaders to make more informed,
SecPod Technologies, Inc.	2.00%	www.secpod.com	Preventing cyberattacks is our top priority. As the curators of the world's
Sectigo Limited	2.00%	http://www.sectigo.com/	Sectigo is a leading provider of digital identity and web security solutions,
Secure Passage, Inc.	2.00%	https://www.securepassage.com/	Primarily public safety. They have a school safety product and student
Secure Schools Inc	2.00%	https://www.secureschools.com/en-us/	SecureSchools provides online training programs that help schools educate
Secure-Centric, Inc.	2.00%	https://www.secure-centric.com/	Secure-Centric is a trusted leader in CMMC compliance solutions,
Secured Communications, Inc.	2.00%	www.securedcommunications.com	Secured Communications is the leading global technology company
SecureW2, Inc.	2.00%	securew2.com	SecureW2 provides cloud-delivered PKI and RADIUS services that protect
Secureworks	1.30%		
Security Centric, Inc.	2.00%	https://www.securitycentric.net/	Security Centric delivers deep expertise in cybersecurity, virtualization,
Security Scorecard, Inc.	2.00%		
Security Services	5.00%		
SecuritySnares, Inc.	2.00%	www.securitysnares.com	SecuritySnares prevents business disruption and damage caused by
Seekr Technologies, Inc.	2.00%	https://www.seekr.com/	Seekr is a leading AI technology company that brings trust and reliability to
Selfhelp Community Services	2.00%	vscm.selfhelp.net	Selfhelp offers a complete network of home care and community-based
Semantic Visions, s.r.o.	2.00%	https://www.semantic-visions.com/	Semantic Visions is an actionable analytics company based in Prague that
Semarchy, Inc	2.00%	www.semarchy.com	Semarchy: One Data Platform, Two Powerful Modules Measure ROI in
Sembix, LLC	2.00%	https://www.sembix.ai/	Sembix builds enterprise-grade software for application modernization.
Semotus, Inc. dba HipLink Software	2.00%	https://www.hiplink.com/	HipLink Software, founded in 1995, is a software company that automates
Semperis, Inc.	2.00%		
Sendmarc Inc.	2.00%	www.sendmarc.com	Sendmarc is a DMARC email authentication platform that helps

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Sensics	1.53%		
Senteon Inc.	10.00%		
SentiLink Corp.	2.00%	https://www.sentilink.com/public-sector	SentiLink helps government agencies confidently verify identities, reduce
SentinelOne	1.50%		
SentryBay Limited	2.00%	https://sentrybay.com/	SentryBay is a cybersecurity company specializing in zero-trust endpoint
SentryCard Technologies, Inc. dba Sentry Enterprises	2.00%	www.sentryenterprises.com	Sentry Enterprises specializes in the development and manufacturing of
SEP TECH	0.50%		
Sepio Systems, Inc.	2.00%	https://sepiocyber.com/	Sepio provides a Hardware Asset Risk Management (ARM) platform
Sequoia Holdings, Inc.	2.00%	https://www.sequoiainc.com/	Sequoia Holdings, LLC is a leading provider of technological innovation
Seros	4.54%		
Sertifi	0.50%		
ServiceNow	0.50%		
Seven AI, Inc.	2.00%	https://www.sevenai.com	7AI is an AI-native cybersecurity platform that delivers autonomous
SevOne	2.00%		
ShadownDragon Federal, LLC	2.00%	https://shadowdragon.io/	ShadowDragon provides cyber intelligence and investigative tools that are
ShardSecure, Inc.	2.00%	https://shardsecure.com/	Data Security. Privacy. Resilience. Simplify unstructured data security,
Sherpa	0.50%		
Shiftsmart, Inc.	2.00%	https://shiftsmart.com/	Connecting companies with skilled workers to increase fulfillment, reduce
Shipcom Wireless, Inc.	2.00%	www.shipcom.io	Shipcom Wireless, Inc. is a small business headquartered in Houston,
ShortPoint, Inc.	2.00%	https://www.shortpoint.com/	Design extensions for SharePoint to help teams design, brand & build
Siber Systems Inc.	2.00%	https://www.siber.com/	We are a privately-held company, headquartered in Fairfax, Virginia. Our
Sicura, Inc.	2.00%	https://www.sicura.us/	Sicura is a female-founded cybersecurity company revolutionizing Federal
Sidos Systems, Inc.	2.00%	www.sidos.com	Professional Wifi Tools
Sift Stack, Inc.	2.00%	siftstack.com	Sift is an American software company that develops an observability
SIGA Data Security LTD.	2.00%	www.sigasec.com	SIGA OT Solutions is a cutting-edge cybersecurity firm focused on
SigBee, Inc.	2.00%	https://www.sigbee.com	SigBee is an innovative platform for employee engagement and
Signal 8 Systems Inc.	3.00%	https://s8s.ai/	Signal 8 Systems delivers Smart Squad, a mobile platform that helps law
Silent Beacon, LLC	2.00%	https://silentbeacon.com/	Silent Beacon is a public safety technology company delivering the
Silent Push, Inc.	2.00%	https://www.silentpush.com/	Silent Push Inc. is a cybersecurity company specializing in preemptive
Silobreaker Ltd	2.00%	https://www.silobreaker.com/	Silobreaker is a leading security and threat intelligence technology company
Silverfort, Inc.	2.00%	https://www.silverfort.com/	Silverfort is the leader in unified identity threat protection, enabling secure
SIM Ventures LLC dba Simply Coding	2.00%	www.simplycoding.org	Simply Coding provides self-paced, online computer science and STEM
Simbian, Inc.	2.00%	www.simbian.ai	Simbian provides superintelligence for security operations to enable
SimpleCert, LLC	2.00%	https://www.simplecert.net	SimpleCert is a SaaS application that allows users to create, send and
Simplify Consulting, LLC	2.00%	https://www.simplifyconsult.com	Consultancy providing digital accessibility consulting, strategy, and
SimpliGov LLC	1.00%		
Simplilearn Americas, Inc.	2.00%	https://www.simplilearn.com/	Simplilearn is the world's leading digital skills training provider, enabling
Simply NUC, Inc.	2.00%	www.simplynuc.com	Simply NUC was founded in 2015 and specialize in small form factor
Simpplr	2.00%	https://www.simpplr.com/	Simply put, Simpplr is the leading AI powered employee experience
Simsi, Inc.	2.00%	www.simsi.com	Simsi empowers communities and organizations with innovative tools for
SimSpace Corporation	2.00%	https://www.simspace.com/	SimSpace is a privately held cyber security software company. SimSpace's
SingleStore, Inc.	2.00%	https://www.singlestore.com/	SingleStore is a cloud database available on leading public clouds and
Singlewire Software	2.00%	https://www.singlewire.com/	Develops and supports ip-based voice applications for emergency
Siren Data Intelligence, Inc.	0.25%	https://siren.io/	Siren's search-based investigative software features information retrieval,
Sivil Technologies, Inc.	2.00%	sivilco.com	Sivil Technologies, Inc. (Sivil) is a mission-driven technology company
SixMap, Inc.	2.00%	https://sixmap.io	SixMap is an information technology company that offers attack surface
Skedulo	0.40%		
Sketchbox	0.50%		
SkillStorm Commercial Services, LLC	2.00%	www.skillstorm.com	SkillStorm is the global leader in launching and accelerating tech careers in
Skinny Cat Software LLC dba Element LMS	2.00%	https://www.elementlms.com/	Element Learning Management Solutions, a DBA of Skinny Cat Software,
Skopenow Inc.	2.00%	Skopenow.com	Skopenow provides government agencies with an automated OSINT
Skycam Aviation, Inc.	2.00%	www.skycamaviation.com	Airplanes collecting aerial imagery for patrol, inspection, detection,
Skydio	2.00%	https://www.skydio.com/	Skydio is the leading U.S. drone manufacturer and world leader in
Skyline Software Systems, Inc.	2.00%	https://www.skylinesoft.com/	Skyline offers a comprehensive platform of applications, tools, and services
Skyline Technology Solutions, LLC	2.00%	www.Skylinenet.net	Video Interoperability product and Carrier Class Network Engineering
Skyport Systems	2.00%		
SKyX Systems Corp	1.00%		
Slack	0.50%		
Slalom, LLC, dba Slalom Consulting	2.00%	https://www.slalom.com/	Slalom is a purpose-led, global business and technology consulting
SLAM LLC	2.00%	https://slamsports.ai/	Sports Learning AI Model (SLAM) is redefining the future of sports
Slingshot Aerospace, Inc.	2.00%	https://www.slingshotaerospace.com/	Slingshot has positioned several electro optical telescopes all around Earth.
Smarsh, Inc.	2.00%	http://www.smarsh.com/	Smarsh empowers organizations to transform oversight into actionable
Smart Home Sentry, Inc. dba Sentry AI	2.00%	https://smartsentryai.com	AI Security Guards that protect people and properties more reliably and
SmartBear Software, Inc.	2.00%	https://smartbear.com/	Tools that help your team build, test, and ship quality software at scale
SmartPM Technologies, Inc.	2.00%	https://smartpm.com/	SmartPM provides a collaborative cloud-platform designed to help
SmartProtect Public Safety Solutions, Inc.	2.00%	smartprotectpss.com	Our workforce management platform is purpose-built to serve the critical
Smartronix, LLC dba SMXtech	2.00%		
Smartsheet	2.00%		
SMAT Ltd dba Open Measures	2.00%	openmeasures.io	Open Measures helps organizations and individuals track online behavior
SmiForce, Inc.	2.00%	https://smiforce.com/	SmiForce is a Minnesota-based, minority-owned company specializing in
SnapOn Software	2.00%		
SnapStream Media Inc.	2.00%	https://www.snapstream.com/	SnapStream Media provides real-time broadcast content capture and
SND Software, Inc.	2.00%		
Snorkel AI, Inc.	2.00%	www.snorkel.ai	To deliver production-quality results generic LLMs must be privately tuned
Snow Software, Inc.	2.00%	https://www.snowsoftware.com/	Snow Software offers Software Assent Management solutions that help

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Snowflake	2.00%		
Snyk, Inc.	2.00%	Snyk.io	Snyk helps federal, state, and local government institutions achieve their
Social Navigator, Inc. (d/b/a Liferaft)	2.00%	https://liferaftlabs.com/	Liferaft provides a cloud-based OSINT SaaS platform designed to support
SocialTrendly, Inc. DBA BLACKBIRD.AI	2.00%	www.blackbird.ai	In today's rapidly evolving threat landscape, organizations must identify
Societal Systems, Inc	2.00%	www.societalsystems.com	Societal helps probate courts protect the health and finances of vulnerable
Socket, Inc.	2.00%	https://socket.dev/	Socket is a developer-first security platform that protects your code from
SockPuppet Corp.	2.00%		
Socrata	3.00%		
Socure, Inc.	2.00%	https://www.socure.com/	Socure provides digital identity verification and fraud prevention solutions,
Softdocs	0.50%		
SOFTwarfare, LLC	2.00%	https://www.softwarfare.com/	SOFTwarfare is an American-owned manufacturer led by a team of
SOI Solutions	2.00%	https://soisolutions.co/	At SOI Solutions, we believe there is a better way to deliver IT services
Sol Analytica, Inc.	2.00%	solanalytica.com	Sol Analytica is a data consultancy and software firm providing data
Solarwinds	3.00%		
SolCyber Managed Security Services, Inc.	2.00%	https://solcyber.com/	SolCyber offers a comprehensive range of cybersecurity services tailored to
Solgari, Inc.	2.00%	https://solgari.com/	Solgari is a Global ISV with Microsoft delivering an AI powered Contact
Solix	11.85%		
Sonim	2.00%		
Sophos, Inc.	2.00%	https://www.sophos.com/en-us	Powered by threat intelligence, AI and machine learning from SophosLabs
Soprano Design Limited	2.00%	www.sopranodesign.com	Secure Automated Messaging Platform, Built for Enterprise
Sotera Digital Security Corp	2.00%	www.soteradigital.com	Provider of the world's most secure mobile phone
SoundThinking, Inc.	2.00%	www.soundthinking.com	SoundThinking, Inc., is a public safety technology company that provides
Spacelift Inc.	2.00%	https://spacelift.io/	Spacelift is the infrastructure orchestration platform that sits on top of your
Spare Labs, Inc.	2.00%	https://sparelabs.com/en/	Spare's mission is to unlock the power of mobility for everyone and make
Spark Hire, Inc.	2.00%	https://www.sparkhire.com/	Spark Hire's software drives a collective, people-driven approach to hiring,
SparkCognition Government Systems, Inc.	2.00%	https://sparkgov.ai/	SparkCognition Government Systems' (SGS) award-winning AI solutions
Sparkology Solutions, LLC	2.00%	https://sparkologyllc.com/	Sparkology Solutions empowers organizations to confidently navigate
Spatial Data Logic, LLC	2.00%	spatialdatalogic.com	Spatial Data Logic's Municipal Management Software helps bridge the
Spatialitics, LLC	0.50%	https://spatialitics.com/	Spatialitics™, a software product subsidiary of CyberTech, designs
SpearTip, LLC	2.00%	https://www.speartip.com/	SpearTip's mission is to prepare, protect and mitigate cyber incidents for
SpecterOps, Inc	2.00%	www.specterops.io	SpecterOps (platform, services and training) demonstrates the thousands
Spectra Logic	1.00%		
Spectro Cloud, Inc.	2.00%	https://www.spectrocloud.com	Spectro Cloud is a leading provider of enterprise-grade Kubernetes
SPEEDATA, LTD	2.00%	www.speedata.io	Speedata is transforming the data center with the first domain-specific
Spire Global, Inc.	0.50%		
Splashtop	0.50%		
Splunk	1.26%		
Spoke AIOT, Inc.	2.00%	https://www.bolt-data.com/	Solution Integrator and Software Manufacturer
SportGait, LLC	2.00%	https://sportgait.com/	SportGait provides a premium, state-of-the-art technology to assess and
Spot.AI, Inc	2.00%	https://www.spot.ai/	Spot AI builds a modern AI Camera System to create safer workplaces and
SpringML Inc. dba Egen Solutions	2.00%	www.egen.ai	Egen.AI transforms the way governments and organizations leverage data
Sprinklr	0.50%		
Sprout Social, Inc.	3.00%	https://sproutsocial.com/	Sprout Social's all-in-one social media management platform unlocks the
Spruce Systems, Inc.	2.00%	spruceid.com	Digital Identity Management and Infrastructure
SPV Associates, Inc. dba OnIndus	2.00%	www.onindus.com	Digital construction transformation services for owners and front-line
SpyCloud, Inc.	2.00%	https://spycloud.com/	SpyCloud's identity intelligence provides access to high-fidelity and high-
Squirro Americas, Inc.	2.00%	http://www.squirro.com/	Squirro is an enterprise AI platform that delivers actionable insights by
St. Michael Coffee LLC (DBA Code Four Development)	2.00%	https://www.codefour.us	Code Four builds AI software for law enforcement officers and
Stable State, Inc.	2.00%	https://stablestate.cc	Stable State Inc. builds Aela, a memory-safe programming language and
Stach & Liu dba Bishop Fox	2.00%	https://bishopfox.com/	Bishop Fox is recognized as the leading authority in offensive security,
Stack8 Technologies (USA) Inc	2.00%	http://www.goziro.com/	ZIRO Technologies makes Microsoft Teams Phone simple: The ZIRO
Staffbase Inc.	2.00%	www.staffbase.com	Staffbase is a premier Employee Experience (EX) Platform designed to
Stage2Data, Inc.	2.00%	https://stage2data.com/	Cloud Services Provider
Statecraft Technology Partners LLC	2.00%	https://stpus.com/	Statecraft Technology Partners is a public-sector cybersecurity services
Stave	0.50%		
Stealthbits	2.63%		
Steel Patriot Partners	2.00%	https://www.steelpatriotpartners.com/	Steel Patriot Partners offers comprehensive governance, risk, and
SteriLumen, Inc.	0.50%		
Stone Transformation, Inc.	2.00%	https://stonetransformation.com/	Stone Transformation is a majority-diverse and mission-oriented consulting
Stonebranch, Inc.	2.00%	0990872&hsa_cam=12127932923&hsa_grp=11	Stonebranch builds IT orchestration and automation solutions that
Stony Point, Inc.	2.00%	https://www.stonyp.com/	Stony Point is efficient and effective instructor-led, hands-on Salesforce
StoreConnect USA, Inc.	2.00%	https://getstoreconnect.com/	Customer Commerce solution (combined eCommerce & Point of Sale)
StorMagic, Inc.	2.00%	https://www.stormagic.com/	StorMagic is an edge-first company, building solutions for "not the
Straia, Inc.	2.00%	https://www.straia.io/	AI-powered business intelligence platform for colleges and universities.
StreamLink Software Inc. DBA AmpliFund	2.00%	https://www.amplifund.com/	Grant Management Software Provider
streamWrite Connect	2.00%	www.streamwrite.com	streamWrite Connect provides digital and voice solutions to streamline
Strider Technologies, Inc.	2.00%	https://www.striderintel.com/	Strider Technologies, Inc., founded in 2019, is a strategic intelligence
Strike Solutions, LLC	2.00%	https://strikesolutionsgroup.com/	Strike Solutions is a team of former Warfighters, mission partners, and
Stripe, Inc.	2.00%	https://stripe.com/	Payment processor, the bridge between any entity that wants to accept
Striveworks, Inc.	2.00%	https://www.striveworks.com/	Machine Learning Operations Software Company
StrongDM, Inc.	2.00%	https://www.strongdm.com/	StrongDM is a proxy that combines authentication, authorization,
Stuut, Inc.	2.00%	https://www.stuut.ai/	Stuut is an AI-powered platform that automates finance and accounting
Styrk Inc. dba Styrk.AI	2.00%	www.styrk.ai	Styrk AI Styrk helps detect and mitigate security, trust and privacy
Submittable Holdings, Inc.	2.00%	www.submittable.com	Submittable is a social impact platform that accelerates mission driven
SuccessKPI, Inc.	2.00%	https://successkpi.com/	Instantly unlock data, discover insights, empower agents, and enable action

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Suggestion Ox, Inc	2.00%	https://suggestionox.com	Anonymous feedback, reporting and whistleblowing case management
Summit Technology Consulting Group dba Allocore	2.00%	www.allocore.com	Allocore offers government loan, grant, and fraud prevention
Sumo Logic, Inc.	2.00%	https://www.sumologic.com/	Sumo Logic empowers the people who make digital experiences fast,
Sunstone Secure, LLC.	2.00%	www.sunstonesecure.com	SunStone Secure is a Compliance-as-a-Service company dedicated to
Superc AI, Inc. dba with.io	2.00%	https://bewith.io/	With.io helps dozens of cities create a centralized community calendar that
Superhuman Platform, Inc.	2.00%		
Superior Wireless Consulting, Inc., dba Intratem	2.00%	intratem.com	Intratem takes on the burden of mobility management and support while
Surefire Cyber, Inc.	2.00%	https://www.surefirecyber.com/	Surefire Cyber delivers swift, strong response to cyber incidents such as
Surepass ID Inc.	2.00%	www.surepass.com	SurePass is the national standard for authority verification.
SurePassID Corp.	2.00%	https://surepassid.com	SurePassID is a leading provider of advanced, deploy-anywhere multi-
Suvip Solutions Inc. dba USEReady	2.00%	https://useready.com/	USEReady is a leading data and analytics firm empowering businesses to
SwiftComply	2.00%	www.swiftcomply.com	Water and WasteWater Compliance Software
Swiftly, Inc.	0.50%		
SWIRL Corporation	2.00%	https://swirlaiconnect.com/	Open Source Enterprise Search
Swish Data Corporation	2.00%	www.swishdata.com	Swish engineers and delivers mission outcomes-aligned IT solutions to
Switchboard Live, Inc.	2.00%	https://switchboard.live/	Switchboard Live is a cloud-based live stream management platform that
Sword GRC, Inc.	2.00%	https://sword-grc.com/	Sword GRC provides the world's first risk management software that
Sybal Corp	2.00%	https://sybal.io/	Sybal delivers AI-powered governance solutions that transform policy from
Sylabs, Inc	2.00%	https://sylabs.io	Providers of support, professional services, cloud services, and value-
Symmetry Systems	0.50%		
Synack, Inc.	2.00%	https://www.synack.com/	Penetration testing and vulnerability management that finds your most
SyncDog, Inc.	2.00%	https://www.syncdog.com/	SyncDog offers a FIPS 140-2 Certified, AES 256-bit encrypted, end-to-end
Syncplicity, LLC	2.00%	https://www.syncplicity.com/	Enterprise hybrid file sharing and storage solution. We provide integration
Synergist Technologies, LLC	2.00%	www.synergist.technology	Synergist is a professional services company that specializes in the
Synergy SKY, Inc.	2.00%	https://www.synergysky.com	Make video meetings easy and reliable by providing a platform that makes
Syniverse Technologies, LLC	2.00%	https://syniverse.com/	From 1G to 5G, we've always been at the center of the connected
Syntasa	1.00%		
Syntasa Corporation	2.00%		
Synthesis AI, Inc.	2.00%	https://synthesis.ai/	Synthesis AI is pioneering the use of synthetic data to build more capable
System Automation Corporation	0.50%	https://www.systemautomation.com/	MyLicense® is the leading software product helping state agencies manage
Tableau	0.70%		
Tabnine, Inc.	2.00%	www.tabnine.com	
Tact, L3C dba Mogli Technologies	2.00%	https://www.mogli.com/	Mogli is a native Salesforce application for SMS, MMS, & WhatsApp.
Tadaweb Technologies USA, Inc.	2.00%	www.tadaweb.com	Tadaweb is an integrated PAI tool suite that enables: 1) Efficiency -
TAG Infosphere, Inc.	2.00%	tag-cyber.com	TAG Infosphere is a team of experienced practitioners that provides expert
Talend USA	0.50%		
Talkdesk	0.50%		
Talon Tactical Systems, LLC	2.00%	https://www.talontacticalsystems.com/	TALON is a SaaS platform for law enforcement organizations to store,
Tamer Partners Corporation dba Proponisi	2.00%	http://www.proponisi.com/	SAAS Platform for Contact Centers focused on customer experience,
Tango Analytics, LLC	2.00%	http://www.tangoanalytics.com/	Tango offers connected solutions that give you the platform, data, and
Tanium	4.00%		
Taqtile, Inc.	2.00%	https://taqtile.com	Manifest gives deskless workers access to step-by-step guidance and
Taralex LLC dba Xappex	2.00%	https://www.xappex.com/	Xappex is a product-driven company focused on CRM, data, and
Tasktop	0.01%		
TBL Systems, Inc.	2.00%	www.tblsys.com	TBL Systems' modular platform provides the latest in secure, cloud-based,
Team Cymru, Inc,	2.00%	https://www.team-cymru.com/	"Team Cymru's delivers comprehensive visibility into global cyber threat
Team IA, Inc.	2.00%	https://www.teamia.com/	TEAM ia offers a mix of software products and services centered on
TeamViewer	2.00%	www.teamviewer.com	TeamViewer, founded in 2005, offers remote access, control, and support
Teamwork Crew Limited Trading as Teamwork.com	2.00%	www.teamwork.com	The only all-in-one platform for client work. Teamwork.com offers
TeamWorx Security, Inc.	2.00%	www.teamworxsecurity.com	TeamWorx Security, Inc. (TWX) is a Small Business Administration
Tech Orchard, LLC	2.00%	http://techorchard.com/	Tech Orchard is an IT-services firm that specializes in enterprise mobility,
Tech Unicorn DMCC	2.00%	www.techunicorn.com	Technology services company providing cloud applications to aid
Tech5 USA, Inc.	2.00%	https://tech5.ai/	TECH5 is a software company providing end to end Identity Management
Techniche APAC Pty Ltd.	2.00%	https://statseeker.com/	Statseeker is a network performance monitoring solution trusted by IT
TechnoMile, LLC	2.00%	www.technomile.com	From go-to-market to contract closeout, TechnoMile provides
TechTrend Incorporated	2.00%	https://www.techtrend.us/	TechTrend, Inc. is a business providing expert solutions, products, and
Tecnics Consulting Inc.	0.50%		
Teknita LLC	4.00%	http://www.teknita.com	Teknita, a digital transformation solutions company, with special focus on
TEKriver, LLC	2.00%	tekriver.com	Embrace a tech-savvy future and ride the digital current with TEKRiver.
TEKsystems Global Services, LLC	2.00%	https://www.teksystems.com/en/	Services and Staffing Provider
Telos Corporation	0.50%		
Tenable	2.00%		
Tenfold	2.00%		
Tenna Systems	2.00%	https://tennasys.com/	Tenna Systems offers a software-only solution for electromagnetic
Tensor Networks	0.50%		
Teradata Government Systems, LLC	2.00%	https://www.teradata.com/	The leading connected multi-cloud data platform for enterprise analytics
Teradici	18.37%		
TERIDA LLC	2.00%	https://www.terida.com	TERIDA delivers, to FedRAMP/NIST standards, best-in-class, robust,
TerraGo	2.99%		
Terrogence, Inc.	2.00%	https://terrogence.com/	Specializing in Web Intelligence, OSINT and Terror Group Activites
Testfully Pty Ltd	2.00%	https://testfully.io/	Testfully is an all-in-one API Development & Testing platform offering
TestifySec, Inc.	2.00%	https://www.testifysec.com	TestifySec unifies developers and cybersecurity teams in defending against
Tetra 4D	2.83%		
Tetrad Digital Intergrity, LLC	2.00%		
Text to Them	4.00%		

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
TextOre, Inc.	2.00%	https://www.textore.net	Serving clients in defense, intelligence, law enforcement, emergency
Thales e-Security	2.00%		
The Consultants Consortium LLC dba TCC Solutions	2.00%	www.tccsolutions.com	They design and deliver high-value, cost-effective IT consulting services
The Drala Project, Inc. dba The Redesign Group	2.00%	https://www.redesign-group.com/about-us	The Drala Project Inc dba The REDESIGN Group is a global technology
The Indoor Lab, LLC	2.00%	https://www.sotereon.ai/	Sotereon.AI delivers mission-critical AI-powered LiDAR and 3D Digital
The Informatics Applications Group, Inc. dba TIAG	2.00%	https://tiag.net/innovations/mresilience/	TIAG is an innovative technology company providing strategic,
The Information Lab US, Inc.	2.00%	https://www.theinformationlab.co.uk/	Vendor sells services that are complementary to Tableau.
The Institute for Applied Network Security, LLC	2.00%	http://iansresearch.com	ANS provides security-specific advisory via one on one calls, live events,
The Modern Data Company, Inc.	2.00%	https://www.themoderndatacompany.com/	Modern's DataOS upgrades your stack to deliver AI-ready data products.
The New Push, LLC	2.00%	www.newpush.com	Protecting Organizations using comprehensive Cybersecurity and Attack
The Routing Company	2.00%	https://theroutingcompany.com/	TRC is a global vehicle routing and management platform that partners
The Sanborn Map Company, Inc.	2.00%		
The Tomorrow Companies, Inc.	2.00%	https://www.tomorrow.io/government-and-defense	Tomorrow.io is the world's only Weather Intelligence PlatformTM. Fully
The Wire Digital, Inc. dba WireScreen	2.00%	www.wirescreen.ai	WireScreen is a provider of business and financial intelligence about China
Thematic Analysis Inc.	2.00%	https://getthematic.com/	Thematic transforms text feedback across any channel (surveys, reviews,
Themis Solutions, Inc. dba Clio	2.00%	https://www.clio.com/	Clio is the world's leading provider of cloud-based legal technology,
Thentia	0.50%		
Thetus	2.99%		
ThinkB!G LLC	10.00%	https://thinkbiglearnsmart.com/courses/	ThinkB!G® delivers expert-led virtual live and onsite technology training
think-cell Software GmbH	2.00%	https://www.think-cell.com/en	think-cell is the leading productivity suite for data-driven presentations in
Thinkst Applied Research (Pty) Limited	2.00%	http://canary.tools & http://thinkst.com	Thinkst Applied Research builds Thinkst Canary, which are simple to
ThisGen, Inc.	2.00%	https://www.thisgen.ai/	ThisGen 911 delivers AI-enabled training solutions for 911
Thought Stream LLC, d/b/a Bluescape	2.00%	https://www.bluescape.com/	Bluescape is the discovery engine driving transformation within
Thread AI, Inc.	2.00%	www.threadai.com	Thread AI, Inc. provides a composable infrastructure platform, Lemma, for
Threat Digital, LLC	2.00%	threat.digital	Our product, DiligenAI uses large language models (LLMs) to
Threatblockr, Inc.	2.00%	www.threatblockr.com	ThreatBlockr is the only active defense cybersecurity platform that fully
ThreatDown, powered by Malwarebytes	2.00%	https://www.threatdown.com/	Malwarebytes is a cybersecurity company that specializes in developing
ThreatLocker	0.50%		
THREEFOLD AUTOMATION TECHNOLOGIES US INC.	2.00%	https://threefold.ai/	Threefold is a service operations platform, automating resident intake
Throughline	2.00%		
ThroughPut, Inc.	2.00%	https://www.throughput.world	ThroughPut Inc. is an AI-powered supply chain optimization platform
Thycotic	0.50%		
Tidal Basin Government Consulting, LLC	2.00%	ww.tidalbasingroup.com/govtech-solutions/tb-tech	Technology solutions that enable efficient program management and
Tidal Cyber, Inc.	2.00%	https://www.tidalcyber.com/	Tidal Cyber delivers the first true Threat-Led Defense platform, putting
Tier4AI, Inc.	2.00%	https://www.tier4ai.com/	Tier4AI is an AI-Native Detection and Response company servicing small
Tiger Surveillance, Inc.	2.00%	https://tiger-surveillance.com/	Tiger Surveillance sells a software known as Surveillance Bridge which is
Tiger Technology, Inc.	2.00%	https://www.tiger-technology.com/	Tiger Technology, Inc. develops and provides data management solutions
TikiLIVE, Inc.	2.00%	https://perfectworks.io/	Perfectworks converts PDFs whether digitally created or scanned into
Tilo Tech GmbH	2.00%	https://tilores.io/	Entity resolution software as a service for the deduplication and linkage of
TimeClock Plus LLC	2.00%	https://tcpsoftware.com/	TCP provides powerful solutions for employee scheduling, time, and
TimeTrade dba Engageware	0.50%		
Tines Automation, Inc.	2.00%	www.tines.com	Tines is the intelligent workflow platform trusted by the world's most
Tintri	0.27%		
Tinyfish, Inc.	2.00%	https://www.tinyfish.ai/	Enterprise-grade platform that enables teams and developers to build
TipCo Automated Systems, LLC	2.00%	https://www.tipcoautomatedsystems.ai/	TipCo Automated Systems (TipCo) was founded to improve access to vital
Tisane Labs Pte. Ltd.	2.00%	https://tisane.ai/	develops and distributes AI software (natural language processing) for law
Titan Technologies	0.50%		
Titania Ltd	2.00%	https://www.titania.com/	For more than a decade, elite cyber teams have relied on Titania's accurate
TLUX Technologies Limited	2.00%	www.tlux-group.com	TLUX was founded in 2015 with the vision of leveraging 25+ years in the
To A Finish LLC	2.00%	www.ToAFinish.com	SALESFORCE APP BUILDER
Tom Sawyer Software Corporation	2.00%	www.tomsawyer.com	Tom Sawyer Software provides advanced graph-powered visualization and
TomorrowX Ltd	2.00%	https://tomorrowx.com/	TomorrowX is a technology company that provides controlled, product-
TonicAI, Inc.	2.00%	https://www.tonic.ai/	Tonic.ai was born out of a very tangible, practical need: equipping
Toon Boom Animation, Inc.	2.00%	www.toonboom.com	Toon Boom Animation Inc. is the global standard for 2D animation and
TOOTRiS, LLC	2.00%	https://tootris.com/	TOOTRiS is a childcare technology company that operates a nationwide,
Torch Research, LLC dba Torch.AI	2.00%	www.torch.ai	The Data Infrastructure AI Pioneers
Torq Technologies Inc.	2.00%	https://torq.io/	Torq is an AI-driven security hyperautomation company that streamlines
TouchShare	0.00%		
Touchwork, Inc.	2.00%	www.touchwork.com	Touchwork is a customer experience and operational intelligence platform
TrackLight, Inc.	2.00%	tracklight.ai	TrackLight provides AI-powered fraud detection and prevention solutions.
TrackVia, Inc.	2.00%	trackvia.com	The workflow management solution for modern government.
Traction on Demand	0.50%		
Traction Rec Technologies, Inc.	2.00%	www.tractionrec.com	Traction Rec is a member management CRM (Customer Relationship
TrainCy, LTD	2.00%	www.traincy.com	Technology training solutions for law enforcement
Tranquility AI, Inc.	2.00%	Tranquility-ai.com	Tranquility AI is a technology company founded by experts in national
TranscendAP	2.00%	www.transcendap.com	TranscendAP empowers accounts payable teams with accurate invoice
TransitScreen, Inc. dba Actionfigure	2.00%	https://actionfigure.ai/	TransitScreen, Inc. dba Actionfigure Actionfigure®, the developers
TranslateLive, LLC	2.00%	www.TranslateLive.com	TranslateLive provides innovative technology that improves language
TransPerfect Translations International, Inc.	2.00%	https://www.transperfect.com/	TransPerfect is the largest, privately held language
TransUnion	8.16%		
Treeverse Inc.	2.00%	https://lakefs.io	Treeverse Inc. is the company behind lakeFS, the leading open-source
Trellis Data USA, Inc.	2.00%	trellisdata.com	Providers of the Trellis Intelligence Platform, including our turn key app,
Trellix Public Sector, LLC	2.00%	https://www.trellix.com/	Trellix is a global company redefining the future of cybersecurity. The
Trend Micro, Inc.	5.00%		
Triangula AS	2.00%	https://triangula.com	Triangula delivers cutting-edge gunshot detection system that transforms

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Trible AI, Inc. dba Trustible	2.00%	trustible.ai	Trustible is a leading AI governance platform provider enabling safe and
Tricentis	2.00%		
Trimble Inc.	2.00%		
Trinity Cyber LLC	0.50%		
Tripwire	2.00%		
TRM Labs, Inc.	2.00%	www.trmlabs.com	TRM Labs is a blockchain intelligence company. TRM helps law
Trout Software, LLC	2.00%	https://www.trout.software/	Trout Software builds plug-and-play cybersecurity appliances that bring
Trovares Inc dba Rocketgraph	2.00%	http://www.rocketgraph.com/	Rocketgraph is a high-performance graph analytics platform designed to
Troverlo, Inc.	2.00%	www.troverlo.com	Location tracking, data collection, and control software for devices and
True Elements	2.00%	https://trueelements.com/	True Elements sees water differently, in all its dimensions and interactions.
True Zero Technologies, Inc.	2.00%	www.truezerotech.com	We specialize in creating cybersecurity programs and software solutions
TruePointSolutions	0.50%		
Truetax AI	2.00%	https://truetax.ai/	Truetax is a next-generation technology platform built specifically for tax
Trusona, Inc.	2.00%	www.trusona.com	Trusona delivers unmatched assurance in digital identity for your
Trusted Data Solutions, LLC	2.00%	https://trusteddata.com/	Archived Data Management
Trusted Driver, Inc.	2.00%	https://trusteddriver.com	Trusted Driver is a SaaS platform focused on modernizing traffic
Trusted Technology Solutions, Inc.	2.00%	https://trustedtechnology.ai/	Trusted Technology Solutions is a USA-based leading and experienced
Trustifi, LLC.	2.00%	trustifi.com	Trustifi provides cloud-based email security solutions designed to protect
TrustLayer, Inc.	2.00%	trustlayer.io	TrustLayer is a collaborative risk management platform that helps reduce
Trustwave	9.00%		
Truv, Inc.	2.00%	http://www.truv.com/	Truv empowers government agencies with secure, real-time access to
Tsecond, Inc.	3.00%	https://tsecond.ai/	Tsecond is a defense technology company delivering hyperconverged
TTEC Government Solutions, LLC.	2.00%	https://www.ttec.com/	TTEC (NASDAQ: TTEC) is a leading customer experience (CX) services
TTech Inc. dba AIRIA	2.00%	airia20.com	AIRIA is an innovative spatial analytics software used by facilities
Ttransuinion Risk and Alternative Data Solutiosn, Inc. dba TRAD	2.00%		
Tufin	2.00%	https://www.tufin.com/	Tufin is a security policy management company specializing in the
Tumeryk, inc.	2.00%	www.tumeryk.com	Tumeryk is an AI runtime governance platform that brings observability,
Tungsten Automation	1.00%		
TurboVets, Inc.	2.00%	turbovets.com	TurboVets is a mission-driven platform developed by veterans, elite
Turing Video, Inc.	2.00%	https://turing.ai/	Turing Video is an industry leading cloud video security provider which
Turnberry Solutions, Inc.	2.00%	http://turnberrysolutions.com/	Turnberry Solutions is a national provider of business, digital, and talent
TVEyes Inc.	2.00%	https://www.tveyes.com/	TVEyes provides cutting-edge media monitoring and intelligence solutions,
Twilio	1.60%		
Two Six Labs, LLC dba Two Six Technologies	2.00%	www.twosixtech.com	Two Six Technologies provides leading technology solutions for national
TyGR LLC	0.50%		
Typesafe	23.18%		
Uber Technologies, Inc.	2.00%	//www.uber.com/us/en/business/industries/govern	Uber is the modern mobility solution for government employee travel,
UberEther, Inc.	2.00%	www.UberEther.com	UberEther is a full stack technology integrator that builds innovative
Ubicquia, Inc.	2.00%	www.ubicquia.com	Ubicquia delivers AI-powered solutions that transform critical
Ubiety Technologies, Inc.	2.00%	https://ubiety.io/	Ubiety is a presence intelligence company that uses wireless data and AI to
UC innovation Inc	0.50%		
UC Innovation, Inc.	2.00%	https://www.ucinnovation.com/s/	Salesforce Consulting and Software Partner focused on delivering CRM
Udacity, Inc.	0.50%		
Udemy, Inc.	20.00%		
UiPath	2.00%		
Ultraviolet Cyber Federal, LLC	2.00%	https://www.uvcyber.com/	UltraViolet Cyber is a practitioner-led MSSP delivering offensive and
Unicorn Magic, Inc.	2.00%	www.automagicalapps.com	With over 150 million installs of our products to-date, Automagical Apps is
Unit4 Business Software Inc.	0.50%		
Unite USA, Inc. dba Unite Us	2.00%	https://uniteus.com/	Founded in 2013, Unite Us is the only end-to-end solution for social care,
United Solutions, LLC dba US AI	2.00%	usai.io	As a pioneer and thought leader for more than 10 years, US AI's vision is
Uno.ai, Inc.	2.00%	https://www.uno.ai/	AI Agents Native GRC Platform
Unqork, Inc.	2.00%	https://www.unqork.com/	Unqork's Enteprise App Cloud empowers businesses to create, secure, and
Unstructured Technologies, Inc.	2.00%	unstructured.io	Unstructured Technologies, Inc. is the leading provider of data
Untethered Labs, Inc.	2.00%	https://gkaccess.com/	Untethered Labs, Inc. develops GateKeeper Enterprise, a patented, award-
Upciti, Inc.	2.00%	https://upciti.com/en/	Upciti is providing computer vision sensors with privacy by design and a
UpGuard, Inc.	2.00%	https://www.upguard.com/	UpGuard is an all-in-one attack surface and third-party risk management
Upland Software Inc.	2.00%	http://uplandsoftware.com/	Upland has over 20 proven cloud software products that increase revenue,
Upstream Tech, Inc.	2.00%	https://www.upstream.tech	Upstream Tech is a technology company that leverages satellite imagery,
Upvote, Inc.	2.00%	https://legiblepolicy.com/	Legible AI equips governments and government affairs professionals with
Userway Inc.	0.50%		
USUL, Inc.	2.00%	https://usul.com/	Usul helps defense contractors find and win more government contracts.
USX Cyber, LLC	2.00%	https://usxcyber.com/	USX Cyber delivers Guardient, a unified security and compliance platform
UXStorm	4.00%		
Valid.it Evaluation Solutions LTD	2.00%	www.validit.ai	Validit.ai revolutionizes real-time security and trust with its patented, AI-
Validatar, LLC	2.00%	https://www.validatar.com/	Validatar is a data quality company that provides full lifecycle, automated,
Validity, Inc.	2.00%	https://www.validity.com/	Whether you're looking to optimize the performance of your email
Valimail Inc.	0.50%		
Valsoft Corporation dba Professional Computing Resources	2.00%	https://www.pcr.com/	PCR (Pro Computer Resources, Inc.) is a technology solutions provider
ValueBlue, Inc.	2.00%	http://www.valueblue.com	ValueBlue is an enterprise architecture platform that helps organizations
Vanta Incorporated	2.00%	www.vanta.com	Vanta is an AI-powered trust management platform that automates security
Vantiq Inc.	2.00%	www.vantiq.com	Vantiq is the leading low-code platform for building and deploying real-
Varonis	3.00%	http://www.varonis.com/	At Varonis, we protect data where it lives. Our platform is purpose-built to
Varsity Tutors for Schools, LLC	2.00%	https://www.varsitytutors.com/	0
Varuna Tech, Inc.	2.00%		
Vasion	2.00%	www.vasion.com	Vasion's PrinterLogic solution enables IT professionals to eliminate print

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
Vast Data Federal, Inc.	0.50%	https://vastdata.com/	VAST provides All Flash performance which allows our customers to
Vcinity, Inc.	2.00%	http://www.vcinity.io/	Developer of a multi-cloud data access software intended to allow users to
VDURA, Inc.	2.00%	https://www.vdura.com/	The VDURA Data Platform rewrites the rules for data storage and
Vectara, Inc.	2.00%	https://vectara.com	Vectara is The Trusted Generative AI Platform for Enterprise Applications.
Vectra AI, Inc	2.00%	https://www.vectra.ai/	From our founding in 2011, our mission has been simple — help make the
Veeam Software Corporation	2.50%	http://www.veeam.com/	Veeam® is the leader in backup, recovery and data management solutions
Vehicle Tracking Solutions	2.00%		
Vehicle Tracking Solutions LLC dba IntelliShift	2.00%	https://vehicletracking.com/	IntelliShift is a solution provider that delivers one place for fleet, safety, and
Velosimo, Inc.	2.00%	https://www.velosimo.com	Velosimo provides modern No-Code | Low-Code Cloud Application
Venafi	7.00%		
Venngage, Inc.	2.00%	https://venngage.com/	Accessible Graphic Design Software
Veracode	2.63%		
Verato, Inc.	2.00%	www.verato.com	Verato's platform enables a complete and trusted 360-degree view of
VerbaAI, LLC	2.00%	verbaai.org	VerbaAI is a dual-use intelligence platform that equips defense and
Verdiem	0.95%		
Verge Technologies, Inc.	2.00%	vergetech.cloud	IT Software Company
Verisys	0.00%		
Veritas	2.00%		
Veritone, Inc.	2.00%		
Verizon Connect Fleet USA LLC	2.00%	https://www.verizonconnect.com/	Verizon Connect is a leading cloud-based fleet management platform
Verkada, Inc.	2.00%	http://www.verkada.com	Verkada brings the ease of use that consumer security solutions provide, to
Versa Networks, Inc.	2.00%	https://versa-networks.com/	Versa is unique among SASE vendors, providing an end-to-end solution
Versaterm Public Safety, Inc.	2.00%	https://www.versaterm.com/	Formed in 1977, we have built an end-to-end ecosystem that will enhance
Vertiv	2.00%		
Vexcel Corporation	2.00%	www.vexceldata.com	The Vexcel Data Program (VDP), launched in 2018, serves to provide
Veza Technologies, Inc.	2.00%	https://veza.com/	Veza is the leading Identity Security Posture Management (ISPM)
Via Science, Inc.	2.00%	https://www.solvewithvia.com/	Web3 solutions that protect data against theft, misuse, and manipulation
Vibronyx, Inc.	2.00%	www.vibronyx.com	As a Digital Transformation technology and analytics services company,
VicOne Corporation	2.00%	https://vicone.com/	VicOne Corporation, a Trend Micro subsidiary, is a global automotive
VidCruiter Inc.	2.00%	https://vidcruiter.com/	VidCruiter is a leading provider of advanced recruitment software, helping
Viewfinity	14.08%		
ViitorCloud USA INC	2.00%	https://everycred.com/	EveryCRED is a Verifiable credentialing platform that enables
Vimeo	0.50%		
Vintra	0.50%		
VIQ Solutions	2.00%	www.viqsolutions.com	VIQ Solutions is a leading provider of cloud-based transcription workflow
VirgilHR, Inc.	2.00%	www.virgilhr.com	Get HR Complaince Answers Instantly. VirgilHR provides Global HR
Virnect Co., LTD	2.00%	virnect.io	XR, AR, VR & AI No-Code Software Developer from South Korea,
Virtru	1.02%		
Virtual Forge Inc.	2.00%		
Virtual Instruments Corporation, d/b/a Virtana	2.00%	www.virtana.com	The deepest and broadest observability platform
Virtual Investigation Platforms LLC	2.00%	www.investigation-tech.com	Virtual Investigation Platforms is a company that provides the most
Virtual Project Manager, LLC	2.00%	www.virtual-pm.com	Project/Construction Management cloud-based software for public
Virtualdojo, LLC	2.00%	www.virtualdojo.com	Virtual Dojo is an AI-powered CRM and platform specifically designed for
VirtualZ Computing Corporation	2.00%	https://virtualzcomputing.com/	VirtualZ Computing is a privately held, woman-founded, woman-led
Virtuestream	1.02%		
Virtus Public Services, LLC	2.00%	www.thevirtussolution.com	Beacon is Virtus's AI-driven decision intelligence platform built to
Vision Genesis	1.02%		
Vision Point Systems, Inc.	2.00%	https://www.visionpointsystems.com	VPS Provides Professional Services and Software Solutions for
Vision33 Inc.	2.00%	http://www.vision33.com	Vision33 is a global IT services provider offering ERP implementation,
Vision-e	0.50%		
Visium Analytics, LLC	0.50%		
VisualVault, LLC	2.00%	visualvault.com	VisualVault is a highly-configurable, cloud-based content services platform
Vivi LLC	0.50%		
Vivid-Hosting, LLC	2.00%	https://www.vivid-hosting.net	Providing unique intelligence value for the intelligence community, federal
VLogic Systems, Inc.	2.00%	https://www.vlogicsystems.com/	Vlogic Systems is an IWMS software to help customers with their space
VMRay, Inc.	2.00%	www.vmray.com	Theat Detection and Analysis Platform (Next Gen Malware Sandbox) that
VMware Inc.	2.00%		
VoiceBrain, Inc.	2.00%	voicebrain.ai	VoiceBrain is an AI platform that analyzes live operational voice
Voltron Data, Inc.	2.00%	https://voltrondata.com/	Voltron Data accelerates enterprise data analytics with Theseus, a GPU-
Vonar.ai, Inc.	2.00%	https://vonar.ai/	Vonar.ai delivers secure voice-AI automation for government and regulated
VRFY Solutions Group USA Corp.	2.00%	www.vrfyinc.com	VRFY provides secure, accurate, and efficient, human-in-the-loop, AI-
Vulcan Technologies, Inc.	2.00%	https://vulcan-tech.com/	AI-enabled government technology firm. Vulcan flagship legal and
VulnCheck, Inc.	2.00%	https://vulncheck.com/	VulnCheck is an Exploit and Vulnerability Intelligence platform delivering
W-2 Marketing LLC dba Spring & Forge	2.00%	https://www.springandforge.io/	They are a marketing services company that specializes in demand
Walacor Corporation	2.00%	www.walacor.com	Walacor software is the most secure data platform and includes record-
WalkMe	0.50%		
Wapack Labs Corporation, dba Red Sky Alliance Corp.	2.00%	https://www.redskyalliance.com	Red Sky® Alliance Corp. (formerly known as Wapack Labs Corp.) is a
Wasabi Technologies, Inc.	2.00%	https://wasabi.com/about/	Wasabi is on a mission to store all the world's data by making data storage
Washington Abstract, Inc.	2.00%	https://www.abstract.us/	Abstract is an AI company focused on distilling complex text documents
Waterfall Security Solutions, LTD	2.00%	https://waterfall-security.com/	Waterfall Security Solutions is the global leader in industrial cybersecurity,
Wavestrong, Inc.	2.00%	https://wavestrong.com/	Founded in 2001, Wavestrong is an industry leader in enterprise and cloud
WellSky Human & Social Services Corporation	3.00%		
West Publishing Corporation	2.00%	https://www.thomsonreuters.com/en.html	0
Whale BV	2.00%	www.usewhale.io	AI SOP (standard operating procedure) & Process Documentation SaaS
Whistic, Inc.	2.00%	https: //www.whistic.com/	Whistic is a vendor security network that automates vendor assessments,

Manufacturer	Discount off List	Website	Description and Alignment with Scope of the RFP
WhiteCanyon Software	2.03%		
WhiteHawk CEC Inc.	2.00%	http://www.whitehawk.com	WhiteHawk, Inc., is an online Cybersecurity Exchange based on a platform
WhoMeta, Inc.	2.00%	www.whometa.io	WhoMeta Inc. delivers an integrated suite of enterprise-grade technologies
WHOOP, Inc.	2.00%	https://www.whoop.com/us/en/	The company's mission is to unlock human performance by providing users
Wickr	2.00%		
Willow Technologies, LLC	2.00%	https://willowinc.com/	Willow is a tech company that builds AI-driven digital twin software for
Wilmac Business Equipment Co. Inc. dba Wilmac Technologies	2.00%	www.wilmactech.com	Wilmac Continuity WFM is the first AI-powered workforce management
Windsor Solutions, Inc.	2.00%	https://www.windsorsolutions.com	Windsor's nVIRO platform helps environmental regulatory agencies unify
WinMagic Corp.	2.00%	www.winmagic.com	WinMagic is a leading developer of cybersecurity solutions that, over the
Winn Solutions, LLC	2.00%	www.winnsolutions.com	WITS is a barcode & RFID tracking solution designed to create a chain of
WinPure, LLC	2.00%	www.winpure.com	WinPure is the world's only true no-code, all-in-one data quality and data
WipeOS LLC	2.00%	https://wipeos.com/	IT Asset Disposition goes hand-in-hand with data security and reporting.
Wipfli Advisory LLC	2.00%	https://www.compliancepoint.com/	CompliancePoint solves for risk associated with sensitive information
WireSpring Technologies, Inc.	3.00%	https://www.wirespring.com/	WireSpring provides a complete software platform for designing and
WithSecure	2.00%	https://www.withsecure.com/en/home	Protect clients and grow your business with WithSecure. European-built
WitnessAI, Inc.	2.00%	https://witness.ai/	WitnessAI enables safe and effective adoption of governmental agency AI,
Wiz, Inc.	2.00%	https://www.wiz.io/	Wiz continuously prioritizes critical risks based on a deep cloud analysis
Wolters Kluwer	0.50%		
Wonderschool, Inc	2.00%	https://corp.wonderschool.com/?	At Wonderschool (www.wonderschool.com) our mission is to ensure every
Woolpert, Inc.	2.00%	www.woolpert.com	Woolpert is a premier architecture, engineering, geospatial (AEG), and
Workera Corp.	2.00%	https://workera.ai/	Workera pioneers skills technology, aligning business needs with verified
Workiva, Inc.	2.00%	https://www.workiva.com/	Workiva connects your teams and processes to simplify work.
WORKOTTER INC. DBA PRISM PPM	2.00%	prismppm.com	Prism PPM (formerly WorkOtter) was founded in 1998 to fill the need for
Workshare Technology	2.00%		
World Services US, Inc.	2.00%	mcsaatchiworldservices.com	M&C Saatchi is the world's largest independent communications network
WorldTech IT, LLC	2.00%	https://wtit.com	WorldTech IT specializes in designing and supporting environments with
WPI Services	0.01%		
Wrap Technologies, Inc.	2.00%	Wrap.com	Wrap Technologies (NASDAQ: WRAP) is a global public safety
Writesea Group, Inc.	2.00%	https://writesea.com/	They are an AI-powered platform that helps people with job searching by
WSD Digital, LLC d/b/a ReFrame Solutions	2.00%	https://reframesolutions.com/	ReFrame offers collaborative partnership - from initial outreach, to
Wyvern Incorporated	2.00%	https://wyvern.space/	Wyvern provides high-resolution, hyperspectral, satellite based earth
WyvernIQ	2.00%	https://wyverniq.com	WyvernIQ is an AI-powered platform that transforms fragmented security
x Matters	7.06%		
Xaqt	0.50%		
XBOW USA Inc.	2.00%	https://www.xbow.com/	By emulating the creativity and adaptability of human testers, XBOW's
Xceedium Inc.	0.01%		
XeoMatrix, Inc.	2.00%	www.xeomatrix.com	Consulting firm that specializes in data warehousing and data analytics
XM Cyber, Inc.	2.00%	www.xmcyber.com	XM Cyber is a cybersecurity company that changes the way organizations
XQ Message, Inc.	2.00%	https://xqmsg.co/	XQ Message is a leading Zero Trust data platform providing distributed
Xtract One Technologies Inc	2.00%	https://xtractone.com/	Manufacturer of touchless weapons detection systems.
xXsigo Systems	4.39%		
YakChat Ltd.	2.00%	http://yakabod.com	YakChat provides compliant omnichannel messaging for government and
Yakshna Solutions, Inc.	2.00%	http://www.testwheel.com/	TestWheel is an AI-powered, no-code platform that delivers fast, end-to-
Yansa Labs	0.50%		
Yext, Inc.	0.50%		
YouScience, LLC	2.00%	https://www.youscience.com/	You Science focuses on helping students discover their aptitudes and
Yubico, Inc.	2.00%	https://www.yubico.com/	The YubiKey is a hardware authentication device manufactured by Yubico
YuJa, Inc.	2.00%	https://www.yuja.com/	YuJa is a leader in cloud platforms and applications for regulated sector
Yurts Technologies, Inc. dba Yurts AI	2.00%	www.yurts.ai	Born out of working with the Department of Defense, Yurts is a secure and
Zammo, Inc.	0.50%	https://zammo.ai/	SaaS solution allowing businesses to create and deploy conversational AI
Zappix, Inc.	2.00%	www.zappix.com	Zappix is an AI-powered Digital Engagement Platform that modernizes
Zebra Technologies International, LLC	2.00%	https://www.zebra.com/us/en.html	Zebra (NASDAQ: ZBRA) empowers organizations to thrive in the on-
ZenCity	0.50%		
ZenGRC, Inc.	2.00%	zengrc.com	ZenGRC is a leading SaaS provider of integrated governance, risk, and
Zenity, Inc.	2.00%	https://zenity.io/	Zenity uses behavioral analysis to ensure AI agents don't sprawl into
ZenLedger, Inc.	2.00%	https://www.zenledger.io/	ZenLedger provides in-depth financial and blockchain analytics for
Zensai	2.00%	www.zensai.com	Learning management (LMS), performance tracking, and employee
Zensors, Inc.	2.00%	www.zensors.com	Zensors builds foundation AI models designed for complex data in mission
Zentera Systems, Inc.	2.00%	www.zentera.net	Zentera is a pioneer of innovative overlay Zero Trust solutions that protect
ZeroEyes, Inc.	2.00%	https://zeroeyes.com/	ZeroEyes is an innovative AI technology company specializing in real-time
ZeroFox, Inc.	2.00%	https://www.zerofox.com/	ZeroFox delivers proactive external cybersecurity to outfox the adversary
ZeroTouch.ai	2.00%	https://www.zerotouch.ai/	Zerotouch.ai is the first automation-driven Unified Endpoint Management
Zigguratum, Inc.	2.00%	www.ziggiz.ai	ziggiz is a data automation and intelligence platform that consolidates,
Zignal Labs, Inc.	2.00%	zignallabs.com	Founded in 2011, Zignal has realized the massive potential of turning
Zillion Technologies, Inc.	2.00%	https://zilliontechnologies.com	Zillion's advanced AI, machine learning, NLP, and deep learning help
Zimbra	3.00%		
Zimperium, Inc.	0.50%		
ZipHQ, Inc	2.00%	www.ziphq.com	ZipHQ operates as an agentic procurement orchestration platform that
Zoho Corporation	2.00%	https://www.zoho.com	Zoho offers smart software to help you grow your business. With over 100
Zonar Systems, Inc.	2.00%	https://www.zonar.com/	Fleet management technology for small to mid-sized businesses, enterprise
Zoobean, Inc.	2.00%	https://www.beanstack.com/	Beanstack helps public and school libraries effortlessly facilitate reading
Zoom	1.00%		
Zscaler	2.00%		

Exhibit III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Detail by FEI/EIN Number

Foreign Profit Corporation
CARAHSOFT TECHNOLOGY CORP.

Filing Information

Document Number	F09000000081
FEI/EIN Number	52-2189693
Date Filed	01/05/2009
State	MD
Status	ACTIVE

Principal Address

11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Changed: 01/06/2025

Mailing Address

11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Changed: 01/06/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 11/28/2011

Address Changed: 11/28/2011

Officer/Director Detail

Name & Address

Title President

Abod, Craig P.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Title Treasurer

Woods, Karina
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Title Secretary

Szczepanek, Jillian
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Title Director

Bender, Colby
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Title Authorized Person

Sumner, Madison E.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2025	01/06/2025
2026	01/25/2026

01/25/2026 -- ANNUAL REPORT	View image in PDF format
01/06/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
03/21/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
06/04/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
01/31/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
05/13/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/22/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
11/28/2011 -- Reg. Agent Change	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
03/10/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mo Pierre-Louis, Director of Information Technology
IT Department

ITEM #: 4.H. **C #:** 26253

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC" under the terms of the Cobb County, Georgia Contract No. 23-6692-02 and State of Florida Alternate Contract Source No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services; and providing an effective date.

BACKGROUND INFORMATION:
Each year, various City Departments need to purchase non-capital computer hardware, software, and related items to support the City's technical operations. There are four main vendors that provide the necessary selection of compatible technology product solutions and related services to meet the City's requirements: Carahsoft Technology Corp., CDW Government LLC, SHI International Corp., and Insight Public Sector, Inc. This agenda item addresses CDW Government LLC and Cooperative Agreements for the other vendors have previously been presented or will be presented under separate agenda items to City Commission.

After competitive procurement, OMNIA Partners, Public Sector through lead agency, Cobb County, Georgia awarded Contract No. 23-6692-02 for the purchase of Technology Product Solutions and Related Services to CDW Government LLC. The State of Florida executed Participating Addendum Agreement No. 43210000-23-OMNIA-ACS to utilize this contract with terms and conditions that are favorable to Florida agencies. the best overall supplier government pricing for a wide range of products, by combining the cooperative purchasing power of many governmental agencies Statewide. The Master Contract will be effective until April 30, 2028.

Since 2018, the City of Sunrise has made 210 purchases from CDW Government LLC. and their performance has been favorable, with work completed on schedule and within budget.

The City's total annual estimated spend through CDW Government LLC is $300,000.00.

City Commission approval is requested to enter into Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC for technology product solutions and related services, as needed.

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

FUNDING INFORMATION:
Various Departmental Budget Accounts

$300,000.00 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2026/2027
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:
ATY Resolution - C26253
Cooperative Agreement No. 26-31-07-HR
Sunbiz

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 26-31-07-HR BETWEEN THE CITY OF SUNRISE AND CDW GOVERNMENT LLC" UNDER THE TERMS OF COBB COUNTY, GEORGIA, CONTRACT NO. 23-6692-02 AND STATE OF FLORIDA ALTERNATE CONTRACT SOURCE (ACS) NO. 43210000-23-OMNIA-ACS FOR TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after competitive procurement, Cobb County, Georgia, on behalf of OMNIA Partners, Public Sector, a cooperative purchasing program, awarded Contract No. 23-6692-02 to CDW Government LLC (CDW) for Technology Product Solutions and Related Services (Master Agreement), effective May 1, 2023 through April 30, 2028; and

WHEREAS, the State of Florida Department of Management Services, utilizing the Master Agreement, entered into Alternate Contract Source No. 43210000-23-OMNIA-ACS with CDW for Technology Products, Solutions and Related Services (ACS Contract), effective October 10, 2023 through April 30, 2028; and

WHEREAS, the City has previously utilized CDW for technology product solutions and related services and desires to purchase additional product solutions and services from CDW utilizing the Master Agreement and the ACS Contract.

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

Section 1. "Cooperative Agreement No. 26-31-07-HR between the City of Sunrise and CDW Government LLC" (Agreement) under the terms of Cobb County, Georgia, Contract No. 23-6692-02 and State of Florida Alternate Contract Source No. 43210000-23-OMNIA-ACS for Technology Product Solutions and Related Services, is hereby approved in an amount not to exceed the FY 2026-2027 approved budgeted funds, with subsequent years' expenditures subject to budget approval. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Procurement Manager or designee is hereby authorized to approve purchases under the Agreement not exceeding $50,000 for any single purchase. City Commission approval is required for any purchase exceeding $50,000.

Section 3. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 4. The Procurement Manager is hereby authorized to execute the Agreement and to take all necessary action for the full performance of the Agreement.

Section 5. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 26-31-07-HR
BETWEEN THE CITY OF SUNRISE
AND CDW GOVERNMENT LLC

This Cooperative Agreement No. 26-31-07-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and CDW Government LLC an Illinois corporation, authorized to do business in the State of Florida (Contractor) this ___ day of _____, 20___.

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

1. After competitive procurement, OMNIA Partners, Public Sector (OMNIA) through the Cobb County, Georgia (Awarding Entity) awarded Contractor Contract No. 23-6692-02 (Contract) for Technology Product Solutions and Related Services effective May 1, 2023 and OMNIA Participating Addendum was executed by the State of Florida under Agreement No. 43210000-23-OMNIA-ACS effective October 10, 2023. A copy of the Contract is attached hereto as Exhibit I. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through April 30, 2028. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

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

Contractor shall submit invoices to:

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

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

specify the deficiency and the action necessary to make the payment request or invoice proper.

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

If to Contractor, to: Nelson Narciso
CDW Government LLC
625 W. Adams St.
Chicago, IL 60661
312-547-3387
nelsnar@cdwg.com

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

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

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

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

☒ **b. <u>Insurance Requirements</u>**. This provision shall supersede and replace Section 7 of the Contract and Section 6 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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

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

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

<u>Worker's Compensation Insurance & Employers Liability</u>. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

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

<u>Certificate(s) of Insurance</u>. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by

Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, FL 33351
purchasing@sunrisefl.gov

Copy to:

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

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

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

☒ **c. Indemnification.** This provision shall supersede and replace Section 7.5 of the Contract and Section 6.3 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to

participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

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

☒ **h. Scrutinized Companies**

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

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

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

☒ **i. <u>Public Entity Crimes</u>.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

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

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

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

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

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

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

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

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

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

☒ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public

entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

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

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

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

6. Additional Provisions:

_____

_____

_____

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

CDW GOVERNMENT LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-OMNIA-ACS
Contract Name: Technology Products, Solutions and Related Services

This Contract Amendment No. 1 ("Amendment") to Contract No. 43210000-23-OMNIA-ACS ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **CDW Government LLC** ("Contractor"), with its principal place of business located at 230 North Milwaukee Avenue, Vernon Hills, IL 60061; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on October 10, 2023, for the provision of Technology Products, Solutions and Related Services;

WHEREAS the Master Contract was renewed for a period of two (2) years, with a new Master Contract expiration date of April 30, 2028;

WHEREAS the Term Contract provides for two (2) years of renewals in Exhibit B, Special Contract Conditions, subsection 2.2, Renewal;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit A, Additional Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.

a. All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

b. Term Contract **Exhibit A,** Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

c. Term Contract **Exhibit B,** Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein. All references in the Term Contract to Exhibit B, Special Contract Conditions are hereby amended to refer to Exhibit B, Enterprise Standard Terms and Conditions.

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CONTRACT AMENDMENT NO.: 1
Contract No.: 43210000-23-OMNIA-ACS
Contract Name: Technology Products, Solutions and Related Services

II. Contract Renewal. The Term Contract is renewed for a period of two (2) years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of April 30, 2028**.**

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Tom Berger 4810BB8123514E1...

Name: Tom Berger
Title: Interim Secretary
Date: 4/17/2026 | 4:11 PM EDT

Contractor:
CDW Government LLC

By: Signed by: Anup Sreedharan 11554A0EA2574F3...

Name: Anup Sreedharan
Title: Sr. Manager, Program Sales
Date: 4/15/2026 | 5:23 PM EDT

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Department of MANAGEMENT SERVICES
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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

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

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider

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the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the close of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

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EXHIBIT B

Department of
MANAGEMENT
SERVICES
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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

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3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer 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.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term 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 Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

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

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

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6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. 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 Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department 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 has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **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, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar 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 (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

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Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

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

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

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

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

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

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U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

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Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

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subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

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

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

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Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

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

i. Keep and maintain public records required by the Department to perform the service.

ii. 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.

iii. 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 Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term 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 Term 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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

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12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

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upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

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- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

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1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

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SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **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.

17.2 **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 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.

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Alternate Contract Source (ACS)
No. 43210000-23-OMNIA-ACS
For
Technology Product Solutions and Related Services

This Alternate Contract Source No. 43210000-23-OMNIA-ACS (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and CDW Government LLC (Contractor), located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, Cobb County, Georgia competitively procured Technology Product Solutions and Related Services and executed Contract No. 23-6692-02, Technology Product Solutions and Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The Master Contract became effective May 1, 2023, and its term currently ends on April 30, 2026. The Master Contract has two one-year renewals available. The Contract will become effective on October 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on April 30, 2026, unless terminated earlier or renewed in accordance with Exhibit A, Special Contract Conditions.

2. **Scope.**

   This Contract includes the entire scope of the products and services available through the Master Contract, for which the Contractor is acting as a reseller for the software and services provided by the applicable software publishers.

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2.1. Terms of Use.

The use of software purchased under this Contract will be governed by the Publisher's standard end user license agreement, unless otherwise negotiated by the Customer.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the mutually agreed upon terms and conditions included in any contract or purchase order issued pursuant to this Contract. Pricing reflected in Exhibit C: Price Sheet is inclusive of all fees.

5. Primary Contacts.

Department's Contract Manager:
Jamie Davis
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487-9847

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Email: Jamie.Davis@dms.fl.gov

Contractor's Contract Manager:
Nelson Narciso
CDW Government LLC
625 W. Adams St.
Chicago, IL 60661
312-547-3387
nelsnar@cdwg.com

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

CDW GOVERNMENT LLC

DocuSigned by:
Dario Bertocchi
FA3C05913ED7462...

Dario Bertocchi VP Contracting operations

10/6/2023 | 5:58 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...

Pedro Allende, Secretary

10/10/2023 | 1:37 PM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

D. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site.

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Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

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

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

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

E. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department’s Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department’s Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the

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Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

F. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings, which may be attended remotely by the Contractor. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

H. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. 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.

Additional Special Contract Conditions (approved by State Purchasing, 7/25/2023)

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3.4 Purchase Order.

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

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

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

Additional Special Contract Conditions (approved by State Purchasing, 7/25/2023)

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Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract not resolved by mutual agreement of the Customer and Contractor shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department. Nothing contained herein will eliminate Contractor's ability to seek legal remedies following utilization of the dispute resolution process set forth herein.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Customer may require the Contractor to furnish, without additional cost to the Customer, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Customer shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third-party fines, claims, assessments, suits, judgements, or damages, including consequential, special, indirect, and punitive damages, including court costs and related attorney's fees, directly caused by the gross negligence or willful misconduct of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

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7.6 Limitation of Liability.
Contractor's first party liability arising from or related to the Contract is limited to the 2 (two) times the purchase price of the specific purchase giving rise to the claim.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

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8.4.2 Patentable Inventions or Discoveries.
If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract specifically for the Customer, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract specifically for the Customer.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency pertaining to the delivery of services that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.3.2 Liquidated Damages.
The Customer and the Contractor may negotiate terms of liquidated damages at the point of purchase in an applicable Statement of Work related to how the Contractor's delayed performance in the delivery of services will damage the Customer, but by their nature such damages are difficult to ascertain. Accordingly, the negotiated liquidated damages provisions will apply to services when negotiated in an applicable Statement of Work. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor’s reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay within ten (10) calendar days after the cause that created or will create the delay was discovered by the Contractor. The foregoing will constitute the Contractor’s sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

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12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

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

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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

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SECTION 1. DEFINITION.

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

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

SECTION 2. CONTRACT TERM AND TERMINATION.

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

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

2.3 Suspension of Work and Termination.

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

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

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

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

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SECTION 3. PAYMENT AND FEES.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. CONTRACT MANAGEMENT.

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

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

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

Department's Contract Manager Name

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

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

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

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

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

4.5 Diversity.

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

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

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

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

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

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

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

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

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

5.3 Department of State Registration.

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

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

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

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

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

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

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

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

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

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

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

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

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

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

Cobb County

Contract # 23-6692-02

for

Technology Product Solutions and Related Services

with

CDW Government

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and CDW Government effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Authorized Signature

VP Contracting OPS
Title

04/18/2023
Date

FEDERAL TAX ID NUMBER
36-4230110

Approved as to form

County Attorney's Office

April 25, 2023
Date

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Cover Letter [RFP 5.1]

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

See following page for our signed cover letter.

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10/13/2022, at 12 pm EST

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-free: 800.808.4239
cdwg.com/PeopleWhoGetIT

Cobb County Purchasing
122 Waddell Street NE
Marietta, Georgia, 30060

RE: CDW Government LLC's Response to Cobb County Purchasing's Technology Product Solutions and Related Services

Dear Evaluation Committee,

CDW Government (CDW•G) understands the objective of this RFP is for Cobb County and OMNIA Partners to enter a contract with a provider that can provide an extensive catalog of Technology Product Solutions and Related Services.

CDW•G was founded in 1998 and CDW was founded in 1984. Proposed here is CDW•G's complete catalog of IT products and services partners. These offerings feature three key differentiators that showcase why we are the best choice for Cobb County and OMNIA Partners:

- **CDW•G has extensive experience with multiple OMNIA Partners members**. We have multiple ongoing OMNIA contracts including Total Cloud Solutions - Region 4 ESC and OMNIA Information Technology Solutions, Products, and Services - City of Mesa, Arizona. CDW•G is uniquely positioned to successfully meet the needs of Cobb County and OMNIA Partners.
- **We are a national organization with a local focus.** CDW•G's national network of account managers has nurtured long-standing local relationships with Cobb County and OMNIA Partners Participating Entities across the county. This locally-focused customer strategy lines up with OMNIA's dedication to creating sustainable infrastructure at a local level to assist agencies with solving their mission critical challenges most effectively.
- **IT solutions are dynamic, as is CDW•G**. Our skilled consulting resources successfully architect and implement quality IT solutions that fit the needs of our customers. Throughout this proposal, customer success stories are highlighted to demonstrate CDW•G's proven proficiency in tailor-made IT solutions.

Additionally, our expertise is evidenced by our relationship with Cobb County and OMNIA Partners, and through our partnerships with leading industry manufacturers.

Should you have any questions regarding our response, please contact Eric Moore, Proposal Specialist, State and Local Government, at (765) 749-9981 or via email at eric.moore@cdwg.com. Joshua Greene, Senior Manager, Contract Negotiation will be the primary point of contract during negotiation. He has authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of CDW•G. He can be reached at 317-569-4211 or at joshgree@cdw.com. CDW•G looks forward to continued collaboration with both Cobb County and OMNIA Partners on the Technology Product Solutions and Related Services contract.

Sincerely,
David C Hutchins

David Hutchins, VP Strategic Programs
CDW Government LLC

Executive Summary [RFP 5.2]

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Aligned with OMNIA Partners, Cobb County seeks to establish an IT sourcing vehicle to facilitate the full range of solutions required to meet the varied needs of eligible Public Sector entities. At CDW•G, we realize the quick-paced, ever-evolving nature of technology creates complexity for State, Local, and Education entities, as well as the contract structure required to support these solutions.

Our Public Sector and technology expertise, history of success with OMNIA partners, and commitment to our customers combine to create a dynamic and relevant offering. We are uniquely positioned to deliver a comprehensive contracting solution - one that simplifies buying and removes the complexity of developing and implementing IT solutions.

An Established Partnership: OMNIA Partners & CDW•G

For well over a decade, we've had the privilege of collaborating with OMNIA Partners to better aid our mutual public sector customers. Throughout this time, we've served over 8,000 customers across all 50 States within State, Local, and Education segments – demonstrating consistent increases in utilization and user expansion year after year. In fact, CDW•G is one of the largest technology solutions providers within the OMNIA Partners Contract Portfolio. With this established foundation, we can equip Cobb County to achieve accelerated awareness and adoption for any resulting agreement.

Public Sector Expertise with National Reach

We realize a true solutions provider must go beyond fulfilment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Sales Organization. Our account management teams specialize by geographic region and customer vertical (K-12, Hi Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement. This coverage model enables immediate customer reach and awareness for any resulting agreements, fostering a seamless contract launch and adoption.

Solution Specialists. Technology no longer simply supports operations. Rather, it offers paths to innovation and efficiency. However, to leverage this potential, members require experienced advisors and subject matter experts. In essence, members need a vendor who can help them navigate their options and select the solution that can bring their mission to life. With our customers' missions in mind, we've strategically invested to integrate these vertical-specific solutions specialists into our organization.

Education. CDW•G is now among the largest education technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. We employ Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment, as well as a team of K–12 Education Strategists comprising former educators, principals, teachers of the year, chief technology officers and instructional technologists.

Public Safety. Over 16 years ago, CDW•G created a practice dedicated to solutions, services, and capabilities for public safety and first responder agencies and constituents, with far-

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reaching implications for personnel and the public alike. CDW•G's Public Safety Practice knowledge is anchored in hundreds of engagements across the US and has helped create unsurpassed technology know-how across the board, encompassing problem-solving skills, relationships with the industry's strongest partners and experience in best-practice solutions.

Driving Local Impact: Commitment to the Community

For more than 30 years, our company and its coworkers have contributed millions of dollars and thousands of volunteer hours to improve the communities where we live and work. We recognize the critical role that corporations can play in all aspects of the local community they serve. While many corporations and companies claim community involvement to be an objective (usually one to gain recognition), social responsibility is embedded into our culture and integral to our day-to-day activities.

Diversity, Equity, & Inclusion. At CDW•G, we embed diversity and inclusion into the fiber of everything that we do. We ensure that all stakeholders have the resources required to perform at their highest level. To us, our efforts toward equity extend well beyond our employees and our organization; it is a social must.

> ***Business Diversity Partners.*** CDW•G, not being a diverse prime, has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model with OMNIA Partners. This offers Partners access to all of the resources that we can offer while striving toward an equitable and inclusive society.

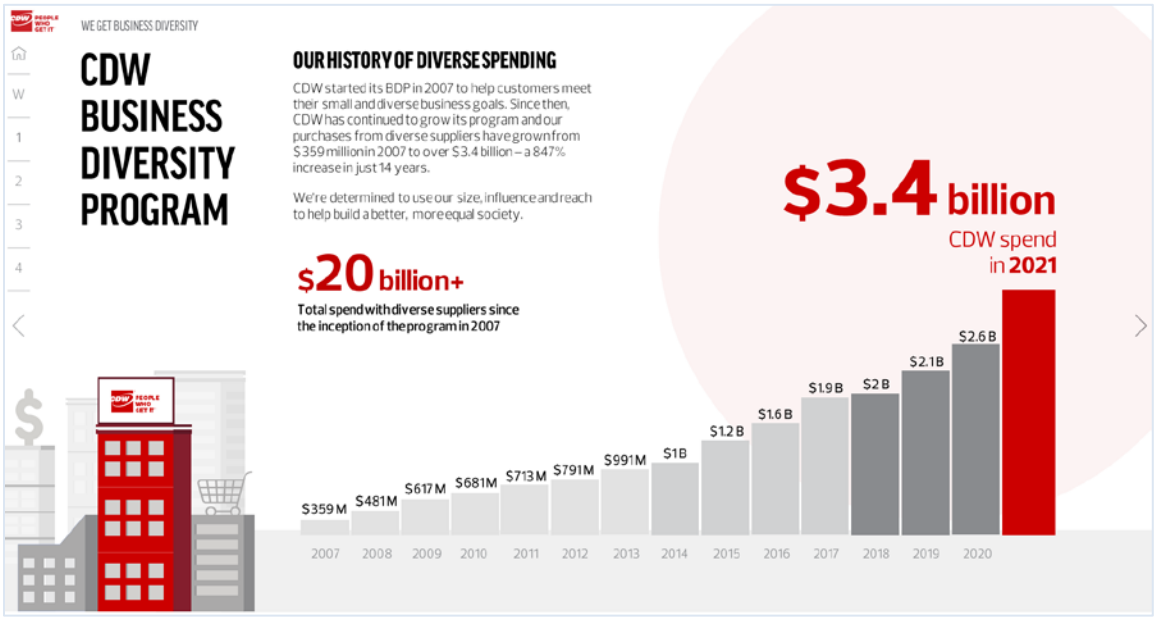

Figure 1: CDW•G Business Diversity Program

Sustainability. CDW•G has respect for the environment and there are many ways in which we act upon this value. These include seeking and receiving ISO 9001, 14001 and 28000 certifications for our distribution centers, which assures that operational aspects adhere to stringent quality standards and using the highest proportion of recycled materials allowed in our shipping containers. In our offices, we recycle paper and bottles, compost food waste and collect rainwater. Finally, our company and customers participate in the ReLeaf Program, which

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tracks paper usage and then enables tree planting. As a shared value, Cobb County and OMNIA Partners members can be confident in our commitment to sustainability.

Conclusion

We are excited at the prospect of our proposal to provide Cobb County and OMNIA Partners a comprehensive procurement solution. Through CDW•G's relentless focus, we can shepherd members through their IT journey while providing an unparalleled and authentic commitment to achieving their IT objectives now and into the future.

Summary of Contents of Proposal

Within this proposal, we have included all the required forms and responded to all questions. We have provided an Executive Summary here giving a high level overview of why CDW•G is well positioned for this response. Additionally, we have provided examples of our robust catalog in the following 13 categories:

- Virtualization
- Physical Security
- Communication
- Cloud
- Infrastructure
- Data Management
- Visual Communications
- UCC (Unified Communications and Collaboration)
- Broadcast Studio
- Law Enforcement
- Mobility
- Asset Management
- Data Protection
- Energy and Water Conservation
- Financial Services
- Success Story: IT as a Service
- Other Services and Solutions

We have thoroughly outlined our experience as well as our service capability on a national contract such as this. Included within our pricing section are the various catalog pricing and vast amount of services our company can offer Cobb County and OMNIA Partners. We have shown our financial capability and strength through our Financial Liquidity Ratios as well as explanation of our financially stability. We have provided a thorough response to the National Contract Attachment A section, including our Supplier Response to Company, Distribution and Logistics, and Marketing and Sales Section. We have included a Sample SoW that would be custome built for any service engagements under this contract as well as all Affirmative Action Evidence and signed Addendums. We respectively have included our Proposed Exceptions to this contract we wish to negotiate with Cobb County and OMNIA Partners.

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Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

Below is an organization chart for Cobb County's dedicated team.

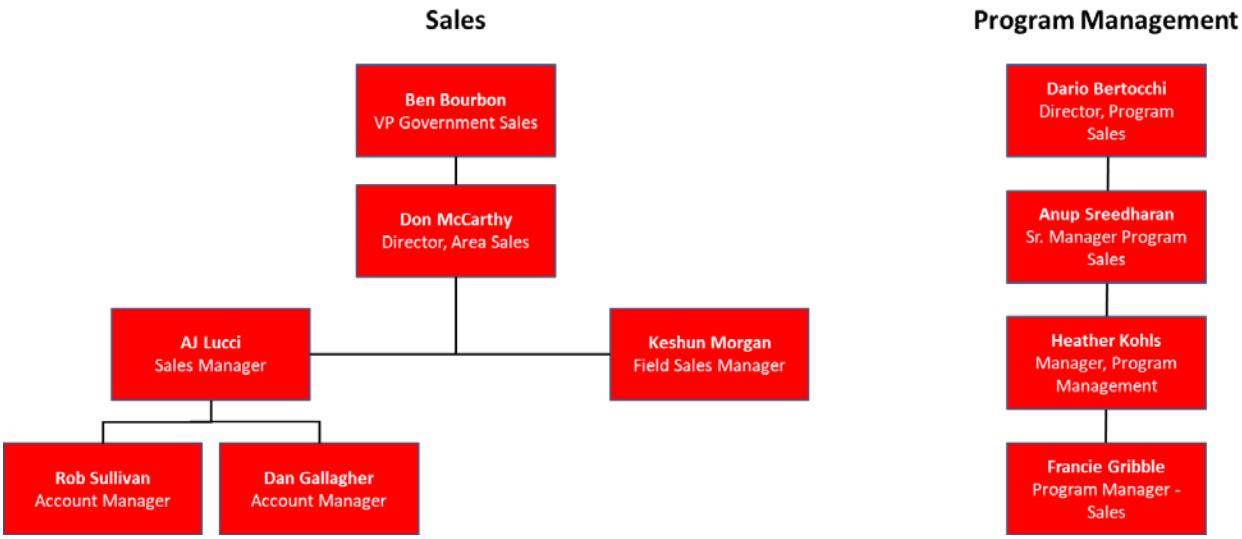

Figure 2: CDW•G Cobb County/OMNIA Organization Chart

Sales

Ben Bourbon



Ben Bourbon is vice president of Federal sales for CDW Government (CDW-G), a wholly owned subsidiary of CDW and a leading provider of technology solutions to government, education and healthcare. Bourbon is responsible for the short- and long-term performance goals, strategic direction, business initiatives and talent development of the team serving Federal customers.

For the past 20 years, Bourbon has played an increasingly prominent and valuable role at CDW. He joined the company as an account manager in 1998 and quickly moved through the ranks. Since 2002, Bourbon has held several sales and field management positions within CDW-G and was promoted to director of Department of Defense sales in 2005, to vice president in 2012 and to his current position in 2017.

Bourbon earned a bachelor's degree in marketing from North Park University in Chicago and a master's degree in business administration from the University of Wisconsin-Madison.

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Don McCarthy



Don McCarthy is a business professional with extensive sales and marketing leadership experience in the B2B technology industry. Proven success in balancing operational efficiencies and business growth He has more than 20 years' progressive and stable experience with world-class, organization. Take pride in the ability to effectively combine corporate objectives and values with personal and professional goals and work ethics. Build and foster strategic business relationships with internal and external clients, maintaining customer satisfaction at all levels. Effective builder and manager of high performing teams.

Specialties include sales pipeline management, sales planning, territory management, lead generation, customer acquisition, sales enablement, marketing strategy & planning, project management, partner management, P&L management, campaign management and data analysis, increasing ROI, email analysis.

AJ Lucci



AJ Lucci is the State & Local Regional Manager for CDW Government for customers the Florida, Georgia, Tennessee & Alabama. Lucci is responsible for the region's Partner relationships, strategic direction, team development and overall performance. For more that 20 years Lucci has contributed in various roles in the Federal and State & Local as an Account Manager, Advanced Technology Account Executive, and his current Management role.

Lucci earned a Master of Business Administration (MBA) from Marquette University and a Bachelor of Science degree in Accounting, Business Administration from Carthage College.

Rob Sullivan



Robert Sullivan is the State and Local Executive Account Manager for CDW Government in the State of Georgia. For the last 12 years, Sullivan has been supporting State, County and City Agency's in Georgia. Sullivan is your dedicated account manager who is a single point of contact for all IT. During this time, he has effectively met the needs of his customers. From unified communications and data center optimization, to notebooks, software, services and more. Prior to coming CDW, Sullivan worked for the Village of New Lenox for 6 year as a Supervisor. Sullivan can relate to government budget and procurement policies from his time as government employee

Sullivan attended the University of Illinois Urbana-Champaign.

Dan Gallagher



Dan Gallagher is the Advanced Technology Account Executive for CDW Government covering state and local customers in the State of Georgia. Gallagher has worked with Georgia Government in various roles at CDW-G for over 18 years. In the ATAE role, Gallagher is responsible for bringing CDW-G's cybersecurity, cloud transformation, datacenter, and professional services practices to the government agencies throughout the state of Georgia. Gallagher works closely with technical, administrative, and contracting agencies in the State to facilitate strategic, transformational discussions in the interest of helping IT departments stay up to date on trends in the industry.

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Gallagher earned a Bachelor of Scient in Marketing from Northern Illinois University.

Keshun Morgan



Keshun Morgan is the State & Local Field Sales Manager for CDW Government for customers across the Southeast from Texas to Florida. With CDW•G for nearly 20 years, Morgan has held a variety of roles for DoD Network Solutions Architect, to his current role. Morgan has a unique aptitude for understanding the immediate needs of a customer and determining which solution set would be suit their current needs and long term goals. Morgan works closely with the rest of the account team, and Advanced Technology Account Executives to provide our customers a wealth of knowledge regarding the breadth of CDW•G's service portfolio. Morgan is based in Atlanta, GA.

Morgan earned a degree in Health Planning and Administration from the University of Illinois at Urbana-Champaign.

Program Management

Anup Sreedharan



Anup Sreedharan is an experienced leader with US Public & Commercial Sector-Federal, State & Local, K-12, Hi-Ed, E-rate & Commercial segments. He is skilled in Program & Contract management, Strategy, Regulatory Compliance, Negotiations, Proposals, Capture & Pricing.

Sreedharan is a Certified Contract Management Expert (CCME), CF APMP, Six Sigma Green Belt, Change Management certified, Professional in Human Resources (PHR) and is responsible for management, innovation and success of 37 coworkers, managing 1000+ contracts across Public Sector with billions ($) annual revenue under management. He is responsible for contract management & growth, M&A, dispute resolution, audits, relationship management, monitor regulatory impacts, performance management, pricing, commercial strategy, onboard new offerings into contract work stream, competency development, and all things contracts.

Sreedharan earned a Master of Business Administration (MBA) from the University of New Mexico and a Bachelor of Engineering, BE Computer Engineering from the University of Mumbai.

Heather Kohls



Heather Kohls is a senior executive with expertise in Public Sector Contracting, Civilian Agency Programs, Process Improvement and Sales Operations. She has proven success with program management including cradle to grave oversight on contracts, team program managers, and customer success support personnel. She currently manages the State and Local Program Management Team for CDW Government consisting of a staff of over a dozen CoWorkers.

Kohls earned her degrees in Business Marketing and Communications from North Central College, is a Certified CSM via the Scrum Alliance, and holds her AWS Cloud Practitioner Certification.

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Francie Gribble



Francie Gribble is a Program Manager for CDW Government's State and Local Government contracts. Francie has over 20 years of government and commercial contract management experience. Francie's extensive formal training began at the Yongsan Army Installation in Seoul, South Korea for the 411th Contracting Support Brigade and continued under the Army's Internship Program at Fort Eustis, Virginia where she completed the program as a Contract Specialist with the equivalent of over 80 credit hours in Department of Defense acquisition management and leadership courses. She managed cradle-to-grave contract processes for IT hardware and software, construction, services, and supply acquisitions. Francie served as Contract Administrator for Oak Ridge Associated Universities in Oak Ridge, Tennessee, and later as Contracts Manager for RELYANT Global, LLC, where she negotiated and managed all contracts and subcontracts within the continental US.

Gribble earned a Master of Business Administration (MBA) degree from Murray State University. She also has a Master's Certificate in Contract Management from George Washington University. She is a Certified Professional Contract Manager.

Segmentation of Teams

CDW•G customer teams are built from the ground up with clearly defined roles, responsibilities and escalation paths – all sharing a common goal of exceptional customer service and satisfaction. Dedicated account teams serve their customers with exemplary service and customer satisfaction across State agencies, local governments and municipalities; public and private school districts / K-12; and institutions of higher education. We have account teams across SLED entities in the US. This segmentation allows a singular focus for each team and delivers a customized measure of support specific to each customer. Our teams are responsible for quotes, orders, pre- and post-sales consultation, and issue resolution over the life of the contract.

Each segment is further broken down by region and supported by local offices across the country. This regional, state, and local focus gives dedicated CDW•G Account Managers the opportunity to:

- Form meaningful long-term relationships with customers;
- Intimately understand their requirements, budgets and user community; and,
- Proactively provide an exceptional customer experience.

State and Local Government CDW•G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural community. Each state has a dedicated team assigned to ensure that each agency feels heard with personalized customer service. For example, the State of Georgia team is comprised of **7 inside Account Managers, 1 Advanced Technology Account Executive, and 2 Sales Managers.**

K-12 (Public and Private School Districts) CDW•G is one of the largest K-12 technology solutions providers and is a trusted IT partner to more than 15,000 K-12 schools. Our education strategists and learning environment advisors are former educators, principals, professors, chief technology officers and instructional technologists focused on addressing the unique needs and requirements and partnership with the world's leading IT innovators. Our K-12 team includes

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regional managers, field account executives, solution architects, education strategists and dedicated account managers.

Higher Education CDW•G has approximately 225 coworkers across the U.S. dedicated to the higher education industry that understand the needs, challenges, and market best practices. We have 50+ student interns across college and university campuses that we train and develop for post-graduate career paths to thrive in the workplace. Our team has business relationships with approximately 3,000 colleges and universities, which allow us to understand challenges and map those to success. This combined experience allows us to provide colleges and universities across Georgia with custom higher education solutions along with managed services and full lifecycle support.

One clear advantage of the CDW•G approach is the opportunity for each account manager to be an expert within their sector, enabling them respond to the very specific needs of their customers which is especially impactful in these uncertain times.

- State and local account managers follow developing legislation and understand local procurement requirements and their ultimate impact on the ability to deliver robust solutions.
- Account managers in education understand the unique impact of the Family Educational Rights and Privacy Act (FERPA) and other privacy laws on technology solutions and services.
- Our healthcare account managers understand and incorporate the guidance of the Health Insurance Portability and Accountability Act (HIPAA) working with customers to define and implement robust IT solutions.

With **roughly 1,500 CDW•G coworkers,** supported by more than 7,500 coworkers throughout CDW, our segment and regional focus help ensure that our account teams are best prepared to support the local landscape in a way unmatched by other vendors.

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Company Background/Profile [RFP 5.3]

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Legal Name: CDW Government LLC
Address: 230 N. Milwaukee Ave, Vernon Hills IL 60061
Phone: 847-371-5800
Fax: 847-465-6800
Email: eric.moore@cdwg.com
Federal ID#: 36-4230110
Website Address: www.CDWG.com/PeopleWhoGetIT

b. Date business was established under current name.

1998 CDW•G | 1984 CDW LLC.

c. Size of company including the total number of employees.

CDW had nearly $21B in annual net sales with a Fortune rank of 166. With 14,600 coworkers across the organization, we have offices throughout the United States, Canada, and the UK ensuring our reach is global. We can serve customers in nearly ever corner of the globe. We have 28 U.S Sales offices.

d. Type of ownership or legal structure of business

Limited Liability Company; CDW•G is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation, a S Corp.

e. Has the company ever failed to complete work for which a contract was issued?

If yes, explain the circumstances.

CDW•G has not failed to complete work for which a contract was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

To the best of our knowledge, there are no civil or criminal actions pending against CDW•G or any key personnel listed in this offer. There are no known unresolved disputes or allegations.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

CDW•G has not been disqualified from working for any public entity.

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h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

There may be instances where additional agreements would need to be signed by a Participating Public Agency.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

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CDW•G Offering

CDW•G understands that Cobb County and Omnia Partners are interested in a number of services as detailed in the following sections CDW•G has extensive experience with designing and implementing the services outlined in your requirements. We understand that these services are critical to Cobb County in order to address your Technology Product Solutions and Related Services requirements.

In the following sections, you will find examples of what CDW•G can offer to Cobb County. As we maintain both a broad and deep portfolio of solutions and services, these examples show only a sample of what we can provide. We would be pleased to discuss with Cobb County the full range of services available for categories listed below.

Virtualization

Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

Virtualization and CDW•G

Virtualization solutions can deliver tremendous cost savings to Cobb County and OMNIA Partners. By virtualizing their server workload, your customers can significantly reduce capital expenditures for hardware, minimize their hardware footprint and save on energy expenses. Plus, virtualization will lower the time and money they put into the ongoing maintenance of their server infrastructure.

Some customers may be concerned about system performance in a virtualized environment. However, a CDW-designed solution takes into account processing, memory, storage and networking to ensure your clients' virtualized systems work as well as — or even better than — physical ones.

Benefits of virtualization include:

- Reduced capital and operating costs
- Centralized management
- Quickened disaster recovery
- Minimized downtime
- Increased hardware utilization and efficiency

CDW's dedicated virtualization team performs over 600 assessments a year. Our team is highly trained in Cisco, EMC, Microsoft and VMware solutions and can help customers design a solution that meets their specific objectives. We work with customers to assess their unique needs and then help them plan, design, implement and even manage a custom solution. We can also manage virtualization licensing to help your client remain compliant.

Our offerings include:

- Server virtualization software:
  - CDW works with the best server virtualization software vendors in the industry, and can vet options to meet your customer's specific goals.
- Storage virtualization software:
  - By extending virtualization to storage resources, your customer can transform their data center from deeply siloed operations to highly automated resources.

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- Network virtualization software:
  - This software allows your customer to manage their infrastructure.
- Assessments:
  - CDW can analyze your customer's unique environment and make recommendations for a virtualization solution that meets their specific goals.
- Professional and support services:
  - We help assess, implement and manage virtualization solutions to ensure your customers get the most return on their infrastructure investment.

Physical Security

Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

We Get Video Surveillance and Physical Security

Physical security solutions protect people, property and premises. Today's modern video surveillance systems enable your organization to do more than deter or catch the bad guy. Video surveillance can now help you keep an eye on operational processes and generate data insights about your business.

Video surveillance is the foundation of modern physical security systems. Integrated with access control, environmental sensors and analytics, you can better defend against threats to people and property and respond more quickly to incidents that do occur.

Enhanced video surveillance (EVS) and other physical security systems can deliver valuable capabilities beyond just security. CDW can help you find the security solution that mitigates risk and aids business objectives.

CDW•G can provide the following:

Video Surveillance

Upgrade your video surveillance system to a modern solution enhanced with analytics that detect incidents in real-time and generate searchable metadata from recorded video.

Access Control

Modernize your building security with IP-enabled door controllers, readers and credentials – all integrated with your video surveillance for complete situational awareness.

Environmental Security

Deploy IP-based sensors that extend physical security monitoring to detect chemicals, atmospheric conditions, audio, vibrations, thermal signatures and more.

Amplified Services

Deploy new cameras and sensors, configure video management systems, and integrate it all with access control, data analytics, mass notification and other systems.

Communications

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Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

In 1998, CDW•G realized the potential of unified communications through Voice over IP (VoIP) services and IP telephony solutions. We understood that the convergence of voice, video, and data on a single multi-service network meant reduced communications costs and higher productivity. Today we run our business offices and *Enterprise Command Center* (ECC) on Cisco's integrated Unified Communications architecture. We draw upon this first-hand, mission-critical operational experience when designing and installing our customers' converged network solutions. CDW•G has designed and installed over **one million VoIP and Cisco VoIP core network solutions** for our customers across our segments, many of which with at least 1,000 phones and end-users.

CDW•G has developed expertise in every aspect of Cisco's Collaboration business, including planning, network design, implementation, network management, and post-sales support. Our commitment to Collaboration solutions has enabled us to become the first Cisco partner worldwide to earn a Master Specialization in this field. CDW•G earned the Cisco Master Collaboration Partner Specialization in December 2008. We are also the first in Cisco's U.S. Central Area to obtain an Advanced Specialization in this technology as well. Cisco's Master Specializations are reserved for those partners with the highest levels of technical expertise and a proven track record of selling, deploying, and supporting Cisco solutions. We have completed over **5,000 Cisco Collaboration projects** to date involving **250,000+ phones**.

Supported by certified pre-sales specialists and services delivery teams, the Cobb County and OMNIA Partner's dedicated CDW•G account team will guide Cobb County and OMNIA Partners through the complex process of evaluating, selecting, and deploying a Unified Communications (UC) solution. Our Master Collaboration Partner Specialization uniquely qualifies us to deliver Cisco Collaboration assessment, planning, design, implementation, and managed services in each of the following UC solution areas:



- Telephony & VoIP
- Conferencing & Collaboration
- Messaging & Presence
- Contact Center

CDW•G has deep expertise in providing high-quality Cisco Unified Contact Center (UCC) solutions. We are a Cisco Advanced Technology Partner for UCC Enterprise and **one of the few Cisco Partners that can sell and service the entire Cisco Contact Center portfolio**. Products span the spectrum from pure IP solutions such as the Unified Contact Center Express to IP and TDM integrations with the Intelligent Contact Manager (ICM), which provide the advantages of a virtual agent pool while leveraging existing investments. Most importantly, our Contact Center analysts know the business of contact centers as well as the technology.

Cobb County and OMNIA Partners can benefit from our team of highly trained engineers who specialize in implementing Cisco Contact Center solutions. About half focus on Unified Contact Center Enterprise (UCCE), and the remainder focus on Unified Contact Center Express (UCCX). Our team has a great deal of experience implementing screen pops, developing self-service applications, implementing outbound dialing campaigns, implementing Quality

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Management and Workforce Management solutions, and developing custom reports. **CDW•G has implemented over 500 Cisco contact centers with over 10,000 agents.**

Cloud

Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

As the move to cloud computing continues to accelerate, so does the need for cloud expertise. Identifying the best options, maximizing potential cost savings, migrating workloads, modernizing applications, and managing it all securely and effectively can challenge every organization and even the most seasoned IT professionals. At CDW, we offer the expertise and experience you need to design, orchestrate and manage a hybrid environment that's ideally suited to your unique needs — one that's productive, agile and secure, with governance in place to provide oversight to ensure you don't overspend.

The CDW•G Approach

Optimizing and expanding your cloud portfolio, including taking advantage of the benefits of multicloud, requires a partner with technology acumen and access. At CDW, we have the scale, experience, and integration with a variety of cloud partners to offer solutions and services that work best, both in the cloud and on-premises. And, as a full-stack partner, we listen, advise, design, implement and manage holistic, hybrid solutions that propel your organization forward. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help you accelerate innovation.

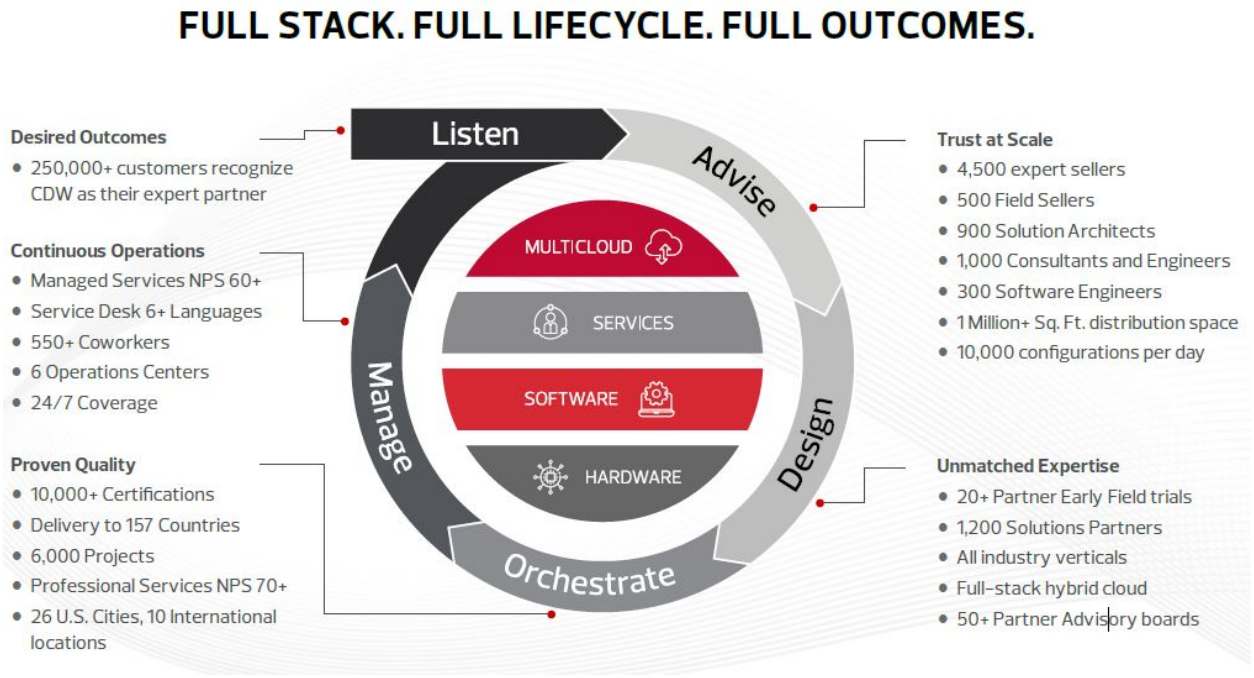

Figure 3: CDW•G Full Stack Depiction

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Whether you're looking to build a secure hybrid environment, migrate more workloads to the cloud or optimize your costs, we can help you achieve your cloud computing goals. CDW works with more than 250,000 organizations of all sizes in all verticals, providing comprehensive advice, customized planning and scalable solutions.

Our large U.S. operational footprint has offices located in every region and two strategically located state-of-the-art distribution centers, providing the fastest possible deliveries to our 250,000+ customers. No matter where you are, you can count on our experienced cloud specialists to deliver personalized support every step of the way.

With 30 years of experience working with more than 250,000 customers, CDW provides you with an advanced level of IT partnership. We carefully listen to your needs and then help you achieve your desired outcomes. We also take a thoughtful approach to assisting you wherever you may be in your technology journey.

Infrastructure

Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.

Amplify the agility, scalability and performance of infrastructure

Today's users require access to more and more data at faster and faster speeds. Applications must scale rapidly. To meet current business needs — and prepare for changes well before they happen — a strategic approach to planning and execution is a must-have. To answer current demands of complexity, speed and scale — to stay prepared for future developments — on-premises products, solutions and services are essential to delivering the full-on cloud experience. Organizations are turning to hybrid multicloud infrastructures to leverage the power of on-premises workloads, cloud-native builds and the vast possibilities of cloud vendor offerings.

It's an approach that comes with its own set of challenges, however. The adoption of rapidly evolving technologies requires companies to think long term even as they address their short-term needs. Solutions can prove costly, confusing and complex. Yet a partner's ability to apply comprehensive, long-view knowledge and experience can actually amplify the impact of the customer's investment. This is where CDW Amplified™ Infrastructure Services become indispensable.

How We Approach Amplified Infrastructure Services At CDW•G

Whether your customer's environment is on-premises, a hybrid configuration or in the process of migrating to the cloud, CDW Amplified Infrastructure Services employ our smart, flexible portfolio to build a fully automated and managed infrastructure across the entire network.

Tapping the experience of more than 300 certified engineers, we apply comprehensive knowledge and a long-term view of the organization's needs and goals to design, orchestrate and manage the customer's infrastructure — a strategy-based ecosystem that scales, future proofs and amplifies the effectiveness of the data center architecture.

Success Story: Fostering an Innovative Transition from On-Prem to the Cloud

This customer was looking for a company that would be able to come in and migrate their locally hosted servers to the cloud. Our team worked with them to create a plan that was cost-effective but focused on moving their company forward in its IT goals. Working with CDW•G, the customer ended up moving forward with Microsoft Azure to migrate their servers to the cloud. Utilizing our Microsoft team, we were able to outline for the customer what the process would like and ultimately build out the reservations for the customer. The

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customer had a grant fund check that needed to be invoiced before a specific date or lose the money altogether, which turned out to be another challenge.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Engagement

We were able to work with the customer and our Microsoft partners to migrate the servers to the cloud as well as work internally with our accounting department to make sure there were no issues in getting the grant check invoiced.

Solution

We were able to provide the customer with a Microsoft Azure Cloud Solution.

Outcome

They were able to migrate their data center to the cloud, mitigating the challenges of managing locally hosted servers, while utilizing in-house services to facilitate the migration.

CDW•G believes that application modernization transforms decision and IT strategy choices for the present enterprise. Strategies often are customized by application requirements of maturity readiness of development. By evaluating legacy applications, new development platforms, and infrastructure, we choose the best application modernization strategy to support new functionality and business value.

CDW•G offers the following application modernization strategies:

- Replatforming
- Rehosting
- Recoding
- Rearchitecting
- Reengineering
- Interoperability
- Replacement
- Retirement

Depending on critical mission applications, our modernization engagement may start with a re-hosting strategy as a first phase and progress to the second phase of rearchitecting and re-engineering process. Most of our evaluations revolve around monolithic design, applications often hosted on-premises and following the waterfall model of Software Delivery Life Cycle (SDLC). Our expertise is in re-architecting customers' legacy applications into microservices and deployment to public clouds and private clouds. Microservices architecture follows DevOps methodology and automated Continuous Integration/Continuous Delivery pipeline releases approach.

CDW•G's new application development focus is on the cloud model. It includes microservices as well as cloud-native and event-driven architectures. We understand the following explanation regarding developing and deploying new applications is quite technical. However, we believe it's important to include within our proposal to show Cobb County and OMNIA Partners our deep cloud expertise and knowledge. This knowledge will be passed along to OMNIA Partners to ensure the cloud solutions deployed are efficient, and more importantly, work for their organization's business goals.

Most of our first redesigns focus on migrating legacy monolithic applications to microservices. After evaluating customer legacy applications, the new cloud application development model for rearchitecting monolithic applications is recommended. Cloud-native architecture and event-

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driven serverless architecture are recommended for reengineering legacy applications and new application cloud development.

The core pattern at play is as follows:

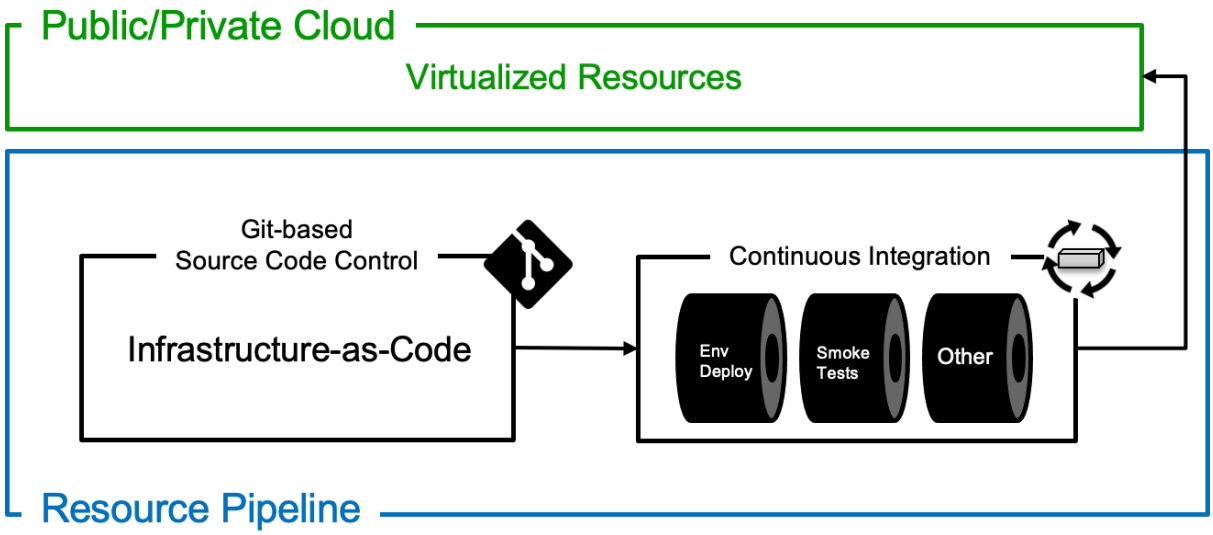

Figure 4. Private Cloud & Public Cloud Process

Modern IT operations organizations limit access to public and private consoles to eliminate the variability and human error that come with them. Instead, CDW•G advocates using tools like Hashicorp's Terraform or Red Hat's Ansible and code version control system (VCS) for continuous integration and continuous deployment (CI/CD) for Infrastructure-as-Code (IaC) and microservices. Namely, IaC and microservices image releases do not get run on individual local laptops but instead get checked into a Git-based source code repository such as GitHub, GitLab, or Bit Bucket. An automated (CI/CD) pipeline manages the IaC, and microservices code and microservices image build changes.

The combination of tools enables an IT organization to provide an accounting of IaC/ microservices changes in the source code control system by environment PROD and no-PRD. Code executions in the continuous integration environment, and the whole system works the same way regardless of the cloud target. The only difference between launching a new environment and application is cloud provided; AWS vs Azure vs GCP. The pipeline architecture is the same in either case. This approach allows for the Blue/ Green deployment of modernized applications with underlining infrastructure.

Traditional Automation

Traditional automation techniques required an individual to acquire two sets of expertise in addition to being an expert on a particular virtualization platform. An individual has to learn a programming language like Python, PowerShell, or Bash. They then have to learn the API for each platform they are already functional experts.

While this still allows for integrating products with AWS, Azure, and GCP, only when combining these three expertise categories could this approach to automation begin to show a return on investment.

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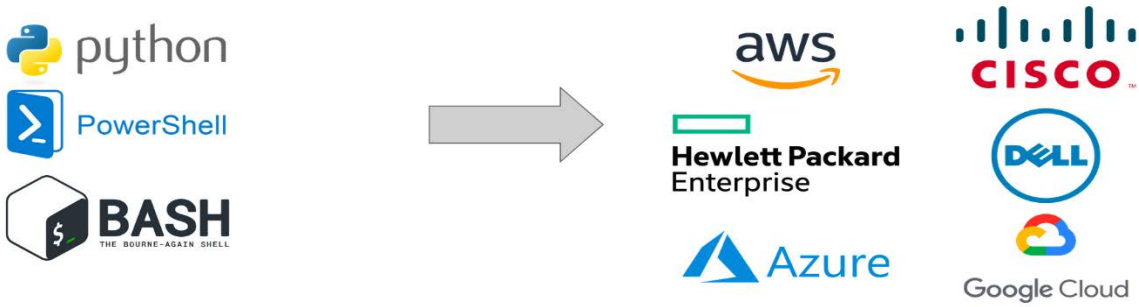

Figure 5: Traditional Automation

Innovation through Methods like Infrastructure as Code

Infrastructure as code (IaC) is the process of managing and provisioning computer data centers through machine-readable definition files, rather than physical hardware configuration or interactive configuration tools. IaC takes a different approach that significantly lowers the learning curve of cloud adoption and IaC is different in two key ways.

1. Instead of asking an individual to provide a prescriptive list of steps to create some virtualized resource, IaC uses a declarative model that simply asks an individual to describe what the end state should be. The specific of how that end state is achieved is a black box to the individual describing the end state. This black box is made possible by a community of experts that build abstractions called providers (Terraform) or modules (Ansible) that translate the details of a raw virtualization platform API.
2. Where IaC becomes more exciting is when a declaration is parametrized to create an organization-specific abstraction that can be reused over and over again. For example, network configurations are hardcoded and firewall rules are absent for the virtual machine that will get launched but imagine parametrizing both of those details and inviting a security team to participate in the creation of the reusable abstraction so that different policies are baked into the IaC.

With IaC, engineers can utilize something declarative like Ansible or Terraform which relies on a communication library of providers/modules for providing the API expertise.

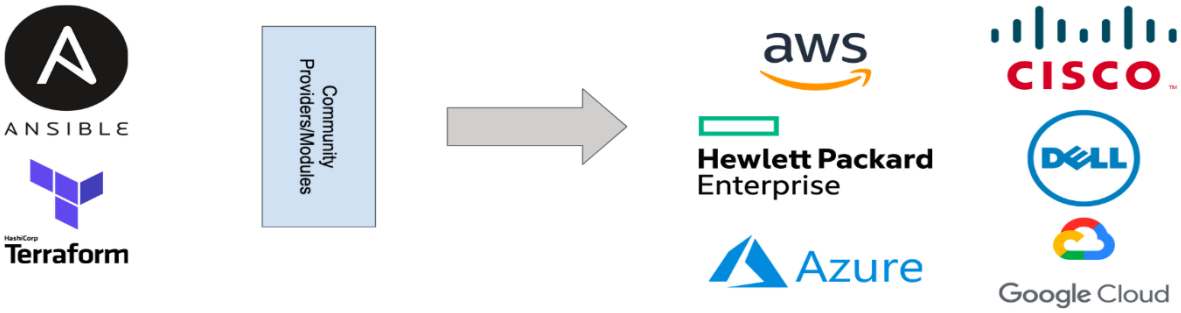

Figure 6: Infrastructure as Code

This is where the use of the source code control can enhance the base benefits of IaC. Experts on the virtualization platforms and security teams can jointly create these parametrized abstractions and check them into source code control. Non-experts can then check in files that set the parameters and reuse the organization-specific abstractions. Triggers can be set that when parametrized files get checked into source code control, it causes their execution in the continuous integration environment and subsequent creation of the virtualized resources in a cloud of choice.

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Organizations might choose to put checkpoints at the source code control step, not allowing individuals to check-in parameter files without a manual review by an expert. Or organizations might choose to put checkpoints at the continuous integration step, not allowing the newly checked-in parameter file to be executed without a manual review. That level of automation or manual inspection is up to the comfort level of a particular organization and might even be different for different individuals within that organization. The target of the resource, whether public or private cloud, almost doesn't matter. All that changes in this approach between clouds are the IaC that gets written. What is consistent across deployments regardless of their targets is the accounting that happens at multiple steps and the reuse of expertise, including security, in the organization-specific abstractions.

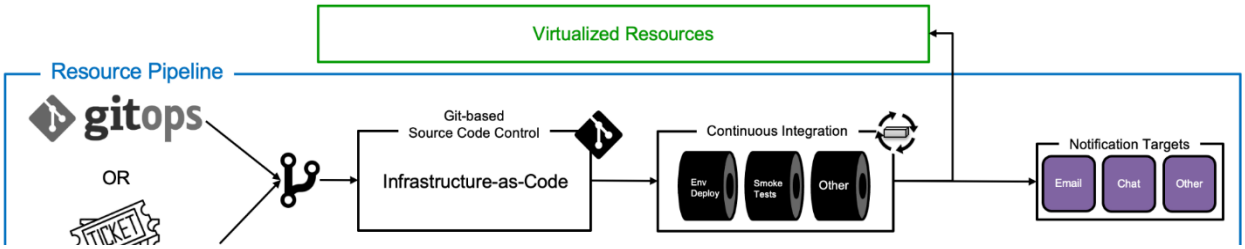

Figure 7: Virtualized Resource Pipeline

Some users may want to establish an environment built through the virtualization of resources without having to dig through the complexity of learning dense coding. In this scenario, we can establish a path to learning the details of source code control so that they can check in their parameter files.

Cobb County and OMNIA Partners should have the ability to choose how to consume their information where and when is best for them – and that they should be able to present it to whomever in their organization needs it in that same capacity. CDW•G's methodology includes an assessment, understanding, conceptualizing, and implementation approach that will help Cobb County and OMNIA Partners feel comfortable moving into the Cloud.

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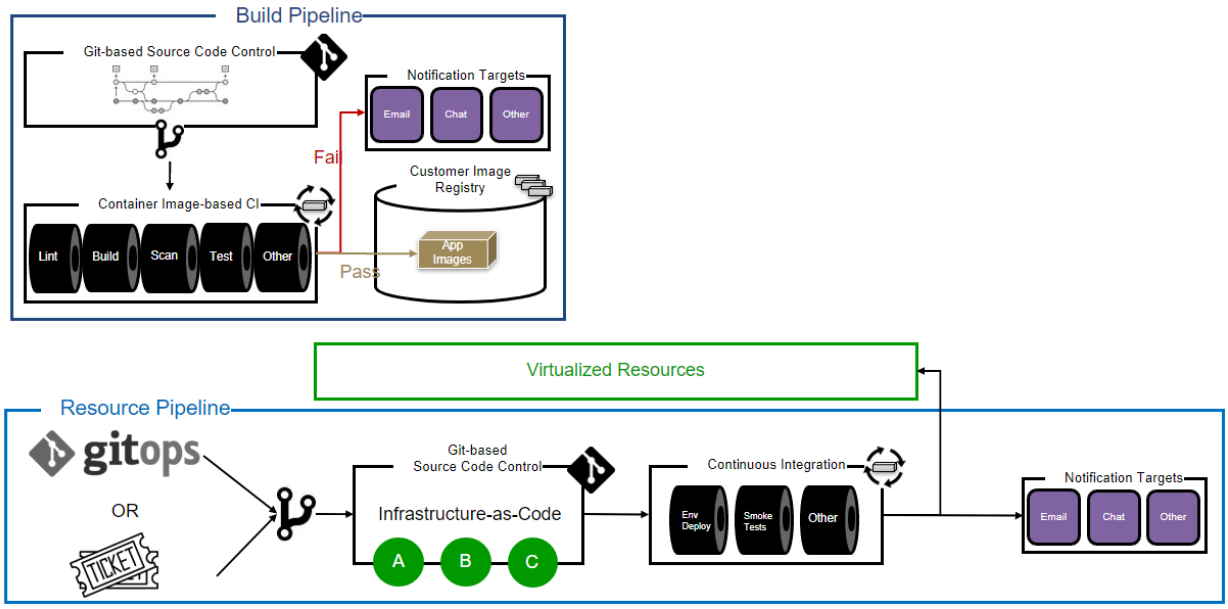

Figure 8: Virtual Patform & Cloud

While we understand Cloud is another person's data center, we also understand moving data anywhere that's not on-premises, may feel uncomfortable. Therefore, in addition to assessments and key conversations with technical leaders, we believe that a cultural conversation needs to be conducted inside an organization to help adopt the new solution.

When CDW•G works with a customer on a Cloud solution proposal, we have an initial conversation (generally started with a coworker from our sales team) and include our Solution Architects. We discuss what matters to that particular organization and conduct an assessment to determine the next best steps. This assessment includes determining which solutions can be migrated to the Cloud and which ones are better when left on-premises. Assessments include conversations, and assessing the physical environment, with the goal output being a clear and concise executive summary.

Following the assessment, our conversation with the customer continues to gain an understanding of their short-term and long-term goals. We create one, three, and five-year plans, taking into consideration many factors including the customer's culture.

Finally, we create a template for customers and build out Statements of Work (SoW) with a Bill of Materials (BoM). Service Level Agreements (SLAs) and best practices are discussed and mutually agreed upon. We understand customers may need additional support, so possible training for staff is discussed and determined.

CDW•G has a full-service capability when it comes to supporting organizations looking for private and public Cloud. From assessment, implementation, containerization, automation, and throughout the lifecycle of application modernization, we will support Cobb County and OMNIA Partners every step of the way.

Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State and Local Education customers. With a local presence and national reach throughout the US, our team is ready to continue serving Cobb County and

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OMNIA Partners. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US.

OMNIA Experience

Our success on OMNIA contracts noted below will be material to our performance on the proposed contract. We can utilize our proven marketing skills and trusted account manager and other expert coworker networks to continue the contract's growth.

Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
CDW•G PEOPLE WHO GET IT	Total Cloud Solutions	09/30/2022	09/30/2022	Region 4 ESC - TX
CDW•G PEOPLE WHO GET IT	Information Technology Solutions & Services	02/28/2023	02/28/2025	City of Mesa, AZ

Figure 9. Our Current OMNIA Contracts

Research and Development

CDW•G has over 20 years of experience in delivering IT services for our public sector and education customers. During that time, we have made a substantial investment in training our service personnel, maintaining our OEM certifications, and developing new services. Our Services Offerings are supported by over 130 coworkers in our Research and Development division. This division works closely with customers, OEM partners, and our sales team to maintain the relevance of our current offerings while developing the next generation of services the market expects from a leading provider. As technology is constantly changing, CDW•G is refreshing and adding new services.

Excellence in Delivering Cloud Solutions

When it comes to Cloud, four factors set CDW•G apart from the competition.

1. CDW•G is customer-focused and vendor-neutral.
    - When it comes to solving our customer's problems, our sales and technology solutioning team is concerned about providing a Cloud solution that is comprehensive, coherent, and cohesive.
    - These solutions solve our customers' current issues while taking into account future initiatives and goals for growth.
2. CDW•G is a one-stop-shop.
    - We offer a coordinated, thorough process that covers everything from designing to orchestrating to managing. Communication is at the heart of our process.
    - One specific way we ensure thorough communication with our customers is in our design and implementation of services. One Technical Solution Architect is responsible for all SOWs on a project. This maintains project-wide integrity and ensures that one active participant maintains high-quality historical customer knowledge.
3. CDW•G structures sales teams to ensure that each one has segment-specific knowledge.
    - If the member is a local school district, their sales team specializes in school districts.

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- If the member is a state or local government, their sales team specializes in this area.
- Our sales teams are deeply connected to their customers, with the average Account Manager having a decade of experience in their role.

4. CDW•G is a leader in the industry growing organically and through strategic acquisitions. In the last several years, we have acquired a number of companies that focus on Cloud solutions and professional and managed services.
    - We are constantly evaluating which emerging technologies our organization needs to best serve the ever-evolving needs of our customers

Additionally, while many vendors provide "managed services," very few offer the full lifecycle of services from assessment to design and implementation. Our managed services offerings are staffed and supported by our own badge offered engineers using tools and intellectual property developed in our innovation labs.

Data Management

Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.

Data Center Management and CDW•G

We know the data center better than just about anyone CDW brings a team of experts to every data center project. Our solution architects and data center specialists evaluate each customer's specific environment to create a custom solution to meet their goals. Our data center engineers apply decades of technical expertise to building the actual solution and offer ongoing support to keep it running at its best.

Our data center offerings include:

Hyperconverged infrastructure

Hyperconverged infrastructure combines servers, data storage, networking equipment and software into a single, unified computing system, allowing IT teams to manage their data center centrally.

Next-gen storage and backup

Data is growing at an unprecedented rate. A cohesive storage strategy helps your customers minimize costs, increase data security and maximize their data center solution. CDW's

hardware and software knowledge and nationwide expertise maximize customers' next-generation backup solutions by designing and implementing an integrated solution that makes business sense in every choice.

Virtualization

Virtualization improves data center performance, reduces costs and makes backups and redeployments easier.

Power and cooling

CDW's modular, scalable power and cooling solutions help keep data center energy costs low and prevent downtime caused by overheating and power outages.

Managed services

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Managing a new data center is a big project. CDW can make it much easier. CDW Managed Services and CDW Aggregation Services save customers more than 20 percent on average — compared with an internal IT-managed infrastructure — and improve the overall quality of support.

Professional services

Handling a data center can be a tough and time consuming task for an IT department. CDW can shoulder the burden of data center implementation, migration, integration, staff training and continued management so IT teams can contribute to more business-critical initiatives.

Configuration services

CDW's certified configuration centers can provide a custom preconfigured data center solution that minimizes customer downtime and disruption.

Visual Communications

Visual communications that integrate audio, video, voice and presentation capabilities.

We Get Professional A/V

From complex video wall solutions supporting mission critical operations centers, to training rooms and live broadcast systems, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro/AV is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Below is an example of a video wall designed for one of our emergency response clients.

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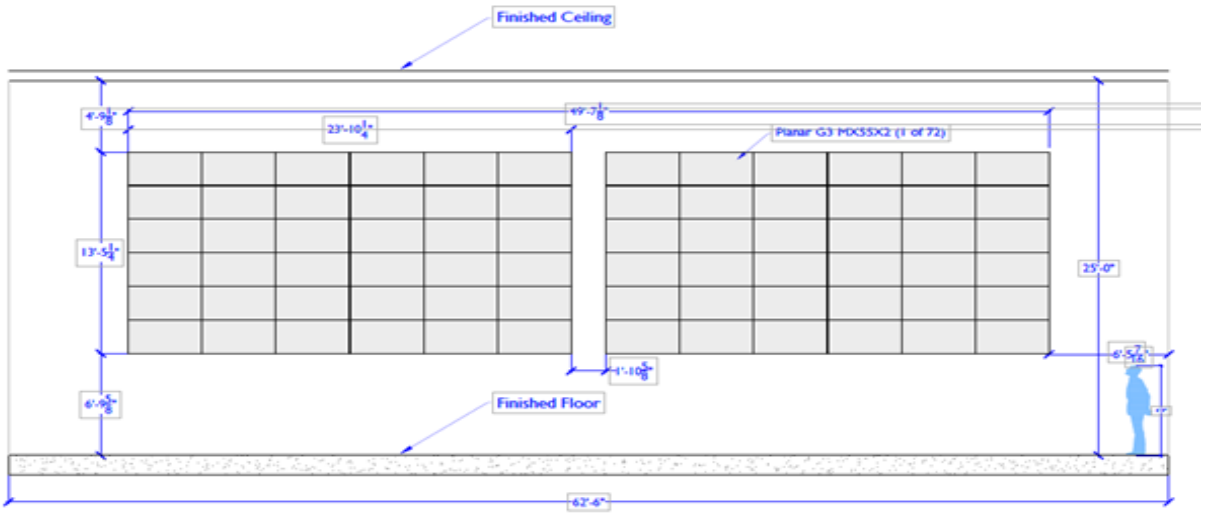

Figure 10: CDW•G Video Wall Design for Public Safety

Top partners include:

CINEMASSIVE exterity SAMSUNG PLANAR CHRISTIE Hiperwall NEC

Support for Video & AV Projects

CDW•G in conjunction with Exertis Broadcast can fulfill all your audio, video, voice and presentation capabilities. We offer, Pre-Sales Engineering, Installation Services, Programming Services and Fulfillment and Logistics Services.

Our process to fulfil your requirements involve the following steps

- Needs analysis
- Engineering
- BOM
- preSOW /Services Quote
- Installation
- Programming
- Commissioning
- Training

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Success Story: Walmart Custom Video Distribution Solution

CDW reached out to Exertis Broadcast's Team CDW looking for video distribution solution for Walmart's TV display walls.

Engagement

After reviewing the needs with Walmart, we realized a product did not exist in production with all the features Walmart required. Exertis Broadcast then worked directly with our partner Gefen to build them a HDMI splitter to Walmart's exact specifications. The custom splitter was built, and a proto-type hand delivered to Walmart within 4 weeks to meet tight testing deadlines.

Walmart tested and moved forward with deploying in all 4000+ stores. The Walmart TV display wall have never looked better and can all be managed remotely.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Solution

We were able to provide the customer with a custom video distribution solution.

Outcome

Custom AV and Video products built to client specifications. The Exertis Broadcast team can work with our manufacture partners to design and build hardware specific to CDW customer needs.

For more information on CDW•G and Exertis capabilities, please see the following sections under UCC (Unified Communications and Collaboration) and Broadcast Studio

UCC (Unified Communications and Collaboration)

UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.

CDW•G offers on-premises, cloud-based and hybrid business communication solutions to help you create a flexible, scalable environment. No matter the environment – emergency operations centers, command rooms, fusion centers, training rooms, and/or classrooms, our vast video teleconferencing solutions help Cobb County and OMNIA Partners meet their business-critical needs. We have provided more detailed information regarding emergency operations centers and command rooms in our response to the Law Enforcement section. The needs for these types of rooms are so unique we have a dedicated Public Safety team built to address these types of engagements.

Video Communication

We can help you equip, set up and manage immersive telepresence rooms as well as formal and informal videoconferencing hubs, including cloud video bridges — all from leading partners.

CDW partners with Cisco to help you radically improve the way you keep your business moving to the cloud and help keep innovation within your grasp. With our deep expertise in Cisco solutions and a team of experienced collaboration experts, we help you understand your opportunities to move to the cloud environment while maintaining the needed CUCM on-premises requirements and providing extended support.

For organizations that are ready to move to the cloud, Dedicated Instance is an add-on service within Webex Calling that provides a bridge allowing for a cloud experience that also supports requirements such as CUCM on-premises support. CDW will provide you with support to implement this service, ensuring you are set up to meet both cloud and on-premises requirements. CDW is the partner to help from day one implementation to extended support.

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Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance can help you achieve:

- Operational Efficiencies
- Agility
- Increased Performance

Orchestrating the Right Solution

Moving calling to the cloud can be challenging for UCM customers. The cost and burden of replacing older endpoints, rebuilding complex dial plans and integrations can be greater than any savings that can be realized by moving to the cloud. Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance provides UCM customers a non-disruptive, low-impact migration path to the cloud. With Webex Calling you have the flexibility to distribute users across multi-tenant and dedicated instance call control, and to adjust them over time as needed to address their cloud calling business requirements.

CDW helps you integrate your organization to the cloud, allowing both cloud and CUCM functionality to work together as one platform. CDW isn't just here for implementation; we partner with you to ensure a consistent experience you can expect by providing updates and changes with our extended support. CDW is here to help 24x7x365 through our customer portal, phone or email.

Services Overview

The following services are included in Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance Professional and Managed Services:

Table 1: Managed Collaboration Anywhere Services

Service Offered	Premium	Essential	Basic
Common Device	50%	50%	0%
CDW Services Portal	Included	Included	Included
Managed Services Customer Success Manager	Included	Included	Included
Incident/Problem Management	Included	Included	Included
PSTN Provider Incident Management	Included	Included	Included
Upgrade Management	Included	Included	Included
Firmware Management	Included	Included	T&M
Dial Plan Configuration Management	Included	Included	T&M
MACD Service	Unlimited	200 hrs/yr	T&M
Service Hours	100 hrs/yr	50 hrs/yr	25 hrs/yr

CDW•G has 20 years of managed services experience, 225 managed services analysts and engineers, and 1,000 global engineers.

Traditionally, IT organizations have been good at installing a new piece of technology but commonly fail at realizing the user adoption goals and potential of new tools. This can mean a huge financial investment goes down the drain. More importantly, the added user confusion and loss of productivity from a failed change is a huge risk. The problem hasn't consistently been one simple problem like business buy-in, technical issues, end-user training, or support staff being ready to troubleshoot problems. Instead, it has been because of a lack of targeted and coordinated planning, enablement, marketing, and communications. Our Adoption Services cover all of these aspects and bring them under a single plan and execution.

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End-user enablement is about ensuring the end-user is ready to use Cisco Webex Meetings and Collaboration Meeting Rooms (CMR). This effort includes:

- End-user training
- Training guides

As part of the Adoption Management Planning for end-user enablement, CDW•G will validate and plan the following training sessions all to be delivered via Webex with up to 20 participants per session:

- For Cisco Webex Meetings General End-User, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings Power End-User, conduct up to one (1) 120-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings General End-User with Video Device training, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App and Cisco Video Device

For this project, CDW•G defines a **General Cisco Webex End-User** as an individual who requires training to support normal tasks for scheduling and hosting Webex meetings. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Sharing content
- Joining from desktop
- Joining from mobile
- Joining from video rooms

For this contract, CDW•G defines a **Power Cisco Webex End-User** as an individual who requires an advanced level of Cisco Webex to support additional tasks such as scheduling for others in the company (i.e., Administrative Assistant leveraging alternate host) or will be a department point of contact for Webex questions. During the end-user training for Power Users, advanced topics will be covered such as:

- Alternate hosts
- Uploading/sharing files
- Meeting recording
- Whiteboarding
- Hosting from desktop
- Hosting from mobile
- Hosting from video rooms
- Permissions and panels
- Engagement tools (chats/polls)

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For this contract, CDW•G defines a **General Webex End-User with Video Device** as an individual who requires training to support normal tasks for scheduling and hosting of Webex Meetings as well as joining from video devices. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Joining from desktop
- Joining from mobile
- Using Touch 10 controller
- On-screen controls/terms
- Managing single/dual self-views
- Single/dual views during calls
- Managing calls
- Contact profiles
- Layout adjustment
- Sharing content
- Attending scheduled meetings

Modernizing Today's Classrooms

At CDW•G, one of our dedicated verticals is the education sector, both K-12 and Higher Education. We understand the unique needs of the education sector, and have specialized resources dedicated to modernizing today's classrooms to provide educators and students alike access to top quality immersive and integrative technologies to bolster their learning. CDW Blueprint to Design® is an ideal tool to help districts, schools and teachers reimagine their classrooms and building space to ensure they're maximizing learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology and create collaborative learning environments. And since then, more than 900 K-12 schools and universities have participated in the program, including the Rochester City School District, where CDW helped design a truly modern classroom.

Our K12 Strategist, teamed with the depth of our CDW Solution Architects and Account Team, work together to helps educators figure out the best classroom design for their space, ensuring that each area has a purpose and takes advantage of the entire room. Since CDW•G is vendor neutral, and have a wide offering of different teleconferencing software, we recommend the best vendor for that given classroom, school, or district.

Broadcast Studio

Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).

CDW•G has broad capabilities across the broadcast space. While we have direct relationship with a number of top-of-the-line products in various AV categories, we have found the largest

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benefit to our customers when we utilize our trusted partner Exertis Broadcast. While this is not an exhaustive list of what CDW•G can provide in this space, we felt it was a good encapsulation of our abilities.

One of the benefits CDW•G brings to Cobb County and OMNIA Partners is our ability to orchestrate a complete solution from video to audio to networking to storage. We work with a wide array of storage providers from Nutanix to Pure, and our architects are specially equipped with an understanding of all product lines to be able to provide the best solution. We like to think of our solution architect as puzzle masters – finding all the different pieces from various manufacturers and putting them together into a masterpiece for our customers.

Further outlined below in the Law Enforcement section, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro A/V is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Top partners include:



Through leveraging Exertis, we ensure our customers are receiving the most up to date knowledge and emerging technologies in the broadcast studio space. Like any engagement where we work with partners, the customer, in this case Cobb County and OMNIA Partners, will continue to have their single point of contact with their CDW•G Account Manager. The Account

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Manager will bring together the customer and Exertis to full scope out the requirements of the project and ensuring alignment with the end goal.

Exertis Broadcast is CDW's Video and Pro AV expert. Exertis Broadcast is staffed by industry experts who provide CDW with complete sales support and AV video workflow solutions including system design, needs analysis, demos, proof-of-concept, and on-site client consultation.

Exertis Broadcast has a team of sales, engineering, marketing and support staff dedicated to CDW. They work with CDW Account Managers, Business Development, Partner and Product Management, Solution Architects and Consultants daily to specify AV and video projects for their end users. Exertis Broadcast meets with the CDW end user for project needs analysis, providing a complete design of their video workflow.

Pre-sales engineers will also provide product demonstrations, assist with setting up and supporting proofs of concept, and consult with you to establish AV and video technology standards across the organization.

The Exertis Broadcast team provides post-sales support and training once the project is commissioned. They provide a full turnkey solution for many of our solutions including installation, commissioning, maintenance and training services.

Exertis Broadcast provides technical support for CDW's Field Solution Architects and Inside Solution Architects for system review and design verification with their video and AV solutions. Exertis Broadcast can go onsite with or without CDW to support the project, provide needs analysis, presales support and consultation.

The Exertis Broadcast team works daily to grow CDW's video and AV practice with the addition of new partners. We have added several partners over the past year to augment CDW capabilities.

New partners added in the last 12 months include:

Table 2: Video and AV Partners

New Partners			
Allen & Heath	Atomos	Birddog	CADAudio
Castus	ClearCom	Clevertouch	Epiphan
Focusrite	Lume Cube	Mackie	Panopto
PrompterPeople	Vitect		

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Law Enforcement

Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.

Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, you need a special kind of knowledge to make IT perform — without having to be an expert.

CDW•G for Public Safety: Expertise That Works

Your mission is safeguarding the public. Ours is helping you do it. We are a specialized practice devoted to public safety issues, with more than 10 years and hundreds of engagements to our credit. Our team of dedicated account managers will guide you to the most impactful choices, address all the requirements, policies and strategies you face every day, and show you how the pieces fit together.

First responders save lives and protect property every day. Technology challenges involving mobility, data interoperability and information sharing may hinder those efforts. But where does an agency start? What are their options? How do agencies obtain tech that works for wherever, whenever? The answers to these questions are the purpose of the CDW•G Public Safety Team.

At CDW•G, we collaborate with fire, police, emergency medical services, emergency management and other agencies to help them understand their options. A little guidance goes a long way, and our knowledge and expertise in deploying technology will support decision-makers in choosing public safety solutions.

Modern-day emergency management and first response requires fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe. Things are constantly changing but one constant that has remained throughout the last two decades is that Major Events Drive Digital Trends. Highlights in recent American History prove the axiom. Examples include;

- The 9/11 Attacks — Recommendations were brought forth from the 9/11 Commission Report but the standout topic in technology was Radio Interoperability
- Hurricane Katrina — Demonstrated the need for more resilient data and radio communications capabilities as well as more robust disaster recovery plans
- The active shooter at Virginia Tech University — Ushered in a mad dash to acquire citizen alert and notification systems
- The Boston Marathon Bombing — Revealed gaps in the ability to perform analytics on video and image big data
- Officer involved shootings and in-custody deaths in Ferguson, Mo., New York, Baltimore and Charlotte — Drove federal involvement resulting in proliferation of body worn camera deployments

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- COVID 19-Pandemic and Civil Unrest — We are only beginning to comprehend the impact

Covering the Spectrum of Capabilities

Video

Cut travel time. Reduce resource allocations. Raise situational awareness and speed response. Do remotely what was once possible only in person.

- In-vehicle video, capture and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management
- Cloud solutions

Mobility

Accelerate collaboration and communication from anywhere.

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication
- Virtual private network mobile software
- Cloud solutions

Data Center

Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure.

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless
- Alert and mass notification systems
- Power and cooling
- Cloud solutions

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Digital Workspaces: Creating a better user experience while streamlining device management and improving access to information

- Handheld and Mobile Data Terminals
- High Performance Workstations
- Mobile Gateways and Routers
- Virtual Desktop and Application Delivery

Mission Effectiveness: Digital Transformation yielding force multiplication, force protection, and delivering more rapid positive outcomes

- Cyber and Physical Security
- Collaboration, Data Center, and Cloud Strategies
- Communications Infrastructure, ESINet, Radio Backhaul
- Surveillance, Recognition, and Evidence Management

Command, Control & Intelligence

- Mission Critical Operations Centers
- Data Visualization & Analytics
- Situational Awareness Planforms
- Mobile & Deployable Solutions

Major Public Safety Events Drive Digital Trends. CDW•G's Next Generation Public Safety approach addresses not only those trends from the past but aids agencies in preparing for whatever is next. Next Generation Public Safety is best described as a process of efforts towards Digital Transformation in Government and is a continual, phase-based effort from Assess & Envision through Planning & Design culminating in Implementation & Optimization. The achievable goals of Digital Transformation include:

- Decreased maintenance and improved operational efficiencies may relieve technology staff of mundane systems management tasks allowing for greater resource effort applied to evaluation, innovation and adoption activities.
- Long-term cost savings can be applied to new investments in deep learning and artificial intelligence. Elevating the safety and security posture and improving compliance adherence offers unquantifiable rewards and helps in eliminating distractions.

The overarching goal of Next Generation Public Safety Transformation is the development of a State-of-Readiness that provides the flexibility to adapt to future innovation. Rapidly absorbing those technologies today that are considered novel is a lofty goal. In the transformational era of tomorrow this capability becomes a general requirement. Nothing should be able to disrupt the digitally transformed agency.

It is today's technology challenges that propel our CDW•G Public Safety Team forward. Since 2005, the CDW•G Public Safety Team has been delivering technology solutions supporting mission critical environments in Emergency Management, Fire & Rescue, Emergency Medical, Law Enforcement as well as the Critical Infrastructure protection. Our focus has changed over the years to keep pace with the challenges of the day. The one thing has remained the same is that Public Safety agencies large and small turn to CDW•G to assist in developing solutions supporting Mission Critical operations.

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Figure 11: CDW•G Public Safety Service Timeline

Public safety begins with an experienced and well-briefed sales team who comprise the primary point of contact for all of our customers. The sales teams are supported by a host of solution architects from a variety of disciplines and Public Safety Strategists that provide customers, CDW•G personnel and partners with subject matter expertise. Our comprehensive approach includes:

Supply: We have a large inventory of technology items you use every day

Design/Build: Our Solution Architects can help you through the myriad of choices with respect to designing the solutions necessary to develop the next generation of public safety tools

Contracting: Reduce the administrative cost, required span of control and headaches in your next project with a single agreement and responsible party delivering what you ask for

Strategy Development/Envisioning: Moving into real time policing, developing a new emergency operations center, security center or tactical operations center. Our Senior Strategist can help you develop and document a plan of action.

We Get Mission Critical Operations

Historically, Mission Critical Operations in Public Safety Work have included emergency operations centers, dispatch or communication centers, fusion centers, and the standard agency data center. The last decade has given rise to a new breed of operation center including those supporting real time crime fighting, joint task force collaboration, cyber intelligence and excellence as well as network operations. Regardless, these centers are where people and advanced technologies intersect.

Enhanced situational awareness, data correlation and decision support systems combine to aid in visualizing a common operating picture in the next generation of Operation Centers. The end-game to this is force protection, force multiplication and the rapid delivery of positive outcomes. At the end of the day, next generation technologies widen the view of operations by integrating advanced data analytics with video surveillance systems, sensors and other technologies that gain better situational awareness.



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CDW•G and its powerful partners expand the value of these technologies delivering hindsight, insight and foresight to Public Safety.

In preparing for the demands of tomorrow, a Next Generation approach is required to address the priorities of today. These must include future challenges. Solutions must also always work. It will not do for a critical solution to fail during a major response. The CDW•G and Partner designs keep that thought at the forefront.

CDW•G provides Technology Design/Build & Prime Contracting Services for the completion or rehabilitation of Mission Critical Operation Centers. We understand the importance of recognizing the unique needs of Law Enforcement, Emergency Management and Fire/Rescue. CDW•G provides solution sets which give our customers a near future-proof platform for placing critical information into the decision-making process.

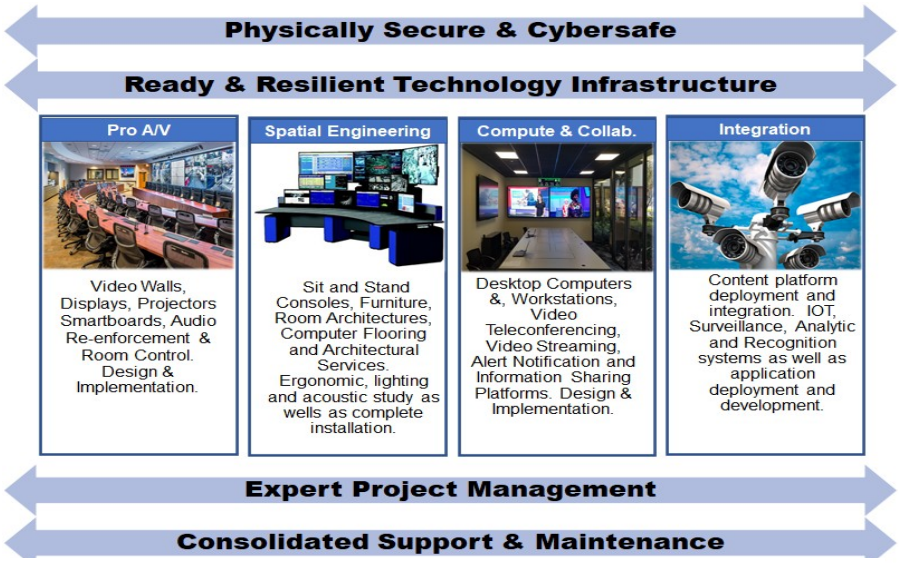

Figure 12: CDW•G Public Safety Offerings

We Get Spatial Engineering

Our spatial design strategies consider how people are routed throughout your work center daily and during times of crisis to maximize optimal communication between operators and key stakeholders. When you choose to employ our experienced team of spatial engineering partners, we will work together determine the configuration that best supports your organization's communication and collaboration objectives, ensuring continuity of operations and minimizing the impact of the upset condition. Our public safety console environment solutions are designed with the operator in mind.

An operator's comfort is paramount to their productivity and overall health. Our ergonomically designed control room solutions encompass a variety of self-adjustable components and accessories, which are designed to be an extension of an individual's day-to-day operations.

Our partner solutions enable greater environmental controls such as temperature and fan controls, height adjustments, lighting, and other elements to mitigate fatigue and improve operator alertness. Our situational lighting solutions enhance communication, awareness, and coordination, which support effective incident deployment strategies amid emergencies.

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CDW•G and its partners provide ergonomic solutions and spatial engineering services to transform your next center into a state-of-the-art facility. We lead the overall center design/build efforts, in conjunction with industry leading partners. Partners we work with often include:



Figure 13: CDW•G Spatial Engineering Sample

We Get Situational Awareness

CDW•G partners with leading software companies to provide for a myriad of solutions to help our customers solve their problems. Workflow management, citizen portals, asset and inventory management, dispatch, records management, and situational awareness platforms can all be implemented by CDW•G and its partners. A common operation picture (COP) is a continuously updated overview of an incident compiled throughout an incident's life cycle from data shared between integrated communication, information management, and intelligence and information sharing systems. The goal of a COP is real-time situational awareness across all levels of incident management and across jurisdictions. The objective of a COP for support in a coalition environment is to decrease the Decision Cycle Time (OODA loop - Observe, Orient, Decide, Act). Cobb County and OMNIA Partner Law Enforcement Agencies need their agents, analysts, first responders, and officers to be able to make decision quickly and efficiently, with accurate information. CDW•G understands this need and our applications help to orient data , create the Common Operating picture, and allow life-saving decisions to be made.

The needed data often exists in multiple legacy solutions, on the web and in an unstructured form. Making sense of the data and achieving the ability to turn data into actionable intelligence in real-time takes a great deal of integration.

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CDW•G and its partners provide the platforms to get started quickly as well as the integration, development and orchestration expertise to move forward ahead of the pace of change. CDW•G has a long history of developing Microsoft-based solutions into usable applications for emergency management and law enforcement. Our recent acquisitions of IGNW, Aptris, and Aeritae are evidence of CDW's continued commitment to providing world-class software development, integration and orchestration services.

CDW•G works with industry leading partners within the situation awareness platform, including:

We Get Surveillance

Video surveillance capabilities have come a long way over the years. Legacy systems, made up of cameras and digital video recorders, primarily captured and replayed past events, limiting organizations to a reactionary security approach. Enhanced by analytics software, today's video surveillance solutions give organizations the tools they need to take proactive safety and security measures. The benefits now include utilizing surveillance to ease road congestion or monitor high pedestrian traffic areas, enhanced video surveillance enables digital transformation across every agency type, and more.

By integrating advanced data analytics software and Internet of Things (IOT) sensors with IP-based cameras and video management systems, CDW•G expands the value of surveillance technology. That means Cobb County benefits from not just hindsight, but also insight and foresight.

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HINDSIGHT:

WHAT HAPPENED?

With traditional, forensics-based applications for video, you can investigate a recorded event, identify a bad actor, monitor facilities, analyze a complete process in a system or validate that a system worked as planned.

INSIGHT:

WHAT'S HAPPENING NOW?

Video analytics can elevate your security team's situational awareness and enable you to identify and react to events in real time. Analytics can unlock operational value by monitoring the flow of people, goods, or processes and triggering a response based on predetermined criteria.

FORESIGHT:

WHAT WILL HAPPEN NEXT?

With predictive analytics, you can leverage video data to identify trends and forecast events, giving your team foresight into the next threat and helping operations pinpoint future process flaws to improve decision-making.

Some of the leading manufacturers CDW•G partners within this space include:

Mobility

Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

Procuring, configuring and refreshing mobile devices across different operating systems and carriers can be a challenge. From smartphones, tablets and notebooks to routers and point of sale systems, we can help you integrate your software and services to get the most out of your devices.

Configuration and Activation

CDW's configuration experts work with your IT staff and your carriers to ensure your enterprise mobile devices are automatically activated, enrolled and ready to use right out of the box. We

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offer software configuration and imaging services for Windows, iOS or Android, and our tagging, tracking and laser etching services help you streamline asset management.

Procure and Provision

Our Mobility Management Portal simplifies administration of devices, including selection, deployment, expense management and help desk services. Employees can order from a predefined catalog, perform upgrades or make changes to existing services — all in accordance with your internal mobile device policies.

Device as a Service (DaaS)

DaaS gives your organization fully supported, customized devices for a monthly subscription fee, allowing you to shift procurement costs to an operating expense. We'll take care of managing technology refreshes, securing your devices, procuring management software, providing help desk services and recycling devices.

Why CDW•G

Unmatched Expertise

Our mobility experts have helped thousands of customers craft BYOD and mobile device policies from the ground up.

Flexible Financing Options

We will work with you to determine the best financing method for your organization, be it a traditional purchase, lease or through a monthly subscription.

Industry-Leading Partnerships

Our partnerships with the industry's top mobile providers give you access to the widest selection of devices, mobile OS and carriers — with top-notch customer service to boot.

Mobile App Development and Strategy

Mobile apps are both an opportunity and a challenge for organizations looking to improve worker productivity and customer experiences. A solid mobile application strategy, from procurement to management to development, will put you ahead of the competition.

Our Enterprise Mobility Management (EMM) and workspace collaboration solutions can help you manage and secure your mobile environment across multiple devices and platforms.

Our Mobile and Productivity App Services

The ubiquity of smartphones and tablets has changed the way organizations deliver information. We can help mobilize your operations to streamline workflows, boost productivity and reduce expenses. **App Strategy**

Before your organization selects off-the-shelf or customized apps, we'll help you develop a strategic view of your mobile app initiatives. We'll help you map deployment and development decisions based on your needs, budgetary constraints and IT infrastructure. Your custom app strategy will serve as a critical roadmap as you migrate to a more mobile environment.

Mobile Application Development

Mobile app development allows your organization to meet stringent requirements around performance, functionality and user experience. Our partner network of tier 1 developers provides native, HTML5 or hybrid apps based on your needs. Additionally, we offer Mobile

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Application Development Platforms (MADP) for organizations that want the tools to quickly create, deploy and maintain apps in house.

Your Custom App Store

Give your employees a central point of access for the apps and tools they need to be productive. Your centrally managed and custom-branded app store can include both IT-approved, off-the-shelf apps and custom-developed mobile apps.

Content Sharing & Management

The right file-sharing and online collaboration tools can help you tap into vital knowledge instantly and share it throughout your organization. Our cloud-based software as a service (SaaS) solutions can help encourage innovation and build relevant communities while maintaining the security of your corporate data. Choose from top partners such as Box, Google Workspace and Office 365.

Office Productivity Apps

How can you get more from your employees and your budget? For many organizations, it means getting a little creative. It means embracing innovation. It means moving software to the cloud with SaaS productivity apps. We can help you select the right productivity app and design a customized, scalable solution that grows with your business.

Enterprise Portals

Enterprise portals give your organization a single, secure place to store, organize, share and access information from almost any device. Web-based SaaS portals enable online collaboration — anywhere, anytime. We'll help you customize an enterprise portal that fits your needs, budget and business goals.

Strategies Designed for Growth

Our collaborative approach to enterprise mobile apps prioritizes your objectives, budget and timeline. We'll help you design a comprehensive mobile app strategy with simple management tools, robust security and scalable features that evolve with new technologies.

Cross-Industry Expertise

We have specialized teams across a number of industries — including retail, healthcare, energy and utilities, and K-12 and Higher Education. Our experts can help you mobilize existing workflows and unlock new strategies that transform the way your team works.

End to End Services and Support

Our planning services and assessments ensure your productivity strategy is aligned with your business goals. We also offer full implementation, training and adoption services to help your employees mobilize faster, giving you a better return on your investment.

Mobility Management, Collaboration, and Security

We provide a full range of proven mobile device management and collaboration tools as well as end-to-end security from the industry's leading providers. We help you simplify mobility management and mitigate risks so you can spend less time on tasks and more time on projects.

Enterprise Mobility Management (EMM)

EMM takes the burden of day-to-day mobile management off IT's hands and empowers workers with uninterrupted access to the tools they need. Our mobility management and security

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services include mobile device management, mobile application management, mobile content management, custom app stores and mobile device policy definition.

Mobile Workspaces

Many clients are turning to mobile workspaces for secure mobility. We offer leading workspace solutions including desktop virtualization, application virtualization, EMM and file sharing, all supported by our professional services to ease selection and deployment.

Procurement and Expense Management

In addition to simplified procurement of devices, our Mobility Management Portal provides help desk services — including phone, online chat and self-service support — as well as expense management services with custom reporting to ease the burden on your IT staff.

End-to-End Security

With more than 15 years of experience with security solutions, our mobility and security teams work together to provide risk mitigation advice, including network and mobile security, data loss prevention and advanced threat protection technologies.

Streamlined Productivity

Our custom solutions give you device management, app store and sign-on options, as well as the option to grant users access to legacy applications without the cost of mobile app development.

Simple Payments and Cost Controls

With Mobile Expense Management, you can automate the tedious review, approval and payment process. You can also get insight into cost-saving opportunities and alerts about compliance issues.

Industry-Leading Partnerships

We work with the industry's leading brands, giving you unmatched choice and expertise in selecting the best mobility management, collaboration and security solutions.

Work From Home (WFH)

Work from home productivity involves more than just a functioning laptop. Networks need enough capacity and secure endpoints for workers to access their files and applications from anywhere, and employees need access to cloud applications to take full advantage of the collaboration tools available to them. CDW can help you build or expand your WFH strategy so employees can accomplish more in more places.

An example of a tool to work from home is Zoom

Together, Zoom and CDW bring you the communications technology your business needs to evolve.

Business Communications

CDW can help you develop a flexible collaboration solution based around your Zoom platform, to fit your user needs and goals.

Digital Workspace Consultation

Available free of cost, CDW's collaboration workshop lets you explore your full Zoom capabilities and develop a customized communications strategy.

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Digital Workspace Services

Whether your communications are in the cloud, on-premises or a hybrid solution, CDW Amplified™ Workspace services meet you where you are, with comprehensive support.

Asset Management

Asset management solutions to identify and manage installed software, hardware and license entitlements.

We Understand IT Asset Management

IT Asset Management (ITAM) is a set of processes and tools that enables organizations to manage their IT assets on an ongoing basis, so that they can establish controls, gain visibility into their environment, optimize costs, and maintain license compliance.

At CDW, our wide range of IT Asset Management solutions is customized to assist Cobb County in maturing your own Asset Management practice, while always aligning to Cobb County's specific business goals.

These are the Elements of Successful Asset Management



Figure 14: Elements of Successful Asset Management

Our IT Asset Management Strategy Focuses on Four Solution Types:

Project Based Engagement

Gain Visibility Into Your License Position.

This customized engagement helps ensure that you gain control of your software environment, by providing an Effective License Position (ELP). Great for True-Up and Renewal time!

Maturity & Risk

Start Planning Your ITAM Strategy And Understand Your Risk

Identify the stakeholders, policies and inventory processes at the heart of your ITAM practice.

Technology Platforms

Using Industry-Leading Platforms for Successful Asset Management.

Having access to accurate, real-time inventory data empowers better decision-making and drives business outcomes

Ongoing Solutions

Our Ongoing Services Are Tailored to Your Business Needs – Increasing ROI

Customized engagements that ensure consistent visibility into assets and drive continuous improvement

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ITAM Maturity Assessment

With such a large portion of their IT budgets dedicated to software, organizations need a way to manage hardware and software assets on an ongoing basis. CDW's IT Asset Management (ITAM) practice offers a focused approach to tracking the location and configuration of IT assets, helping organizations not only optimize costs but also maintain license compliance, streamline contract negotiations, support mission-critical technology rollouts and prepare for digital transformation

CDW's Asset Management Maturity Assessment combined with our proven engagement framework allows us to help our customers:

- Define a vision for a successful practice
- Document recommendations on policy/process/procedures
- Build a roadmap for implementing your Asset Management practice
- Improve service levels
- Provide the ability to optimize costs and utilization of assets
- Ensure supply meets the demands of the business and that IT assets directly support specific business productivity requirements in the most efficient and reliable way possible
- Mitigate risks associated with governance practices, compliance requirements, and business continuity
- Provide the ability for true cost allocation

Building Long-term Capability Through Technology

CDW recommends using an industry-leading Asset Management technology platform to manage and discover your environment. Our goal is to align the appropriate technology to help meet your business goals and drive IT initiatives. Our strategy includes:

- Understanding your existing investments in asset management
- If no asset management technology is in place, we can then assist in making technology recommendations, aligning resources for product demonstrations, and working with the vendor to set up proof of concept.
- Working with Cobb County to understand short and long-term business goals
- We can help Cobb County assess if your current investments are able to achieve these goals.
- Assessing additional applications
- We can help evaluate whether integration with specific business applications and/or systems are required to support you.

Empowering Your Practice

Continuous improvement and internal communication are key in a successful ongoing Asset Management program. With an IT platform as the foundation, CDW can provide customized, ongoing consulting that can positively impact a customer's ROI.

Ensure Proper Communication

With our partners at Universal Management Solutions (UMS), we can work with Cobb County to design an ongoing IT Asset Management (ITAM) strategy and support services- so you can focus on more strategic IT efforts.

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Ensure All Cobb County's Publishers Are Listed

We can ensure that Cobb County is spared the ongoing process of publisher contract management, or we can focus on just a short list of concerns. We can be flexible to accommodate Cobb County.

With visibility gained into the entire publisher environment, CDW will identify the redundant products in your environment, allowing for rightsizing your licensing investments

Software Management and CDW

With assessments, technology validations, deployments, ongoing management and experts on-hand. CDW can help with every phase of the software solution. Our services and specialists include:

- **Test Assessment and Roadmap:** We develop a three-year roadmap for your customer's software environment with assessment and envisioning sessions, proofs of concept, health checks, product and licensing program comparisons, contract negotiation and image processing services.
- **Onsite Software Deployment:** Our experts install and configure Cobb County's on-premises software for desktops, notebooks, tablets, smartphones, servers and routers.
- **CDW Software Asset Management:** Hosted by CDW and powered by Snow Software, our license management service gives customers a clear view of the software being used across their devices.
- **Software Asset Management (SAM) Specialists:** Our certified SAM specialists analyze customers' licenses and provide reconciliation services to help them understand where gaps exist between entitled and employed licenses.
- **Licensing Account Executives:** Experts perform onsite reviews of the software environment. We use this information to recommend the best products and licensing programs for your budget, and help manage those assets throughout the contract.
- **Partner and Technical Specialists:** During initial consultation, our presales systems engineers answer any in-depth software, licensing and technical questions.

Data Protection

Data protection to protect, backup, recover and archive data and applications.

Data is your organization's most precious asset, but storing and protecting that data can be a challenge. Your IT team must contend with a laundry list of internal and external threats while also managing increasingly complex hybrid storage environments. Those tasks are made even more difficult when you consider the growing number of data-intensive applications your users depend on every day. Overcoming data protection and storage hurdles requires solutions and services that suit your needs and environment, as well as a trusted partner like CDW that can help you navigate your options.

Investing in storage through CDW can help address:

- Risk
- Agility
- Cost

Partnering with CDW for data protection and storage can help you achieve other key organizational and IT objectives, including:

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- Mitigating risk
- Managing storage resources productively
- Supporting diverse user requirements
- Maintaining cost controls

Why You Should Partner with CDW

Because every dollar counts, your organization needs to maximize the value of its data storage and protection investments. CDW's tenured and certified solution architects can build a customized plan that ensures you unlock the storage performance and resilience you need within your preferred budget and spending model. We also deliver:

- Vendor-agnostic expertise driven by our industry-leading partnerships
- A full-stack approach that supports you at every stage of your journey
- Dedicated support from a team that's worked with organizations of all sizes

Energy and Water Conservation

Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

ISO 14001:2015 Certification

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

All CDW distribution centers and two of our U.K. offices hold ISO 14001 certification, the international standard for Environmental Management. These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.



Figure 15: ISO 1400 Certification

Energy Management – Carbon Emissions

At CDW, we look for opportunities to make meaningful reductions in our carbon footprint. Given the non-manufacturing nature of our operations, our facilities do not represent our greatest source of emissions. Rather, shipping and logistics functions present an opportunity for us to focus on carbon emission reductions through our relationships with value chain partners. Approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking and improving freight transportation efficiency.

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We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions.

beGreen Program

CDW implemented a formal beGreen program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. Our beGreen initiative provides coworkers with the platform to share ideas and take collective action to improve our environment. Areas of focus include:

- Coworker education
- Community awareness
- Recycling
- Resource conservation

Figure 16: CDW•G's beGreen Initiative

Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional team of coworkers from multiple CDW locations, and participation continues to be strong since its inception 13 years ago.

Reducing and eliminating waste through recycling, wherever possible, is ingrained throughout our organization. Our coworkers develop and lead efforts to help reduce waste to landfill from personal consumption and business use. Our dedicated beGreen staff continually looks for more ways to be environmentally responsible.

Financial Services

Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

CDW•G's Financing Solutions Team helps members navigate through all the available payment solution options (leasing, financing, subscriptions, etc.) CDW's Financial Partners provide to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our Financing Partners, such as our 2017 HP PartnerOne Financial Services Partner of the Year Award and the 2019 Cisco Capital Central Partner of the Year Award. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For members that have diversity requirements to meet, we can recommend WBE certified partners.

At CDW•G, we focus on providing the best solutions in the industry—not simply the latest solutions from a single provider. CDW•G can facilitate an agreement between Cobb County and a variety of leading financing companies that can help you obtain the payment terms that best fit your unique needs and budget requirements. Cobb County can secure a payment solution structure with maximized options and terms. Our Premier Financing Partners include:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services

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- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Success Story: IT as a Service

United States Census Program

The Decennial Census is a once-a-decade activity that takes years of planning to carry-out the largest peacetime workforce mobilization in the US. CDW•G began developing and planning our technical and operational solution in 2015, well in advance of the 2017 contract award date. The US Census Decennial program mission is a Constitutionally mandated program established to accurately count each person in the US and count them only once. This is accomplished over a series of Census Field operations carried out across the USA and its territories with the final objective to provide the complete Census report to the US President by end of year.

Since 2017 DW•G has been providing the US Census Bureau mobile technology under a large **Device-as-a-Service** prime contract. This contract includes full life-cycle technology management from leveraging CDW•G's ISO accredited secure supply chain practices to acquire, configure, test, ship and recover/disposition over 650,000 mobile devices. In addition to cellular assignment and activation, CDW•G also provides device security via Mobile Device Management with active tracking, monitoring and managing of the very large fleet of deployed devices. CDW•G also offers Program Management, Technical solution architecture (Win10 and iOS), Asset Management, Contract and Subcontract management, consolidated shipping and reverse logistics, and Tier 2/3 Help Desk support.

CDW/CDW•G have maintained performance throughout the COVID 19 pandemic and have shared with our Census customer our best practices utilized to ensure that there is no disruption in our services. We proposed 7 Small Business/Diverse suppliers and have subcontracted more than 20% of the program total to SB entities.

Other Services and Solutions

Services and solutions not listed above that may be proposed by Offeror.

As organizations face limited time, budgets and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Staff Augmentation and Ad Hoc Support Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you'll always receive the right solution to your problems — not just the one that's convenient.

CDW AMPLIFIED™ Services Portfolio

Cobb County and Omnia Partners will benefit from accessing a comprehensive set of services that offer an unparalleled breadth of services. Our portfolio of services includes data center, networking, hybrid cloud, end user workspace and collaboration, application development, data analytics, and technical support and service desk services. Our services are purpose-built, with pre-defined service descriptions, statements of work, deliverables, service level objectives, and

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pricing. The benefit for your members is the ease they can transact with CDW•G from solution planning to service startup.

A summary of our entire Services portfolio is presented below.

CDW AMPLIFIED™ Infrastructure Services provide the expertise, tools, and resources to scale and future-proof Members' critical data center and network architecture. For example, our service engineering can help scale and optimize an existing on-premise data center to meet increasing application workload or design and implement a solution for migrating applications and infrastructure to a hybrid cloud solution. With the acquisition of Aptris, CDW now provides ServiceNow services for the design, orchestration, and management of customer's ServiceNow applications, including ITSM, ITOM, SecOps, CSM, and HR Management. Our entire Infrastructure Services portfolio includes:

- Networks: Enterprise Data Center Networking, Software Defined Networks (SDN), Wireless Networking
- Hybrid Cloud: Hyperconverged/Private Cloud Deployments and Public Cloud solutions for Azure and AWS Services
- Operating System (OS): Management administration of virtual/physical server and OS, Infrastructure Application support, Database Services, and ServiceNow Services.
- Data Center: Power/Cooling, Storage, Compute, Data Protection, Virtualization, Software-defined Data Center and Networking

CDW AMPLIFIED™ Workspace Services provide a comprehensive approach for end users, educators, and students to work from anywhere, on any device, at any time. Our two configuration centers can support complex deployments, including staging, imaging, integration, kitting, and deploying up to 10,000 devices per day. Workspace Services also provides integrated solutions for managing the security risks to endpoint devices to remain productive and secure. Workspace Services includes:

- Collaboration: Voice, Video, Messaging, Conferencing, Contact Center, Productivity Applications, and Content Management.
- Endpoint Services: End User Compute, Mobility, Unified Endpoint Management & Security, and Managed Print Services

CDW AMPLIFIED™ Security Services help customers with ever-evolving security threats and maintains compliance with their industry and regulatory standards. Cybersecurity risks are higher than ever, and organizations require continuous defense, detection, and dynamic responses against evolving threats while maintaining industry compliance. CDW Amplified™ Security services provide independent evaluations of a customer's security posture and help fortify against identified weaknesses. Our security engineers can design comprehensive strategies and solutions for protecting critical IT resources and data. Our security engineers hold certifications in CISSP, CISA, CISM, CIPP, Ethical Hacking, ISO Auditing, and ITIL.

Our Professional Services can orchestrate advanced network defense techniques such as next-generation firewalls, advanced endpoint protection, content security, and access management. Security Services includes:

- Information Security: Risk and compliance assessment, penetration testing, and comprehensive security assessments, vCISO advisory services
- Detect and Respond: Security Incident Response services, Log aggregation and Correlation, Security Incident and Event Management (SIEM)
- Physical Security: Physical access controls, Video Surveillance, Environmental Sensors

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- Secure Platform: Managed Next-Generation Firewall (NGDW), Intrusion Protection System (IPS), Identity and Access Management (IAM), and Network and Managed Zero-Day Endpoint Protection
- Managed Cloud SIEM with vulnerability and threat intelligence, advanced analytics, prioritized alerting and reporting, and end-to-end incident response

CDW AMPLIFIED™ Development Services help customers address their growing technical debt in their legacy application stacks and software delivery processes. Development Services provides modern, cloud-native technologies and industry-leading best practices to allow customers to develop applications that revolutionize their infrastructure and solve business issues. CDW Amplified™ Development Services help our customers modernize and streamline their application delivery with the following services:

- Software Engineering: Custom Software Design and Consulting, Application Architecture, Agile Development using DevOps, and software engineering utilizing Continuous Integration/Continuous Development (CI/CD) methodologies.
- Application Modernization: Refactoring legacy applications to modern application principles using containers, microservices, and event-based architectures.

CDW AMPLIFIED™ Data Services help customers make data-driven decisions by leveraging the benefits of a modernized data warehouse. Data Services also provides Artificial Intelligence (AI) and Machine Learning (ML) services for clients to develop actionable insights and realize the full benefit of their data warehouse. Data Services includes:

- Data Modernization: Builds solutions to modernize Data Warehousing applications using multiple vendor platforms
- Data Analytics: Creates advanced data visualizations and analytics solutions utilizing vendor platforms from Microsoft, AWS, Google, Splunk, and Tableau
- AI and ML: Builds and deploys AI/ML solutions for operationalizing customer data that can help predict and proactively respond to emerging market trends and demand

CDW AMPLIFIED™ Support Services deliver custom warranty, maintenance, and technical support services that augment a customer's IT staff so they can focus on maximizing business outcomes. Support Services includes:

- CDW Technology Support Service (CTS): Provides a 7x24 single point of contact support for technical and maintenance support on Cisco, Microsoft, and Palo Alto Networking products. Our expertise provides faster response times and more cost-effective solutions when compared to OEM branded technical support.
- E-Learning Technical Support: Our IT and AV support professionals provide a highly responsive Level 1 service desk for Educational institutions that rely on hybrid or remote learning for their student's educational needs.

Staff Augmentation Services:

Many managed service providers offer IT staff augmentation as part of their service offerings. What differentiates CDW•G's Technical Resourcing is our 20+ years of experience providing IT services and solutions and our sole focus on Information Technology and Engineering resourcing. As an IT engineering company that provides advanced Application Services, DevOps, Cybersecurity, Cloud Architecture, and Big Data, we understand the skill sets and experience a member needs. Members can be confident in CDW•G's ability to identify candidates that meet the technical requirements of the role. This level of technical acumen uniquely positions us to help Members fill their most challenging IT staffing requirements seamlessly and expediently.

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We use the same recruiting team to attract candidates for internal postings and customer positions. This provides us a competitive edge compared to other staffing firms that do not have the domain knowledge or bench of proven candidates. Our strength and value lies in providing a white-glove experience compared to other staffing MSPs. Our recruiters do not just gather and forward resumes from job postings. Instead, each recruiter discusses the role with the hiring manager to understand both the client culture and the soft and hard skills needed for a successful placement. Our goal is to respond with one to two quality candidates within a week of meeting the hiring manager. Our experience is we can fill 81% of the openings with one or two candidates, cutting down on time spent in multiple interviews .

Project Management Services

CDW•G's Project Management Office's (PMO) mission is to drive excellence and leadership in Project and Program Management for all of our customers. We leverage a proven methodology based on the Project Management Institute's (PMI) standards and best practices while tailoring projects to meet business outcomes and requirements. Our PMO is an active member of the PMI Global Executive Council whose role is to lead and direct the future of the project management profession and ensure its continued growth and success. We have over 160 customer-facing Project and Program Managers, with over 70 being PMP Certified.

Our project methodology is scalable to any project size, customer-value driven, and flexible enough to integrate with your member's methods as needed. By being PMI aligned, we focus on communication, quality management, and continual improvement during all phases of the project. More information on these phases is described below.

- Project Initiation confirms the initial contract, the scope of work, resource requirements, prepares the kickoff meeting.
- Planning focuses on discovering and understanding requirements and stakeholders, communication plans, and delivers the project plan.
- Execution manages the design, implementation, testing, and migration of services, coordinating CDW engineers and the member's project resources.
- Closure finalizes the handoff to operational support, project closure documentation, and final project closure meetings. The closeout meeting is also the opportunity to review the customer's perspective of success and lessons learned during the project.
- Monitor and Control occur throughout the project's lifecycle to ensure that the project status, budget, and milestones are monitored and reported on a timely basis.

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Experience [RFP 5.4]

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. Scope of services/contract description.

b. Dollar value of contract.

c. Assigned project personnel.

d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Reference 1	**Client Name:**	Collier County, FL
Scope of Services/Contract Description		
Collier County utilizes the OMNIA Partners contract (formerly National IPA) for all goods and services that CDW is able to source for them. Typical manufacturers include, but are not limited to, Cisco, Vmware, CrowdStrike, NetApp, APC, Microsoft, and Dell.		
Dollar Value of Contract	$4.3M Annually	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mark Fowski	
Telephone	239-252-8322	
Email	mark.fowski@colliercountyfl.gov	

Reference 2	**Client Name:**	Orange County, FL
Scope of Services/Contract Description		
Orange County utilizes the Sourcewell contract for all goods and services that CDW•G is able to provide or source. CDW•G has provided professional services of advanced technology solutions including, but not limited to: MS Exchange, MS Active Directory, M365, VMware, Nutanix, Juniper, PeopleSoft, Security managed services, and Staff Aug personnel.		
Dollar Value of Contract	$10.1M	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mack RiCharde	
Telephone	407-836-5200	
Email	mack.richarde@ocfl.net	

Reference 3	**Client Name:**	Nashville Electric Service Board, TN
Scope of Services/Contract Description		
NES has approved the NIPA Corporative contract for all CDW•G purchases. They have been utilizing this contract since 2015. CDW•G has performed the following services for NES:		

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ServiceNOW Integration, Splunk Installation and Data Migration, Nutanix install and configuration and Wireless Site Survey.	
Dollar Value of Contract	$1.5M
Assigned Project Personnel	
Name	Robert Sullivan, Executive Account Manager
Name	Griffin Curcio, Executive Account Manager
Name	Austin Hudson, Nashville Advanced Technology Account Executive
POC	
Name	Matt Dodd
Telephone	615-747-3199
Email	hdodd@nespower.com0

Reference 4	**Client Name:**	City of Boca Raton
Scope of Services/Contract Description		
City of Boca Raton has leveraged the OMNIA Technology Contract through CDW•G for 90% of their IT Hardware and Software needs for more than 7 years. In addition, the city has utilized our Affiliate, Sirius, a CDW company, for nearly the same tenure as their primary IT professional services provider.		
Dollar Value of Contract	$2.7M Annually	
Assigned Project Personnel		
Name	Ray Clyne, Advanced Technology Account Executive	
Name	Roger Heroux, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Jolyn Avery	
Telephone	561-367-7062	
Email	javery@myboca.us	

Reference 5	**Client Name:**	City of Atlanta
Scope of Services/Contract Description		
The City of Atlanta has awarded CDW•G their hardware/software sourcing contract over the course of the past 14 years for four, consecutive contract cycles. CDW•G was the sole-awardee for two of the four contract awards, including the flagship contract. In addition to the Hardware/Software sourcing contract, CDW•G provides professional IT services for the city, including all agencies in the “General Fund”, as well as Atlanta Department of Watershed management and Atlanta Department of Aviation, Hartsfield Jackson International Airport.		
Dollar Value of Contract	$14.2M Annually	
Assigned Project Personnel		
Name	Dan Gallagher, Advanced Technology Account Executive	
Name	Mike Zorica, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Errika Stewart	
Telephone	404-330-6204	
Email	estewart@atlantaga.gov	

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Product Information/Service Capability [RFP 5.5]

a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?

For today's State, Local, and Education leaders, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help our SLED customers accelerate innovation, enhance citizen experiences and optimize collaboration, all while delivering agility and cost efficiencies. We maintain a working ecosystem of coworkers and partners to address the myriad service requirements of our customers.

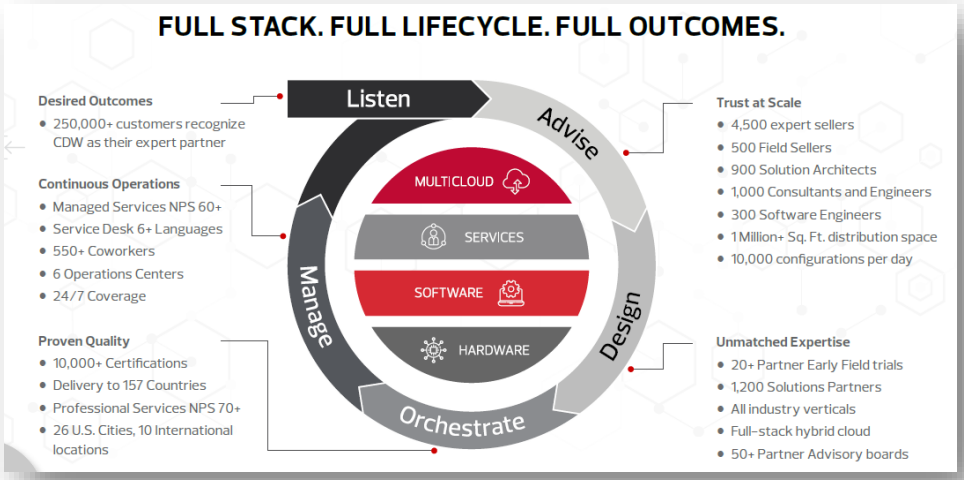

Figure 17: Full Stack Lifecycle

Service Centers

Our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners.

The number of authorized service centers depends on many factors so we cannot give a definite number at this point. However, we can explicitly confirm we have authorized service centers available for any agency who wishes to purchase off this contract.

Break-Fix

We typically provide break/fix services through our partner network, though we can do that through a managed service as well. The choice of partner network depends on a multitude of factors including location in the United States, brand of product, budget, turnaround time, etc. Our team is happy to discuss in further detail regarding a particular instance.

Config. Centers

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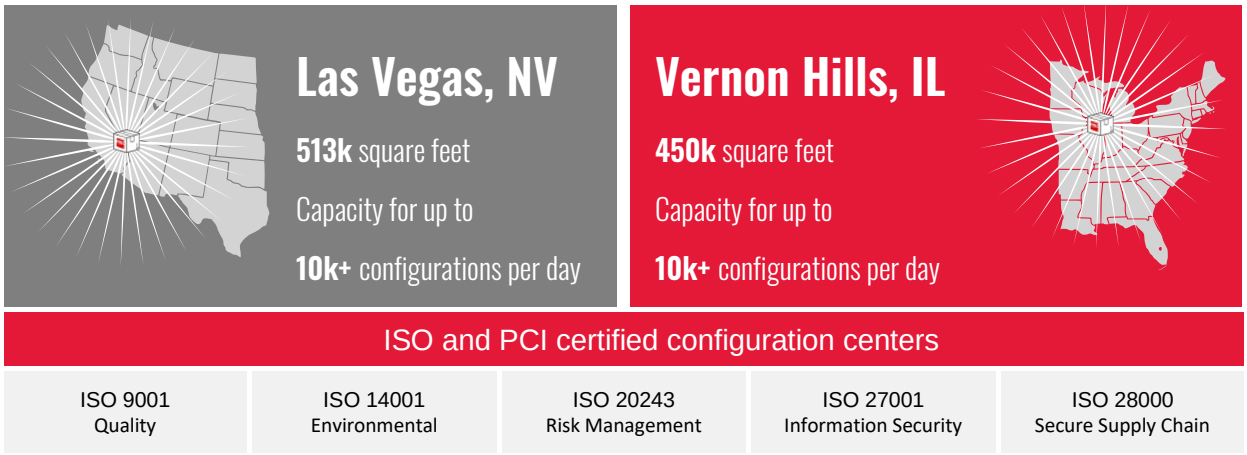
OMNIA Partners Members can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution.

Two State-of-the-Art Configuration Centers



CDW•G operates redundant, environmentally controlled ISO and PCI certified centers in Vernon Hills, IL, and North Las Vegas, NV to provide faster delivery and reduced shipping expense. Our Distribution and Integration Centers have a combined one million sq. ft. including 75,000 sq. ft. dedicated to configuration and another 50,000 sq. ft. dedicated to staging. CDW can scale to meet your needs.

Local Branches

CDW is headquartered just outside of Chicago, Ill., and we have 28-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of your office. And even if a customer is located in an area without a local branch, our network of trusted service providers — all trained to follow the same consistent approach, processes, methodologies and professional manner of CDW badged engineers — ensure that your organization will still get the full attention and resources it deserves.

Depending on the location and particulars of the system or product that needs servicing, costs can vary. Due to this complexity, our team will work with each agency as needs arise to provide a custom State of Work that includes costs to the customer.

Pick-Up & Delivery

We can facilitate pickup and delivery services for an additional cost. Regarding delivery of large equipment, we maintain our own inventory and relationships with the top delivery providers to ensure timely and safe delivery. We also have direct relationships with major manufacturers where we can leverage their dropship channels for delivery.

In our experience, the type of pick-up services that our customers require vary. As a result, we require more details to document our process. However, we will work with all customers to accommodate requested pick-up services and their unique specifications.

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Configuration Services Overview

Cobb County and OMNIA Partners can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2,600,000 products every year - more than 10,000 custom units a day.

Capabilities Overview

Our configuration team can provide many services, including:

- Hardware Integration: Including installation of memory, hard drives, NIC cards, video cards and a variety of other components.
- Software Configuration: Your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- Custom Imaging: Including image creation, maintenance and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- Rack Configuration: We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs and PDUs into a rack structure, then cable and label before shipping.
- Mobility Services: We configure and activate your tablets, phones, handhelds and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- Custom Laser Engraving: Your logos and other important information can be engraved onto notebooks, mobile devices and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- Asset Tagging and Reporting: You have the option to use CDW/CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for U.S. Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW Account Center.
- Network and Security Device Configuration: We configure firewalls, routers, switches, access points and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade; uploading master configuration files; configuration of IP address, subnet mask and default gateway. All customization is based on your organization's unique specifications.
- Burn-in Services: We run your devices for 12 hours or more to ensure all components are working properly.
- Custom Packaging: This includes kitting, palletization, inserts and welcome letters and box labeling.
- Buy and Hold Services: This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW handles the configurations, customizations, logistics and shipping requirements to ensure your pre-defined deployment schedule is met.

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Configuration Services Project Management

CDW•G offers Configuration Services Project Management which works to ensure the success of projects and ongoing programs. Here are some of the key PM activities.

- Serve as the main point of contact (POC) for overall project communication, including escalations
- Communicates expectations and holds Internal CDW Services team accountable for meeting project timelines
- Establish and manage project schedule and expectations
    - The schedule is based on the customer's expected delivery and deployment dates and well as approved SLA and configuration volume commitment from the CDW Services Team
    - Schedules are subject to change. Schedule crashing may result in higher cost to meet increasing demand and/or it may not be feasible to meet requested deadlines due to insufficient planning and limited resource availability
- Manage rollout/delivery schedule
- Assign roles and responsibilities to members of the project team
- Conduct regular cadence calls with stakeholders (internal and/or external)
- Actively track and report status for open Configuration Services orders in the project
    - Order and status reports on an agreed to schedule
    - Format of reports can vary based on customer requirements and needs of the project
- Track and manage product availability for CDW Configuration Services to meet deployment schedule
- Manages escalated orders and changes in the schedule
- Escalate issues to management as needed

Quality Assurance

All Configuration Center workers are trained on CDW•G's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a QC technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

CDW•G also offers a Burn-in Service (available in 12 hour increments) which includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.

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Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW•G's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Additional notes for Imaging and Software configurations:

CDW•G has a team of engineers, technicians and team leaders trained to work on image and software deployments. Customer specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.

Managed Services - Service Levels

CDW's Managed Services offerings allow Cobb County and OMNIA Partners to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization goals and current capabilities.

CDW•G provides three levels of managed services:

- Advanced Monitoring
- Proactive Maintenance
- Availability Management

Each of the levels encompasses the previous levels (i.e. Silver includes Bronze). There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Advanced Monitoring (Bronze)

Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

Proactive Maintenance (Silver)

Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.

Availability Management (Gold)

Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Additional details for all three service levels are outlined in the table on the following page.

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Table 3: Service Levels

	GOLD	SILVER	BRONZE
24/7/365Operations	•	•	•
Engineers on T&M Basis	•	•	•
Critical Service and Event Monitoring	•	•	•
SNMP Variables	•	•	•
Performance Thresholds	•	•	•
System Events	•	•	•
Client Alert Notifications	•	•	•
Performance Reporting	•	•	•
Proactive System Patching	•	•	
Hot Fixes	•	•	
Service Packs	•	•	
Firmware Updates	•	•	
Break/Fix Support	•		
Change Control	•		
Engineering Support	•		
99.9% Uptime SLA	•		
Life Cycle Management	•		
Predictable Monthly Fee	•		

b. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

While CDW•G appreciates prompt payment, we do not offer discounts for early payment. Prompt payment ensures that CDW•G is able to continue offering low prices while managing our costs.

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Payments can be made to the following addresses:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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Pricing [RFP 5.6]

a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.

• Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable) –

- Manufacturer part #

- Supplier's Part # (if different from manufacturer part #)

- Description

- Manufacturer's Suggested List Price and Net Price

- Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).

c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

Catalog Pricing

Cobb County		
Category	**Description**	**Discount % from CDW•G Advertised***
A	Accessories (A)	6.75%
B	Power, Cooling & Racks (B)	5.00%
C	Desktop Computers (C)	3.00%
C/DT	PC Compatible Desktop Computer (DT)	2.10%
C/DM	Apple Desktops (DM)	0.50%
D	Data Storage/Drives (D)	5.50%
E	Enterprise Storage (E)	5.00%
F	Point of Sale/Data Capture (F)	4.25%
H	Servers & Server Management (H)	4.00%
J**	Services (CDW Delivered) (J)	0.00%
L	Notebook/Mobile Devices (L)	2.50%
L/NM	Apple Notebooks (NM)	0.50%
L/NB	Notebook Computers (NB)	2.10%
L/NB/CBK	Chromebooks (CBK)	0.00%
L/RD	Tablets (RD)	2.25%
N	NetComm Products (N)	5.50%
O	Carts and Furniture (O)	5.00%
P	Printing & Document Scanning (P)	3.00%
Q**	Services (Partner Delivered) (Q)	3.00%

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Cobb County		
R	Client Configure-to-Order (R)	2.50%
S	Software (S)	4.00%
T	Collaboration Hardware (T)	4.25%
V	Video & Audio (V)	3.50%
W	Cables (W)	15.00%

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administrative Fees.

Clarifications

* "Advertised Price" or "Nationally Advertised Price" or "NAP", refers to CDW-G's List Price, a publicly available and verifiable price at cdwg.com

** These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Infrastructure as a Service	
Cloud Service Providers	
Provider	**Discount off MSRP**
Amazon Web Services	0%
Google Cloud Platform	0%
Microsoft Azure	0%

Our Infrastructure as a Service portfolio of AWS, GCP, and Azure is offered in conjunction with our Managed Cloud as a Service.

ServiceNow Solutions PaaS Offering	
Option	**Discount off MSRP**
ServiceNow IT Service Management Professional – Unrestricted User 2	0% (5% off CDW•G NAP)
ServiceNow Integrated Risk Management Professional – IRM User	0% (5% off CDW•G NAP)

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of 2% off CDW•G NAP. The NAP is publicly available

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pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

Digital Velocity Solutions	
Role	**Hourly Rate**
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer / Tech. Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

CDW•G's full-stack engineering services team, a part of a specialized group identified as Digital Velocity Solutions (DVS), focuses on digital transformation from code to cloud, and data center to database. The roles listed below are for the skilled engineers that make up this practice.

For this proposal, we are offering the following DVS roles:

- DVS F-CTO
- DVS Digital Strategy Consultant
- DVS Digital Product Strategist
- DVS Principal Engineer / Tech. Lead
- DVS Architect
- DVS Senior Engineer
- DVS Engineer
- DVS Associate Engineer
- DVS Program Manager
- DVS Sr. Technical Project Manager
- DVS Technical Project Manager
- DVS Project Coordinator

The responsibilities of each role are dependent on the statement of work breakdown in the specifics of the project. All of these roles work within the Digital Velocity Solutions team and uphold the go-to-market strategy of DVS.

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Managed Services	
Managed Service Basic / Essential / Premium Support for AWS, GCP, and AZURE	**Monthly Price*** Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services.
Basic Service - $0K to $10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



ServiceNow Solutions	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165
ServiceNow Associate Consulting Engineer	$170

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ServiceNow Engagement Manager	$235
ServiceNow Business Process Consultant	$255
ServiceNow Principal Consultant	$275
ServiceNow Organizational Change Management Consultant	$275
ServiceNow Integration Expert	$250
ServiceNow Quality Assurance Expert	$200
ServiceNow Solution Architect	$255
ServiceNow Technical Consultant / Developer	$220
ServiceNow Trainer	$235

A continuation of our ServiceNow solutions practice as listed above in our managed services category, this section of ServiceNow solutions related services pricing encompasses several roles that Cobb County and OMNIA Partners can successfully utilize in the creation and implementation of ServiceNow solutions initiatives and projects.

Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%
Amplified Services	
Google for Education (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

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Staff Augmentation			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00
Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

The market for qualified resources is more competitive than ever and finding reliable talent can be difficult. CDW•G's Staff Augmentation services take the hassle out of resourcing. We maintain relationships with thousands of qualified resources and provide organizations with the best candidates the first time around. Whether Cobb County and OMNIA Partners need a resource for just a few weeks, several months, semi-permanent, or permanently, our critical

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TTM (Time to Market) solutions will help Cobb County and OMNIA Partners scale up or down rapidly depending on where they are in the project lifecycle.

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00
Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00
EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00
Managed Services OS	
Item	**Rate**
Windows O/S - Gold	$77.63
Linux O/S (Red Hat/ SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00
Managed Services Security	
Item	**Rate**
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02

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Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84
Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10
Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00
Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50
Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10
Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	$434.70

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(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70
Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00
Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00
UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50
UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50
Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

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These rates are subject to re-evaluation after the initial 3-year contract term.

Time and materials support - out of scope services

Hourly price is $240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud services operate in conjunction with a consumption-based model and are calculated on a solution-specific basis.

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

Our project managers and consultants work directly with you to design and implement every facet of Cobb County and OMNIA Partners solutions. After assessing the current environment and business objectives, we'll produce a detailed project blueprint. Partnering with existing staff, CDW•G will oversee the full implementation of the solution. We will conduct a quality assurance methodology and troubleshoot as necessary. An in-depth closeout meeting to make sure Cobb County and OMNIA Partners are ready to take the reins. Our end-to-end support ensures that the solution can improve customer experience, increase efficiency, and free up your team to focus on what matters.

CDW•G services offer you an unusual combination of the close relationship and easy access of a local provider who understands Cobb County and OMNIA Partners environment inside and out, and the scale, efficiency, and resources of a multinational provider.

Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources assist and scale your IT team's needs, freeing them up to focus on delivering bottom-line value and innovation. CDW•G understands each solution is unique and For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate.

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CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Cobb County and OMNIA Partners for review and approval. Cobb County and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering."

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

For all non-cloud consumption-based offerings, our price list can be found at the following link:

CDW Premium Page - Cobb County Purchasing Department (cdwg.com)

CDW•G is excited by the prospect of supporting Cobb County and OMNIA Partners in their mission to create a relevant yet flexible contract solution to provide IT solutions among public sector entities. To this effect, we've developed this page to fulfill the request for electronic price lists (where applicable) as outlined in the RFP.

On this landing page, evaluators can access solution information (Manufacturer Part #, CDW•G part #, Description, Nationally Advertised Price, and Price to Cobb County) by clicking on the "Contracts" page, then clicking the available link, and then selecting the category of interest for relevant solutions.

This price list includes, where applicable, manufacturer part number, offeror part number, description, manufacturers suggested list price and net price, and net price to OMNIA Partners.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on publisher list price (MSRP), where available to CDW•G. In cases, where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G quoted price. This structure provides the necessary flexibility, to enable OMNIA Members/participating entities to make purchases offerings, as cloud offerings evolve, through life of our contract.

AWS, Azure, and GCP utilize price calculators for typical engagements and other variables to determine price specific to customer's needs.

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For more information directly from each manufacturer, please visit the following links for more information:

- Azure
- AWS
- GCP

SaaS Pricing for Gopher Products and Additional SaaS for Amplified IT

The offered pricing discount above applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

b. Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions. When possible, our account teams will work with manufacturers to provide even deeper discounts to the competitive offering we are proposing. As we are leveraging our purchasing power in the marketplace, we are not at this time offering discounts on volume orders for this contract. This purchasing power allows us the ability to provide great prices, no matter if you purchase 1 item or 1,000 items.

c. We do not plan to include leasing or financing options at this time, though if Cobb County and/or OMNIA Partners is interested in learning more, we have an entire team and partner network who can provide financing options.

Financial Statements [RFP 5.7]

Proposers shall submit a recent history of financial solvency and provide the following:

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

b. Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

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CDW•G cannot supply a Dun & Bradstreet report as it violates our contract with Dun & Bradstreet. Cobb County and OMNIA Partners can obtain a report for CDW•G from Dun & Bradstreet.

CDW Government LLC's Dun & Bradstreet number is: 02-615-7235.

Our parent company, CDW Corporation, has a 5A3 D&B rating. CDW Corporation's Dun & Bradstreet number is: 80-806-8253

As a publicly owned company, our financial statements are publicly available. A link to our 10k report can be found here. https://s23.q4cdn.com/113947819/files/doc_financials/2020/ar/CDW-2020-Annual-Report-Form-10K.pdf

Quarterly report link https://investor.cdw.com/financials/quarterly-results/default.aspx

CDW•G has not had a bankruptcy petition filed in its name, voluntarily or involuntarily.

As required with this RFP, we have included our Financial Ratio Evaluation Template, in which we scored a 3 on the Flash Drive. This document is titled *CDWG Response to Cobb County OMNIA_RFP 23-6692_Financial Ratio Evaluation Template.*

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National Contract [RFP 5.8]

a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.

b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.

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a) We have included a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract in the following section Supplier Response and included all applicable required forms in Appendix B: Required Forms. These sections thoroughly explain our experience, our strong national presence, how we will educate our national sales force, how products and services will be distributed nationwide, our marketing plan and how volume will be tracked.

b) We understand we will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. We have provided our proposed exceptions in Appendix E: Exceptions. We look forward to negotiating in good faith with Cobb County and OMNIA Partners.

Supplier Response [RFP 3.0]

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company [RFP 3.1]

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. To provide each customer with one contact who is knowledgeable of every nuance of their organization Account Teams are further segmented by agency type, Education (K12/High Ed) or Government. This allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers. CDW•G

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delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and customer preferences. We offer flexibility in how customers engage with and buy from us. We have the subject matter experts to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement. We pride ourselves on our innovation and ceaseless desire to deliver an excellent customer experience.

B. Total number and location of salespersons employed by Supplier.

CDW•G currently employs more than 6,000 coworkers, part of our larger organization of 13,900 coworkers nationwide and in Canada, with more than 28 different locations. Located across the US, CDW•G has more than 1,225 Account Managers and 60 Advanced Technology Account Executives forming Account Teams segmented into five verticals: Higher Education, K-12 Education, Healthcare, Federal Government, and State & Local Government.

At CDW•G, we connect our customers to their technology and unlock additional value that goes beyond the business challenges they need to solve. As IT solutions have evolved, we recognize that their utilization now means different things across the nation. Whether it's State Agencies, Local Governments, Universities, or K-12 classrooms, we have adapted along with SLED customers' changing needs to help them maximize their investments and identify new ways to make the IT products and related services truly work for them.

Our sales force acts as the core of this effort. Employing an iterative approach to identifying, deploying, and adjusting IT solutions, our sellers and supporting teams ensure that customers have dynamic solutions addressing current and anticipated needs.

Our Account Teams are organized geographically enhancing their knowledge of the local landscape including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific experts, like our K-12 Classroom Strategists. All of these coworkers will act as an extension of our Account Teams in support of Cobb County and OMNIA Partners.

Through their expertise in specific solution sets, our subject matter experts advise customers on the technology to make informed decisions in support of mission-critical objectives. Wherever Cobb County and OMNIA partners are located, CDW•G will meet these customers' needs.

Account Managers per segment:

- State and Local Government: ~225
- Higher Education: ~200
- K-12 Education: ~350
- Healthcare: ~250
- Federal Government: ~200

C. Number and location of support centers (if applicable) and location of corporate office.

CDW•G Headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061. At CDW•G, our sales strategy is based on being a locally-focused organization with a national presence. We want OMNIA Partners to understand the breadth and depth of our organization. Our sales offices are widespread throughout the US., allowing our sales teams to be where OMNIA Partners are located.

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CDW•G has two warehouses and more than 25 US sales offices, including a state-of-the-art 5,000 sq ft office in the Nashville area. Our office locations include:

Table 4: CDW•G Office Locations

Office Locations				
Chandler, AZ	Glendale, CA	Shelton, CT	Tampa, FL	Chicago, IL
Lincolnshire, IL	Vernon Hills, IL	Evansville, IN	Indianapolis, IN	Detroit, MI
Grand Rapids, MI	Minneapolis, MN	Las Vegas, NV	Cherry Hill, NJ	Eatontown, NJ
Cincinnati, OH	Cleveland, OH	Nashville, TN	Dallas, TX	Reston, VA
Bellevue, WA	Appleton, WI	Madison, WI	Milwaukee, WI	Wausau, WI
New York City, NY				

D. Annual sales for the three previous fiscal years.

CDW•G is a wholly-owned subsidiary of CDW LLC. CDW•G has a consistent history of demonstrating continued revenue growth, as shown in the table below. OMNIA Partners should take note of that CDW•G itself is financially stable, and has the ability to leverage additional financial stability through CDW LLC.

Net sales for the past three years have been the following

Table 5: Annual Revenue

CDW and CDW•G Annual Revenue		
Fiscal Year	**CDW Total Revenue**	**CDW•G Revenue Contribution**
2021	$20.82 Billion	$8.18 Billion
2020	$18.47 Billion	$8.13 Billion
2019	$18.03 Billion	$6.9 Billion

a. Submit FEIN and Dunn & Bradstreet report.

FEIN

CDW•G FEIN: 36-4230110

Dunn & Bradstreet Number:

We appreciate the Cobb County's request for our most recent Dunn & Bradstreet Business Report; however, providing copies of CDW•G's Dunn & Bradstreet Business Report creates a breach of contract with Dunn & Bradstreet, and as such, Cobb County can choose to directly obtain a copy of the report using CDW•G's Dunn & Bradstreet Number 02-615-7235.

E. Describe any green or environmental initiatives or policies.

CDW•G has long been conscious of our impact on the environment, especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

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CDW•G recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen™ program. The beGreen™ program provides coworkers a platform to reduce, reuse and recycle to make CDW•G's operations leaner, more efficient and more environmentally responsible. Since the program's inception, we have seen overwhelming coworker participation in beGreen™. CDW•G has a cross-functional team of coworkers who contribute to program management and work to ensure the consistency and integrity of the beGreen™ program standards. CDW•G has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries, and wooden pallets. Our dedicated beGreen™ staff continually looks for more ways to be environmentally responsible. beGreen™ focuses on several key areas:

Coworker education

- Community awareness recycling
- Resource conservation
- ISO14001

Figure 18: CDW•G beGreen Initiative

ISO 14001:2015 Certification

CDW•G has achieved the ISO 14001:2015 Environmental Management System (EMS) standard certification. The certification has been awarded to CDW•G's Vernon Hills, IL and North Las Vegas, NV distribution centers and attached offices. CDW•G's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

EPA Green Power Partnerships

CDW•G participates in the United States Environmental Protection Agency's (EPA) Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy, making CDW•G the largest private buyer in MGE's Green Power Tomorrow program.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

OMNIA Partners promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and women-owned businesses, small businesses, veteran owned businesses, and LGBT-owned businesses. OMNIA Partners' ideal vendor on this contract will empower and work with all types of diverse suppliers in the marketplace, not just one or two.

CDW•G does not hold small or diverse business certifications. Our focus is creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to Cobb County and OMNIA Partners opportunities. In our experience, customer diversity initiatives are not always met by one or two specific certifications.

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In our experience, customer diversity initiatives are not always met by one or two specific certifications. CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications, among others:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Supplier Diversity Program

CDW•G's Supplier Diversity program goal aims increase procurement opportunities for direct and indirect spending with diverse businesses across the country. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to provide the best customer experience while contributing to economic growth in diverse communities.



One of our greatest points of pride at CDW•G is that in 2019, our diversity efforts were recognized and CDW•G was formally inducted into the Billion Dollar Roundtable. This is an exclusive group of U.S.-based companies that procure more than $1 billion annually from minority- and women-owned businesses. To read more about this group, please see https://www.billiondollarroundtable.org/.

Our 2021 annual spend with small and diverse businesses via our Business Diversity Program grew to a record $3.4 billion. These diverse businesses profited from increased revenue through CDW's creation of 29,254 jobs and more than $1.7 billion paid in wages. Since launching our Supplier Diversity Program, total spending with small and diverse businesses is above $20 billion.

Our Director of Business Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2021. Other accolades of diversity excellence in 2021 include:

- US Veterans Magazine Best of the Best Supplier Diversity Program
- Professional Women's Magazine Best of the Best Supplier Diversity Program
- Black EOE Journal Best of the Best Supplier Diversity Program
- HISPANIC Network Magazine Best of the Best Supplier Diversity Program
- Supplier Diversity Program Best of the Decade by MBN Diversity

One more important aspect of the CDW•G Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW•G is a National Corporate Member of

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the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. We also support other organizations with a supplier diversity focus, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, and the National Veteran-Owned Business Association, and the National Gay & Lesbian Chamber of Commerce.

CDW•G contributes financially to these organizations and engages in advisory councils, attends and hosts events, and provides resources to support these organizations' focus on continued growth and success.

In addition, 50% of our Executive Council (our C-Suite executive board; i.e. CEO, COO, CFO, CIO, etc.) members are women.

Using CDW•G Diversity Partners

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and require the partner to be certified within their city or state.

These various engagement models allow Participating Agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network.

The following are a few ways that CDW•G can support Participating Public Agencies in meeting their diverse supplier goals:

- Educate users on CDW•G's business diversity program and how to initiate a planning session
- Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative
- Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity
- Perform ongoing engagement to adjust plans as necessary

More details on our Tier I and Tier II Programs can be found below.

Tier I Program

CDW•G is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spending goes directly to the diverse firm. We offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that Cobb County and OMNIA Partners can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with diverse leasing companies to support Cobb County and OMNIA Partners Tier I spend requirements.

Tier II Program

To foster even more opportunities for small, diverse businesses, we a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's

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goal is simple: to further opportunities for competitive diverse companies to supply goods and services. In this model, CDW•G purchases the products from diverse suppliers and delivers them to our customers. CDW•G can provide Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

CDW•G does not meet any of the below certifications in any classified areas. Though not a woman-owned company, it is important to note that since January 1, 2019, CDW has been led by a woman executive—CEO Christine Leahy. Leahy has been with the company for 17 years, previously served as the company's chief revenue officer, and was the company's first general counsel.

Women comprise over half the U.S. population but remain underrepresented in leadership positions. Less than 10% of the top executives in Fortune 100 companies are women while only 6.6% of Fortune 500 CEOs are women.

Considering these statistics, along with a general underrepresentation of women in IT, CDW•G is setting the pace with Leahy as the second female CEO of a Fortune 500 company in Illinois, and with female leaders making up 40% of our executive leadership. Fairygodboss recognized CDW (and thus CDW•G), ranked 2nd, as one of the best places for women to work. At CDW•G, we aim for equity from the inside out, and our executives are leading by example.

CDW•G does not hold any certifications in any of the classified areas listed below.

Table 6: Minority Certifications

Category	Response
a. .Minority Women Business Enterprise	No
b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	No
c. Historically Underutilized Business (HUB)	No
d. Historically Underutilized Business Zone Enterprise (HUBZone)	No
e. Other recognized diversity certificate holder	No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As needed throughout the contract, CDW•G may look to bring on additional vendors. CDW•G has partnerships with more than 1,000 diverse organizations all across the US.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. Our Partner Services group manages these companies. These incorporate in-depth processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with

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engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are considered subcontractors when they perform services engagements with us. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfilment – it warrants a vendor who provides quality products and customer experience. A significant priority in SLED IT initiatives is flexible, adaptive technology that can securely promote user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement officers need to understand their options, and SLED agencies need to know their products are securely sourced.

Our position as a leading technology solutions provider with extensive experience working with OMNIA Partners, a mature public sector practice, robust relationships with SLED customers across the nation, mature logistics capabilities, secure and responsible sourcing processes, a fully developed contract management department, and an in-depth marketing approach all combine to create a procurement solution that no other vendor can offer.

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OMNIA Partnership & Contract Experience

Not only is our sales force well-versed in growing contracts but they are experienced in promoting OMNIA Partners contracts, specifically. We believe the contract structure that Cobb County and OMNIA Partners offer combined with our expertise in promoting dynamic procurement solutions with our broad customer ecosystem offer a unique opportunity to optimize contract adoption and growth. Collectively, we can remove the complexity of procurement and technology that our customers often encounter.

Additionally, CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments. As depicted, we continuously evolve to support our key strategic relationship with OMNIA Partners. We look forward to the possibility of working with Cobb County to apply best practices and lessons learned from our OMNIA relationship to further this evolution.

Public Sector Expertise

We have over 30 years of extensive experience in providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 in order to better serve our government, state & local, and education customers. CDW•G is now among the largest K-12 technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. Public sector business comprised roughly 40% of our total annual revenue in 2021. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance with customers actively transacting across all 50 states.

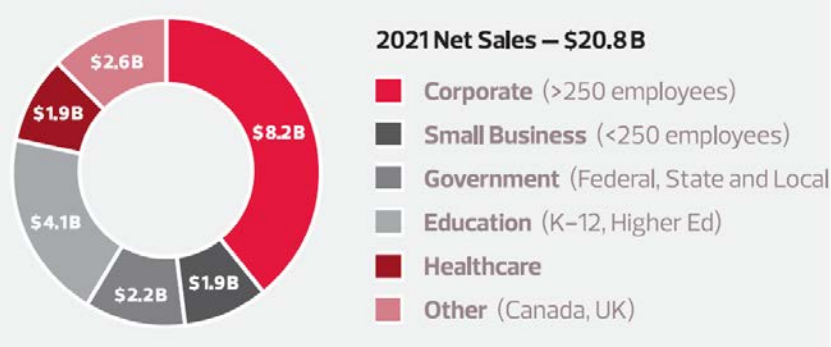

Figure 19: Distribution of 2021 Net Sales

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM's and distribution partners' fulfilment capabilities with our own distribution centers to optimize quick and accurate fulfilment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management

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System (WMS) that ensures speed and accuracy throughout the order fulfilment and distribution processes. CDW•G's marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company. They send us daily Electronic Data Interchange (EDI) downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new Agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users.

Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G's sales and marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, the Cobb County, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

Touched upon earlier, CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, inaccurate reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

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J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As of the date of submission, there are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held company and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of submission, there are no known debarment or suspension actions taken against CDW•G.

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Distribution, Logistics [RFP 3.2]

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

For this response, CDW•G is pleased to offer all of the providers and services CDW•G offers Our line of products and services can be found at www.cdwg.com.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

CDW•G provides nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. A full description of our distribution centers can be found in the Description of Facilities section below.

Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including US Territories and Outlying Areas where allowable and applicable by local government regulations, CDW•G contractual limitations, and our relationships with the respective manufacturers.

Additionally, due to the relationships which CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintain active communication with the manufacturer and the preferred carrier to not only ensure that the correct number and model of products are being shipped but that shipment schedules are being met.

We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacture products ourselves. The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

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C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

As with all of our contracts, this contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Compliance

Immediately upon award of a contract, the Program Manager reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. The Program Manager is responsible for ensuring that CDW•G observes all legal statutes included in the contract as well as all business commitments. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is the Program Manager's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since the Program Manager is often the person most familiar with the contract, they will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends with Cobb County and OMNIA Partners' use of the contract.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it. End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.

Distribution Channels

CDW•G offers various distribution methods for our customers. It is of the utmost importance that our customers can purchase from us however is easiest from them. CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.
We will provide Cobb County a Premium Page in which they can quickly and efficiently place and track the status of their orders.
As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles.
To supplement our direct purchasing model, CDW•G has developed strong affiliations with principal channel distributors. They send us daily EDI downloads which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.
Our two distribution centers are located in close proximity to principal distributors; this enables us to obtain competitively priced, non-stocked items relatively quickly. CDW•G can secure non-of-stock product(s) from our local distribution network normally within 24 hours with a few more

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obscure products taking up to 48 hours, depending on your requirements. The value-added benefits of our highly automated state-of-the-art distribution systems are that Cobb County and OMNIA Partners will receive the right products quickly, configured correctly and ready to use; this will enable your employees to maintain a high level of productivity and to better serve your customers.
Customers at any time can reach out to their dedicated Account Manager to place an order via phone or fax is that is the preferred method.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

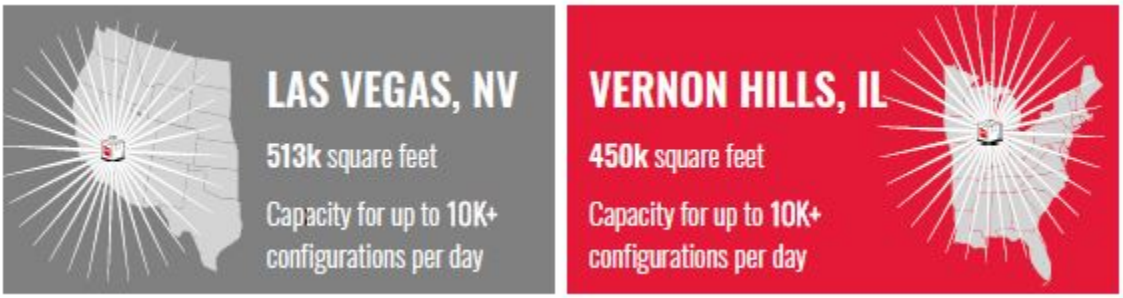
We work with several, authorized, channel partners to deliver solutions to OMNIA Partners. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners.

CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with Cobb County and OMNIA Partners to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. We have two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.



Our Configuration Centers are PCI Certified and Hold Several Iso Certifications:				
ISO 9001	**ISO 14001**	**ISO 20243**	**ISO 27001**	**ISO 28000**

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Quality	Environmental	Risk Management	Information Security	Secure Supply Chain

We hold more than $500M of inventory in our two in-house distribution centers that total almost one million square feet. Our ISO 9001-, 14001-, and 28000-certified, strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the US. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies.

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Marketing and Sales [RFP 3.3]

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

CDW•G has a long-standing relationship with OMNIA Partners (and previously with affiliates of OMNIA including NIPA and US Communities GPA). CDW•G is vendor agnostic. This is not our primary go to market strategy. We continue to lead and facilitate our growth strategy with numerous public entities which utilize the multiple OMNIA contracts CDW•G has been named to. CDW•G will continue to partner with OMNIA Partners through this contract, if awarded, and other contracts to identify additional members under this solicitation. CDWG must abide with various regulations and requirements in multiple jurisdictions including some with mandatory use requirements, exclusions, or preference of public entities on utilization of specific contracts. We have included a cohesive marketing plan and pledge to continue focusing on the growth of this contract's awareness and success.

Beginning with the date a contract is executed, the CDW•G Team, in conjunction with our Executive Leadership, will work to implement the Master Agreement within our computer system and communicate it to the sales team. We will provide Cobb County and OMNIA Partners with specific dates of implementation upon award and with a firm understanding of the contract terms.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our Executive Leadership to the Contract Management group, our team of coworkers will collaborate to customize a detailed and effective plan to launch and grow this contract.

CDW•G has a successful contract launch history where we focus on five areas of the contract which are:



Figure 20: Contract Launch Progression

This methodology allows our coworkers to efficiently get brought up to speed about this new agreement and begin contract growth with Cobb County and OMNIA Partners.

Our process is as follows:

1. The Program Manager receives the executed Master Agreement and other relevant signed documents and saves CDW•G's contract library
2. The Program Manager sets up the pricing in our Contract Management System
3. The Program Manager works with our in-house eProcurement team to create a homepage specific for Cobb County and OMNIA Partners. ensuring contract-compliant pricing, as well as the various logins and security settings for OMNIA Partners.

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4. The Program Manager oversees training for our sales teams supporting Cobb County and OMNIA Partners on the contract terms and deliverables.
5. The Program Manager will provide Cobb County and OMNIA Partners reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration.

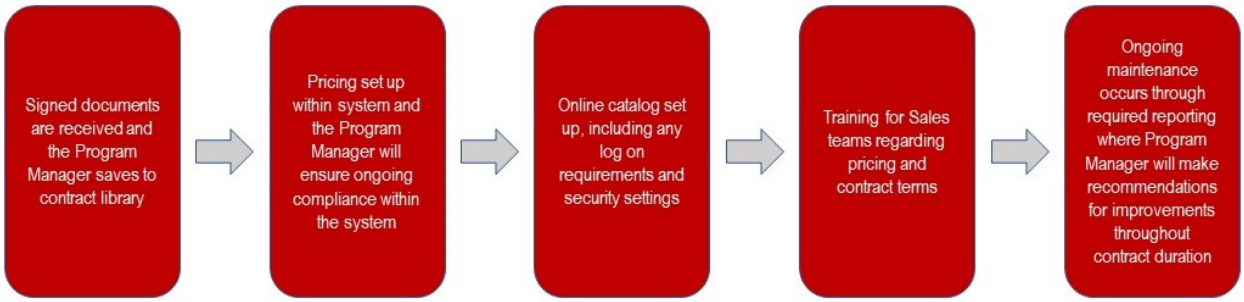

Figure 21: Program Management Growth Methodology

We are excited to bring this proven growth methodology, also displayed in the depiction above, to the contract in partnership with Cobb County and OMNIA Partners.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new Agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program for both Cobb County, GA and nationwide. CDW•G executive leadership commits to endorse and sponsor the award within the first 10 days of the contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract

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procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

CDW•G's Program Manager, Francie Gribble, has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

Over the first 90 days, in partnership with the OMNIA Partners team, Francie and other key members of the CDW•G executive leadership team will outline their strategy to implement this contract within our portfolio. With our experience on both OMNIA and other cooperative contracts, our robust implementation plan ensures we are able to bring our national sales force up to speed quickly,

Gribble will work directly with our sales leadership, Cobb County, and OMNIA Partners to develop and execute a training program for our sales force swiftly following contract signature. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits. We expect this to happen within the first 30-45 days of contract signature.

The documentation Gribble compiles in conjunction with our marketing department will be customized depending on the needs and the region of the seller to ensure our messaging matches the customers within that geography.

Our sellers will then be equipped with relevant collateral to communicate with customers the benefits and strength of this contract. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award. However, CDW•G doesn't stop at 90 days. We have continuous, ongoing training with our national sales force for the life of the contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaigns to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

i. Creation and distribution of a co-branded press release to trade publications

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

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Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) – shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security and services.



Figure 22: State Tech Sample

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- State Tech Magazine

Advertisements and Cobranding.

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving the State;
- Samplings of our breadth and depth of industry partnerships
- Contract specifics where customers can find CDW•G delivered solutions and services; a
- Contact details for Account Managers and Field Account Executives

We are able to do the same thing for Cobb County on this contract and other OMNIA Partners, should you want to.

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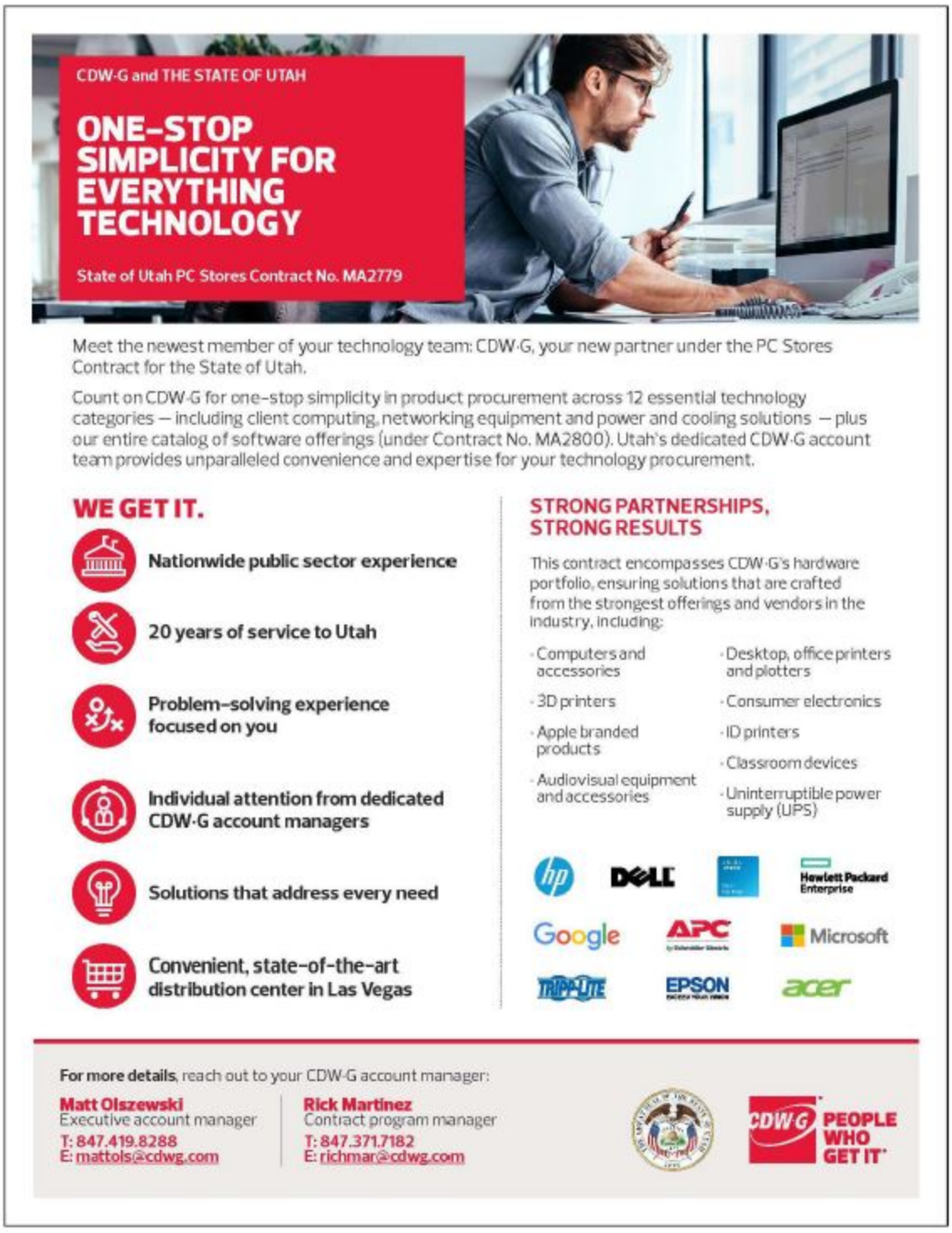

Figure 23: CDW•G Custom Flyers

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad are employees educated on and active in social media. This Social Squadpushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. We can customize this content to be relevant to Cobb County and OMNIA Partners.

With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized tab on our OMNIA Partners Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message. This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new Agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new Agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sale- led communications campaign, and Social Media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. We also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with Cobb County and OMNIA Partners. For instance, a combined OMNIA and vendor branding logo can be created to include in social media advertisements, the Agreement's customized Premium Page, customer-facing digital and print one-pagers, and customer-facing emails.

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Upon contract award, intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and State Tech publication sites.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approached and specific goals/targets for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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CDW•G currently hosts a dedicated web-page for our OMNIA agreements www.cdwg.com/omniapartners including all contract documentation, marketing materials, products and pricing and relevant links. Upon award we will create a dedicated tab on this premium page.

The updated Premium Page will include the following:

- Cobb County and/or OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of products and pricing
- Marketing materials
- An electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for Cobb County and/or OMNIA Partners
- Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Entities' needs.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As Cobb County and OMNIA Partners may know, CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members into the contract and sustain the growth.

CDW•G currently holds a significant number of cooperative purchasing contracts including Omnia Partners/National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell. CDW•G is solutions-focused and provides consultation to assist our customers to select the best contract vehicle suited for their specific procurement needs. We continue to maintain transparency of our contract portfolio to our customers and will work with customers upon their request to transition customers to ensure it is in the best interests of purchasing entities, CDW•G, OMNIA Partners, and customers.

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D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners, Public Sector logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
6. You may not frame or alter the CDW•G website in any way.
7. At CDW•G's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

CDW•G confirms we will be proactive in direct sales to Public Agencies nationwide and our initiatives will, at a minimum, communicate points i-iv stated above.

I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

II. Best government pricing

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III. No cost to participate
IV. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.

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Figure 24: OMNIA Partners and CDW•G

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F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

---

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Francie Gribble will work directly with our sales leadership, Cobb County, and OMNIA Parnters to develop and execute a training program for our sales force. Training content will address all of these elements. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

At a minimum, training will include the following topics:

I. Key features of Master Agreement
II. Working knowledge of the solicitation process
III. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

- Name: David Hutchins
- Title: VP, Strategic Programs and Sales Enablement
- Email: David.hutchins@cdwg.com
- Phone: 847-968-9782

ii. Marketing

- Name: Lauren Bull
- Title: Manager – Public Sector Field Marketing
- Email: lbull@cdw.com
- Phone: 847-968-0257

iii. Sales

- Name: AJ Lucci
- Title: Sales Manager
- Email: ajlucci@cdwg.com
- Phone: 312-705-9355

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iv. Sales Support

- Name: Rob Sullivan
- Title: Executive Account Manager
- Email: robesul@cdwg.com
- Phone: 312-705-9505

v. Financial Reporting

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

vi. Accounts Payable

- Name: **we assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary
- Title:
- Email:
- Phone:

vii. Contracts

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

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CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.

To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Government and Strategic Programs, Ben Bourbon and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution is as simple as walking a few desks over to explain the situation.



Figure 25: CDW•G's Escalation Process

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures

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to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations.

Cobb County and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G, as well. AJ Lucci, Sales Manager; Don McCarthy. Director SLG East, Ben Bourbon, Vice President of Government Sales; and Chris Webb, Director, Capture are all high-level, accessible, points of contact focused on the success of this Agreement.

Contact information for the highest level of the executive sales team is:

- Name: Don McCarthy
- Title: Director, Area Sales
- Email: Donamcc@cdw.com
- Phone: 847-419-6317

l. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Public sector customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

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I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all of our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure c contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, CDW•G's Program Manager, Francie Gribble, will work directly with Cobb County and OMNIA Partners to stand-up all aspects of the new Agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new Agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e., training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Due to confidentiality reasons CDW•G does not release the financial information of Our customers. Should this contract be accepted, CDW•G can solicit each customer individually to determine whether their financial information may be shared.

The following are our 2021 top Public Agency OMNIA Customers:

Table 7: CDW•G Top 10 Public Agency Customers

Customer Name
NYC Dept Of Info Tech & Telecom
NYC Cyber Command
New York City Department of Education
NYPD
NYC HRA
MTA Headquarters
Kern County High School District
NYC Dept Of Health & Mental Hygiene
NYC Department of Education
NYPD

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K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

eCommerce Platform – Web based

Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases. Whether you are a first time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shoppers entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means Cobb County won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize Cobb County award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP, but may be accommodated based upon the scope of the project.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

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i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other requirements.

We commend Cobb County and OMNIA Partners for creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the SLED space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims the terms and conditions of this Master Agreement, we will comply with all appropriate contractual terms. Subject to applicable law, we represent that under this Agreement we will make reasonable commercial efforts to offer prices that are competitive with the prices offered to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

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Appendix A: Sample SOW

See following pages for a Sample SoW that would need to be mutually agreed upon for all Service engagments.

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STATEMENT OF WORK

Project Name:		**Seller Representative:**
Customer Name:		
CDW Affiliate:		
		Solution Architect:
SOW Created Date:		
Version:		**Drafted By**

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

SERVICES FEES

EXPENSES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

Appendix B: Required Forms

See following pages for our signed forms required with this submission.

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BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: CDW Government LLC

Contact name: Eric Moore

Company address: 230 N Milwaukee Ave, Vernon Hills, IL 60061

E-mail address: eric.moore@cdwg.com

Phone number: 765-749-9981 **Fax number:** 847-465-6800

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

David Hutchins VP Strategic Programs
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: David C Hutchins
(SIGNATURE)

TELEPHONE: 847-968-9782 FAX: 847.465.6800

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: CDW•G does not offer Time Payment Discounts

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
N/A

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: CDW Government LLC

ADDRESS: 230 N Milwaukee Ave, Vernon Hills, IL 60061

REPRESENTATIVE: David Hutchins

PHONE: 847-968-9782 FAX: 847.465.6800

E-MAIL david.hutchins@cdwg.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

731442
EEV (E-Verify) Program Number

03/26/2008
EEV Program Date of Authorization

David C Hutchins
BY: Authorized Officer or Agent
[Contractor Name]

CDW Government LLC
Contractor Business Name

David Hutchins
Printed Name

10/11/2022
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October 2022

Notary Public Commission Expires: May 31, 2026

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026



Effective 09-20-2013

SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(6) Maintain such records for a period of five (5) years.

N/A
_____ _____
EEV (E-Verify) Program Number EEV Program Date of Authorization

_____ _____
BY: Authorized Officer or Agent Subcontractor Business Name
[Subcontractor Name]

_____ _____
Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

_____

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

Cobb County/OMNIA Technology Product Solutions and Related Services
(Project Name/Description)

AJ Lucci	Dan Gallagher	Heather Kohls
Don McCarthy	Keshun Morgan	Francie Gribble
Rob Sullivan	Anup Sreedharan	

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

David C Hutchins
Signature of Officer

David Hutchins, VP Strategic Programs
P

Date 10/11/2022

Employer Name & Address:

CDW Government LLC

230 N Milwaukee Ave

Vernon Hills, IL 60061

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October, 2022

Notary Public
Commission Expires: May 31, 2026

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

Effective 09-20-2013

Attachment A

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Cobb County, GA (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Signature will be provided upon contract negotiation agreement	
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847.465.6800

Printed Name and Title of Authorized Representative: David Hutchins, VP Strategic Programs

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 10/11/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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, CDW Government 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.

David C Hutchins

Signature of Contractor's Authorized Official

David Hutchins, VP Strategic Programs

Name and Title of Contractor's Authorized Official

10/11/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:
230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847-465-6800

Printed Name and Title of Authorized Representative:
David Hutchins, VP Strategic Programs

Email Address: david.hutchins@CDWG.com

Signature of Authorized Representative: David C Hutchins

Date 10/11/2022

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	VP Strategic Programs
Signature:	David C Hutchins	Date:	10/11/2002

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Illinois
County of Lake ss:

I, David Hutchins (name of affiant) residing in Lincolnshire (name of municipality) in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am VP Strategic Programs (title or position) of the firm of CDW Government LLC (name of firm)

_____ the bidder making this Proposal for the bid entitled Technology Product Solutions and Related Services (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Cobb County and OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC.

Subscribed and sworn to

before me this day

October 11, 2022

David C Hutchins
Signature

David Hutchins
(Type or print name of affiant under signature)

Elizabeth Hilts
Notary public of Connecticut

My Commission expires May 31, 2026

(Seal)



ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: CDW Government LLC

Street: 230 N Milwaukee Ave

City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/11/2022
Date

David C Hutchins VP Strategic Programs
Authorized Signature and Title

Version August 19, 2022

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins — Signature
David Hutchins — Printed Name
VP Strategic Programs — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of October, 2_2.

(Notary Public)

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026

My Commission expires: May 31, 2026

David C Hutchins
(Affiant)

David Hutchins, VP Strategic Programs
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

This link does not work. CDW•G complies with this request and have included below an image from a recently submitted OMNIA proposal. We will readily fill out the correct form when the link is fixed.



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ Bidder /Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Hutchins Signature: David C Hutchins
Title: VP, Strategic Programs Date: 4/29/2022

DPP Standard Forms Packet 11/2013

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	March 24, 2021

For Office Use Only:

20210324152645869

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: VP Strategic Programs

Signature David C Hutchins Date 10/11/2022

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins — Signature

10/11/2022 — Date

David Hutchins, VP Strategic Programs — Print Name and Title

Version August 19, 2022

Appendix C: Addendums

See following pages for our signed Addendums

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote (“RFP/RFQ”) furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC
Company Name

10/11/2022
Date

David C Hutchins
Signature

David Hutchins
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Cobb County Purchasing Department

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services

Proposed Language for Negotiation
191

Appendix D: Exceptions

I. Introductory Comment

CDW-G's proposed edits have been driven by the nuances between manufacturers and non-manufacturer resellers of hardware and service offerings such as CDW-G.

The below clauses and associated rationale attempt to convey those challenges and the inherent risks which are potentially subject to price contemplation in resulting offers. Thank you for the opportunity to provide the below feedback and potential future discussion on the below proposals. CDW-G appreciates the partnership with the County and the opportunity to earn additional business.

II. OVERVIEW

Section – ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s) or Term of Service "TOS" are standard contract documents or terms or conditions governing a Participating Agency's access to, use of, or deployment of certain software, Cloud solutions, or services the awarded vendor supplies hereunder, directly, or indirectly, and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor, Cloud solutions provider, or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

III. Cobb County General Instructions for Proposers, Terms and Conditions

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is ~~not~~ the patentee, assignee or licensee.

IX.G.i Notice Requirement

Each insurance policy required by this Contract ~~shall be endorsed to state that coverage~~ shall notify Owner in the event it is ~~be~~ suspended, voided, canceled, reduced in coverage or in limits ~~except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]~~. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

XIII. Contract – CDW-G notes that the RFP did not contain a Cobb County Sample Contract. Any proposed items for negotiation are therefore reserved for post-award review.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. ~~On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late.~~ Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor ~~(or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor~~ shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all finally adjudicated claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and tangible personal property damage~~, including but not limited to intellectual property claims,~~ arising directly ~~or indirectly~~ from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. ~~The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement.~~ To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all third party claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

EXHIBIT II

CDW Government LLC Pricing Submission

Services/Solution Pricing Table of Contents
Catalog Pricing
Cloud Service Providers
Digital Velocity Services
Cloud Managed Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Cobb County and OMNIA Partners for review and approval. Cobb County and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Cobb County		
Category	**Description**	**Discount % from CDW-G Advertised***
A	Accessories (A)	6.75%
B	Power, Cooling & Racks (B)	5.00%
C	Desktop Computers (C)	3.00%
C/DT	PC Compatible Desktop Computer (DT)	2.10%
C/DM	Apple Desktops (DM)	0.50%
D	Data Storage/Drives (D)	5.50%
E	Enterprise Storage (E)	5.00%
F	Point of Sale/Data Capture (F)	4.25%
H	Servers & Server Management (H)	4.00%
J**	Services (CDW Delivered) (J)	0.00%
L	Notebook/Mobile Devices (L)	2.50%
L/NM	Apple Notebooks (NM)	0.50%
L/NB	Notebook Computers (NB)	2.10%
L/NB/CBK	Chromebooks (CBK)	0.00%
L/RD	Tablets (RD)	2.25%
N	NetComm Products (N)	5.50%
O	Carts and Furniture (O)	5.00%
P	Printing & Document Scanning (P)	3.00%
Q**	Services (Partner Delivered) (Q)	3.00%
R	Client Configure-to-Order (R)	2.50%
S	Software (S)	4.00%
T	Collaboration Hardware (T)	4.25%
V	Video & Audio (V)	3.50%
W	Cables (W)	15.00%

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administrative Fees.

Clarifications

* "Advertised Price" or "Nationally Advertised Price" or "NAP", refers to CDW-G's List Price, a publicly available and verifiable price at cdwg.com

** These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Infrastructure as a Service	
Cloud Service Providers	
Provider	**Discount off MSRP**
Amazon Web Services	0%
Google Cloud Platform	0%
Microsoft Azure	0%

ServiceNow Solutions PaaS Offering	
Option	**Discount off MSRP**
ServiceNow IT Service Management Professional – Unrestricted User 2	0% (5% off CDW•G NAP)
ServiceNow Integrated Risk Management Professional – IRM User	0% (5% off CDW•G NAP)

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of 2% off CDW•G NAP. The NAP is publicly available pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

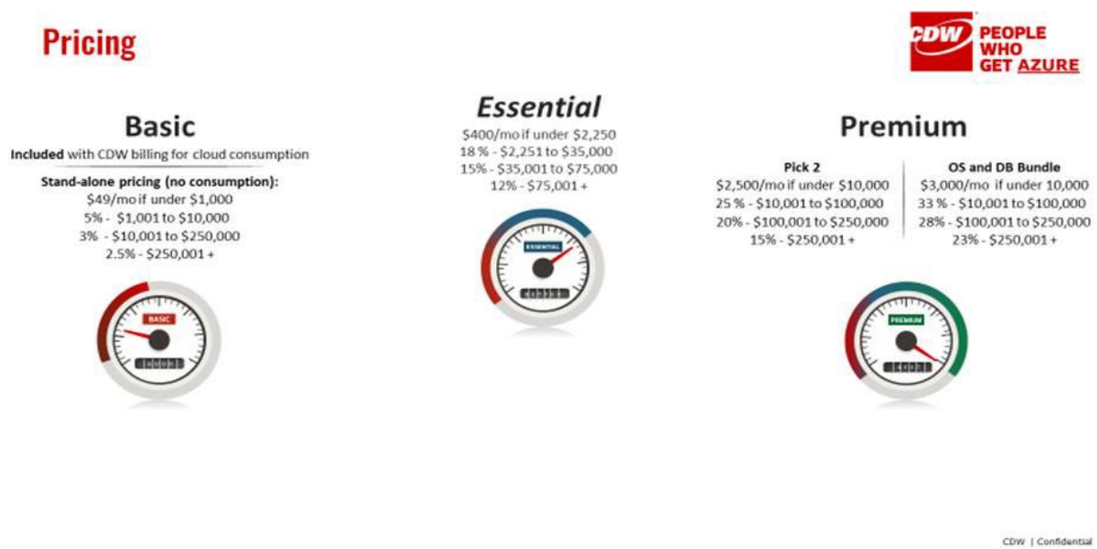
Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on publisher list price (MSRP), where available to CDW•G. In cases, where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G quoted price. This structure provides the necessary flexibility, to enable OMNIA Members/participating entities to make purchases offerings, as cloud offerings evolve, through life of our contract.
AWS, Azure, and GCP utilize price calculators for typical engagements and other variables to determine price specific to customer's needs.

For more information directly from each manufacturer, please visit the following links for more information:
Azure
AWS
GCP

Digital Velocity Services	
Role	**Hourly Rate**
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer / Tech. Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

ServiceNow Solutions Services	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165
ServiceNow Associate Consulting Engineer	$170
ServiceNow Engagement Manager	$235
ServiceNow Business Process Consultant	$255
ServiceNow Principal Consultant	$275
ServiceNow Organizational Change Management Consultant	$275
ServiceNow Integration Expert	$250
ServiceNow Quality Assurance Expert	$200
ServiceNow Solution Architect	$255
ServiceNow Technical Consultant / Developer	$220
ServiceNow Trainer	$235

Managed Services	
Managed Service	**Monthly Price***
Basic / Essential / Premium Support for AWS, GCP, and AZURE	Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services.
Basic Service - $0K to $10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

Amplified Services	
Google for Education (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

Staff Augmentation Services			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00
Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00

Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00
EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00

Managed Services OS	
Item	**Rate**
Windows O/S - Gold	$77.63
Linux O/S (Red Hat/ SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00

Managed Services Security	
Item	**Rate**
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02
Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84

Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10

Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00

Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50
Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10

Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70
Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00

UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50
UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50

Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

These rates are subject to re-evaluation after the initial 3-year contract term.

Time and materials support - out of scope services

Hourly price is $240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement

Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

EXHIBIT III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Detail by Entity Name

Foreign Limited Liability Company
CDW GOVERNMENT LLC

Filing Information

Document Number	M10000000049
FEI/EIN Number	36-4230110
Date Filed	01/05/2010
State	IL
Status	ACTIVE

Principal Address

230 North Milwaukee Avenue
Vernon Hills, IL 60061

Changed: 04/26/2025

Mailing Address

230 North Milwaukee Avenue
Vernon Hills, IL 60061

Changed: 04/26/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title Manager

Leahy, Christine A.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Title Manager

Kulevich, Frederick J.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Title Manager

Bourbon, Benjamin A.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Title Assistant Treasurer

Chmielewski, Timothy F.
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Annual Reports

Report Year	Filed Date
2025	04/26/2025
2025	08/20/2025
2026	04/21/2026

04/21/2026 -- ANNUAL REPORT	View image in PDF format
08/20/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2025 -- ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/15/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
05/07/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/15/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- Foreign Limited	View image in PDF format

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 4.I. **C #:** 26240

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving an "Agreement between Broward County and City of Sunrise providing for funding and administration of Home Program Funds for Homebuyer Purchase Assistance Program for Fiscal Year 2023-2024"; and providing an effective date.

BACKGROUND INFORMATION:

The City receives Home Investment Partnerships Program (HOME) funding from the United States Department of Housing and Urban Development (HUD) through its participation in the Broward County, Florida HOME Consortium. Broward County has administered and implemented a Home Buyer Purchase Assistance Program on behalf of the City dating back to FY 2016-2017 HOME funding.

The FY 2023–2024 HOME agreement includes an entitlement allocation of $218,158.00 and program income of $2,327.67, for a total funding allocation of $220,485.67. These funds have already been expended and provided purchase assistance for six (6) income-eligible households.

The City received the Home FY 23-24 agreement from the County during the summer of 2025. This Home agreement required revisions based on our City Attorney's feedback; however, the County did not make the necessary changes until September 2026.

Approval is requested for the City to enter into an agreement with Broward County for the implementation and administration of the City's FY 2023–2024 HOME-funded Home Buyer Purchase Assistance Program.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26240
FY 2023-2024 Broward County HOME Agreement - Purchase Assistance

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2023-2024"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City receives funding from the U.S. Department of Housing and Urban Development (HUD) under the Home Investment Partnerships Program (HOME) through participation in the Broward County HOME Consortium; and

WHEREAS, Broward County, as the lead entity for the HOME Consortium, is the recipient of HOME Program funding for all members of the HOME Consortium; and

WHEREAS, an Agreement between the City and Broward County for FY 2023-2024 funding in the amount of $220,485.67 is necessary for the City to receive the funding from Broward County. The funds will be used to provide purchase assistance to a minimum of three (3) income-eligible households.

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

Section 1. An "Agreement between Broward County and City of Sunrise Providing for Funding and Administration of Home Program Funds for Homebuyer Purchase Assistance Program for Fiscal Year 2023 – 2024" (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement.

Section 3. City staff is hereby authorized to take all action required to carry out the Agreement, including executing any necessary forms, reports, and certifications.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2023 – 2024 (CFDA # 14.239 / FAIN # M23-DC-120201)

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Sunrise, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On November 14, 2023 (Agenda Item No. 42), the Broward County Board of County Commissioners authorized HOME funding in the amount of Two Hundred and Twenty Thousand Four Hundred and Eighty-Five and 67/100 Dollars ($220,485.67), inclusive of Program Income in the amount of Two Thousand Three Hundred and Twenty-Seven and 67/100 Dollars ($2,327.67) to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Contract Administrator** means the Director of the Housing and Urban Planning Division, or such other person designated by same in writing.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **HOME Funds** means the HOME Program (as defined herein) funds awarded to City and administered by County under this Agreement.

1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.8 **HUD** means the United States Department of Housing and Urban Development.

1.9 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.

1.10 **Project** means the Homebuyer/Purchase Assistance project as described in Exhibit A to this Agreement.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Project Description
Exhibit B Affirmative Marketing Policy

ARTICLE 3. PROJECT

3.1 County shall administer a Homebuyer/Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto. City shall comply with the duties, obligations and responsibilities as outlined for City in Exhibit A attached hereto. Time is of the essence in City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.2 The Parties shall cooperate in the preparation of any and all reports required under this Agreement.

3.3 The requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" shall be applicable to the HOME Funds administered by County under this Agreement as provided in 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(d), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

3.4 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount of HOME Funds allocated to City under this Agreement for County's administration of the Project shall be Two Hundred and Twenty Thousand Four Hundred and Eighty-Five and 67/100 Dollars ($220,485.67). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 10. No County funds shall be payable under this Agreement.

4.2 If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 County shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County.

ARTICLE 5. LIABILITY

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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.

7.1.2 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 Agreement, City shall complete and submit to County Standard Form-LLL, “Disclosure Form to Report Lobbying,” set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section 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.

7.1.4 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.1.5 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.1.6 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

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

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Section 125.595 Compliance. City represents and warrants that the services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. City is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As a condition precedent for entry into this Agreement, City certifies that City does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(1)(b), Florida Statutes. This section does not prohibit City from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

ARTICLE 8. HOME CONSORTIUM

8.1 Withdrawal from the HOME Consortium.

8.1.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

8.1.2 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

8.2 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit B, relating to marketing of the Project to Income Eligible Households.

ARTICLE 9. TERM OF AGREEMENT

This Agreement begins retroactively on October 1, 2023 ("Effective Date") and continues through March 31, 2027 ("Initial Term"), unless terminated earlier or extended as provided in this Agreement. The Initial Term and any extension are collectively referred to as the "Term."

ARTICLE 10. TERMINATION

10.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

10.2 Termination for Cause. This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience, including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.4 Notice of termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County

Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

10.5 If City elects to withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 11 - MISCELLANEOUS

11.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. if a copyright is claimed, City grants to County and the Federal Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County , including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

11.2 Nondiscrimination. City and subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all subcontractors that are related to this Agreement. City and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be

kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

11.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

11.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 Notice. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Housing and Urban Planning Division
Attn: Darby Delsalle, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: ddelsalle@broward.org

FOR CITY:
City of Sunrise
Attn: Mark S. Lubelski, City Manager
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: citymanager@sunrisefl.gov

City of Sunrise
Attn: Susan Nabors, Finance & Administrative Services Director
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: snabors@sunrisefl.gov

City of Sunrise
Attn: Isabel Blanco, Grants Manager
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: iblanco@sunrisefl.gov

11.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

11.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

11.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.19 Payable Interest.

11.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

11.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

11.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

11.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

11.26 Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of each Party hereby attests under penalty of perjury as follows: such Party 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 such Party; and the undersigned authorized representative of each Party declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of November, 2023 (Agenda Item No. 42), and City of Sunrise, signing by and through its City Manager, duly authorized to execute same.

COUNTY

Broward County, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Annika E. Ashton
Broward County Attorney

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Christina A. Price (Date)
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2023 – 2024 (CFDA # 14.239 / FAIN # M23-DC-120201)

CITY

CITY OF SUNRISE

ATTEST: By: _____
CITY MANAGER

_____ _____
CITY CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year:	FY 2023-2024
Project Description:	City of Sunrise Homebuyer/Purchase Assistance Program
HOME Funds Allocation:	$218,158
Program Income:	$2,327.67
Total Allocation:	$220,485.67

Project Description:

The HOME Funds allocated to City of Sunrise ("City") under this Agreement shall be administered by Broward County ("County") to provide purchase assistance to a minimum of three (3) Income Eligible Households as defined in this Agreement, at a maximum of Forty Thousand Dollars ($40,000) each for low and very-low-income households, as defined in 24 C.F.R. Part 92.2. County will administer the Project for City as provided herein. The balance, if any, will be used to assist (or leverage) additional client(s).

Program Summary

County's Responsibilities:

- Contact applicants referred by City and perform income certifications of applicants to determine eligibility for receipt of funding under this Agreement.
- Work with mortgage lenders and closing agents to coordinate the loan closing.
- Require that each Income Eligible Household receiving funding under the Agreement execute a Mortgage and Promissory Note in favor of County for the amount of funding provided to such Income Eligible Household.
- Monitor all Mortgages and Promissory Notes recorded by County in favor of County.
- Prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, in accordance with County's subordination policy.
- Provide City with quarterly progress reports and/or reports at the monthly HOME consortium meetings.

City's Responsibilities:

- Market the Homebuyer/Purchase Assistance Program in accordance with the guidelines provided in Exhibit B. City shall refer interested parties to County to conduct income eligibility process.

  The following types of properties are eligible for funding under the Agreement:
  - Single-family homes
  - Condominium units
  - Townhouses
  - Villas

- The loan terms shall be as follows:
  - Fifteen (15) year affordability period, 0% interest deferred loan, with lien on home.
  - No annual write-down.
  - Repayment of any and all unpaid amount of the loan due on sale, transfer, or lease of property.

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

County will follow County's Lender's Guidelines available online at:

https://www.broward.org/Housing/Documents/HPALenderguidelines-%209-22.pdf

City of Sunrise

FIRST TIME HOMEBUYER PROGRAM

Applicants must obtain a commitment/pre-approval letter from a lending institution. The following are program requirements associated with the implementation of the City of Plantation First Time Homebuyer Program:

RECIPIENT SELECTION CRITERIA:

- ✓ Applicants will be selected on a first-come, first-qualified, first-served basis.
- ✓ Applicants must not own any other residential property at time of application and prior to closing for the past three (3) years.
- ✓ Applicants must receive a certificate of housing counseling upon completion of an eight (8) hour education and counseling workshop conducted by a HUD certified housing counselor. This certificate is required prior to loan application.
- ✓ All HOME proceeds must be used to pay closing costs; down payment; principal reduction and must NOT be used for debt consolidations, or cash-out to applicant.
- ✓ Lender must meet lender's guidelines as established by **County.**

HOME PROGRAM REQUIREMENTS

1. The principal reduction mortgage amount is based upon the purchase price of the desired property; however, the down payment/closing cost and purchase assistance will not exceed a maximum deferred payment loan of up to Forty Thousand Dollars ($40,000), dependent upon client's need.
2. The principal reduction mortgage will be in the form of a zero percent interest second position deferred payment loan. The full amount of the second mortgage will be forgiven if the homeowner meets all of the HOME requirements, including occupying the dwelling being purchased for the period specified in the mortgage and promissory note as their primary residence.

3. The first mortgage lender financing must be a thirty (30) year fixed interest rate loan.

4. Private Mortgage Insurance is not allowed to be charged by the primary lender if the down payment and second mortgage assistance being provided by the borrower and the City's HOME funds are equals to more than 20% of the appraised value of the property.

5. Closing Costs: Up to maximum 5% of purchase price, including origination fee. Does not include pre-paid items such as insurance, taxes and pre-paid interest. (Exceptions can be made on a case-by-case basis for loan amounts under One Hundred Thousand Dollars ($100,000)). Closing cost can be a gift as well as HOME funds. Gift must be properly sourced with backup documentation.

6. Terms of First Mortgage Lender Financing: 30-year Fully Amortizing mortgage (no prepayment penalty). Balloon mortgages are not acceptable. No Sub-Prime loans permitted under HOME program.

7. Co-Borrowers (non-occupying): Not permitted under HOME.

8. Down Payment: In all cases, buyer must contribute a minimum of three percent (3%) of the purchase contract price of their own funds toward the transaction.

9. Assumable: Not assumable.

10. Maximum Assistance: A maximum deferred payment loan of up to Forty Thousand Dollars ($40,000) (for low / very-low-income applicants) is applied towards the closing costs, first mortgage reduction, and/or down payment assistance for the purchase of eligible owner-occupied housing.

11. Refinance Subordination Restrictions: Rate/Term only. No cash out. Homes must have evidence of homestead exemption. All other instance of refinance triggers repayment. County will follow County’s subordination policy.

12. Lien Position: Lender holds first lien; Broward County holds second lien.

13. Escrow: Required for taxes, homeowner's insurance, and flood insurance if property is located in a flood zone.

EXHIBIT B

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, religion, marital status, familial status, disability, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing and Urban Planning Division ("Housing and Urban Planning Division").

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis% 20and%20LAP-ADA.pdf

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing and Urban Planning Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in areas. Display leaflets, brochures, and other printed materials containing the equal ho logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Housing and Urban Planning Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing and Urban Planning Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing and Urban Planning Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing and Urban Planning Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 4.J. **C #:** 26250

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving an "Agreement between Broward County and City of Sunrise providing for administration of Home Program Funds for Purchase Assistance Program for Fiscal Years 2024-2025"; and providing an effective date.

BACKGROUND INFORMATION:
The City receives Home Investment Partnerships Program (HOME) funding from the United States Department of Housing and Urban Development (HUD) through its participation in the Broward County, Florida HOME Consortium. Broward County has administered and implemented a Home Buyer Purchase Assistance Program on behalf of the City dating back to FY 2016-2017 HOME funding.

The FY 2024-2025 HOME agreement includes an entitlement allocation of $175,739 and program income of $21,137.52, for a total funding allocation of $196,877. A majority of these funds have been expended to assist five (5) income-eligible households.

The City received the FY 2024-2025 HOME agreement from the County during the summer of 2025. This Home agreement required revisions based on our City Attorneys feedback; however, County did not make the necessary changes until September 2026.

Approval is requested for the City to enter into an agreement with Broward County for the implementation and administration of the City's FY 2024-2025 HOME-funded Home Buyer Purchase Assistance Program.

FUNDING INFORMATION:
N/A

ATTACHMENTS:

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-2025"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City receives funding from the U.S. Department of Housing and Urban Development (HUD) under the Home Investment Partnerships Program (HOME) through participation in the Broward County HOME Consortium; and

WHEREAS, Broward County, as the lead entity for the HOME Consortium, is the recipient of HOME Program funding for all members of the HOME Consortium; and

WHEREAS, an Agreement between the City and Broward County for FY 2024-2025 funding in the amount of $196,877.00 is necessary for the City to receive the funding from Broward County. The funds will be used to provide purchase assistance to a minimum of four (4) income-eligible households.

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

Section 1. An "Agreement between Broward County and City of Sunrise Providing for Funding and Administration of Home Program Funds for Homebuyer Purchase Assistance Program for Fiscal Year 2024 – 2025" (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement.

Section 3. City staff is hereby authorized to take all action required to carry out the Agreement, including executing any necessary forms, reports, and certifications.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024 – 2025 (CFDA # 14.239 / FAIN # M24-DC-120201)

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Sunrise, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On December 10, 2024 (Agenda Item No. 46), the Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Ninety-Six Thousand Eight Hundred Seventy-Seven Dollars ($196,877), inclusive of Program Income in the amount of Twenty One Thousand One Hundred and Thirty Seven and 52/100 ($21,137.52) to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Contract Administrator** means the Director of the Housing and Urban Planning Division, or such other person designated by same in writing.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **HOME Funds** means the HOME Program (as defined herein) funds awarded to City and administered by County under this Agreement.

1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.8 **HUD** means the United States Department of Housing and Urban Development.

1.9 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.

1.10 **Project** means the Homebuyer/Purchase Assistance project as described in Exhibit A to this Agreement.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Project Description
Exhibit B Affirmative Marketing Policy

ARTICLE 3. PROJECT

3.1 County shall administer a Homebuyer/Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto. City shall comply with the duties, obligations and responsibilities as outlined for City in Exhibit A attached hereto. Time is of the essence in City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.2 The Parties shall cooperate in the preparation of any and all reports required under this Agreement.

3.3 The requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" shall be applicable to the HOME Funds administered by County under this Agreement as provided in 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(d), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

3.4 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount of HOME Funds allocated to City under this Agreement for County's administration of the Project shall be One Hundred Ninety-Six Thousand Eight Hundred Seventy-Seven Dollars ($196,877). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 10. No County funds shall be payable under this Agreement.

4.2 If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 County shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County.

ARTICLE 5. LIABILITY

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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.

7.1.2 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 Agreement, City shall complete and submit to County Standard Form-LLL, “Disclosure Form to Report Lobbying,” set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section 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.

7.1.4 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.1.5 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.1.6 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

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

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Section 125.595 Compliance. City represents and warrants that the services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. City is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As a condition precedent for entry into this Agreement, City certifies that City does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(1)(b), Florida Statutes. This section does not prohibit City from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

ARTICLE 8. HOME CONSORTIUM

8.1 Withdrawal from the HOME Consortium.

8.1.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

8.1.2 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

8.2 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit B, relating to marketing of the Project to Income Eligible Households.

ARTICLE 9. TERM OF AGREEMENT

This Agreement begins retroactively on October 1, 2024 ("Effective Date") and continues through March 31, 2027 ("Initial Term"), unless terminated earlier or extended as provided in this Agreement. The Initial Term and any extension are collectively referred to as the "Term."

ARTICLE 10. TERMINATION

10.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

10.2 Termination for Cause. This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience, including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.4 Notice of termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

10.5 If City elects to withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 11 - MISCELLANEOUS

11.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. if a copyright is claimed, City grants to County and the Federal Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County , including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

11.2 Nondiscrimination. City and subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited under Applicable Law in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all subcontractors that are related to this Agreement. City and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all subcontractors shall make

same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

11.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

11.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 Notice. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Housing and Urban Planning Division
Attn: Darby Delsalle, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: ddelsalle@broward.org

FOR CITY:
City of Sunrise
Attn: Mark S. Lubelski, City Manager
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: citymanager@sunrisefl.gov

City of Sunrise
Attn: Susan Nabors, Finance & Administrative Services Director
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: snabors@sunrisefl.gov

City of Sunrise
Attn: Isabel Blanco, Grants Manager
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: iblanco@sunrisefl.gov

11.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the

Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

11.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection

with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

11.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.19 Payable Interest.

11.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City,

and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

11.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

11.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

11.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals, or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

11.26 Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of each Party

hereby attests under penalty of perjury as follows: Such Party 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 such Party; and the undersigned authorized representative of each Party declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of December, 2024 (Agenda Item No. 46), and City of Sunrise, signing by and through its City Manager, duly authorized to execute same.

COUNTY

Broward County, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Annika E. Ashton
Broward County Attorney

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Christina A. Price (Date)
Senior Assistant County Attorney

BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCALYEAR 2024-2025 (CFDA # 14.239 / FAIN # M24-DC-120201)

CITY

CITY OF SUNRISE

ATTEST: By: _____
CITY MANAGER

_____ _____
CITY CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year:	FY 2024-2025
Project Description:	City of Sunrise Homebuyer/Purchase Assistance Program
HOME Funds Allocation:	$175,739
Program Income:	$21,137.52
Total Allocation:	**$196,877**

Project Description:

The HOME Funds allocated to City of Sunrise ("City") under this Agreement shall be administered by Broward County ("County") to provide purchase assistance to a minimum of four (4) Income Eligible Households as defined in this Agreement, at a maximum of Forty Thousand Dollars ($40,000) each for low and very-low-income households, as defined in 24 C.F.R. Part 92.2. County will administer the Project for City as provided herein. The balance, if any, will be used to assist (or leverage) additional client(s).

Program Summary

County's Responsibilities:

- Contact applicants referred by City and perform income certifications of applicants to determine eligibility for receipt of funding under this Agreement.
- Work with mortgage lenders and closing agents to coordinate the loan closing.
- Require that each Income Eligible Household receiving funding under the Agreement execute a Mortgage and Promissory Note in favor of County for the amount of funding provided to such Income Eligible Household.
- Monitor all Mortgages and Promissory Notes recorded by County in favor of County.
- Prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, in accordance with County's subordination policy.
- Provide City with quarterly progress reports and/or reports at the monthly HOME consortium meetings.

City's Responsibilities:

- Market the Homebuyer/Purchase Assistance Program in accordance with the guidelines provided in Exhibit B. City shall refer interested parties to County to conduct income eligibility process.

  The following types of properties are eligible for funding under the Agreement:
  - Single-family homes
  - Condominium units
  - Townhouses
  - Villas

- The loan terms shall be as follows:
  - Fifteen (15) year affordability period, 0% interest deferred loan, with lien on home.
  - No annual write-down.
  - Repayment of any and all unpaid amount of the loan due on sale, transfer, or lease of property.

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

County will follow County's Lender's Guidelines available online at:

https://www.broward.org/Housing/Documents/HPALenderguidelines-%209-22.pdf

City of Sunrise

FIRST TIME HOMEBUYER PROGRAM

Applicants must obtain a commitment/pre-approval letter from a lending institution. The following are program requirements associated with the implementation of the City of Plantation First Time Homebuyer Program:

RECIPIENT SELECTION CRITERIA:

- ✓ Applicants will be selected on a first-come, first-qualified, first-served basis.
- ✓ Applicants must not own any other residential property at time of application and prior to closing for the past three (3) years.
- ✓ Applicants must receive a certificate of housing counseling upon completion of an eight (8) hour education and counseling workshop conducted by a HUD certified housing counselor. This certificate is required prior to loan application.
- ✓ All HOME proceeds must be used to pay closing costs; down payment; principal reduction and must NOT be used for debt consolidations, or cash-out to applicant.
- ✓ Lender must meet lender's guidelines as established by **County.**

HOME PROGRAM REQUIREMENTS

1. The principal reduction mortgage amount is based upon the purchase price of the desired property; however, the down payment/closing cost and purchase assistance will not exceed a maximum deferred payment loan of up to Forty Thousand Dollars ($40,000), dependent upon client's need.
2. The principal reduction mortgage will be in the form of a zero percent interest second position deferred payment loan. The full amount of the second mortgage will be forgiven if the homeowner meets all of the HOME requirements, including occupying the dwelling being purchased for the period specified in the mortgage and promissory note as their primary residence.

3. The first mortgage lender financing must be a thirty (30) year fixed interest rate loan.

4. Private Mortgage Insurance is not allowed to be charged by the primary lender if the down payment and second mortgage assistance being provided by the borrower and the City's HOME funds are equals to more than 20% of the appraised value of the property.

5. Closing Costs: Up to maximum 5% of purchase price, including origination fee. Does not include pre-paid items such as insurance, taxes and pre-paid interest. (Exceptions can be made on a case-by-case basis for loan amounts under One Hundred Thousand Dollars ($100,000)). Closing cost can be a gift as well as HOME funds. Gift must be properly sourced with backup documentation.

6. Terms of First Mortgage Lender Financing: 30-year Fully Amortizing mortgage (no prepayment penalty). Balloon mortgages are not acceptable. No Sub-Prime loans permitted under HOME program.

7. Co-Borrowers (non-occupying): Not permitted under HOME.

8. Down Payment: In all cases, buyer must contribute a minimum of three percent (3%) of the purchase contract price of their own funds toward the transaction.

9. Assumable: Not assumable.

10. Maximum Assistance: A maximum deferred payment loan of up to Forty Thousand Dollars ($40,000) (for low / very-low-income applicants) is applied towards the closing costs, first mortgage reduction, and/or down payment assistance for the purchase of eligible owner-occupied housing.

11. Refinance Subordination Restrictions: Rate/Term only. No cash out. Homes must have evidence of homestead exemption. All other instance of refinance triggers repayment. County will follow County’s subordination policy.

12. Lien Position: Lender holds first lien; Broward County holds second lien.

13. Escrow: Required for taxes, homeowner's insurance, and flood insurance if property is located in a flood zone.

EXHIBIT B

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, religion, marital status, familial status, disability, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Broward County Housing and Urban Planning Division ("Housing and Urban Planning Division").

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing and Urban Planning Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Housing and Urban Planning Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing and Urban Planning Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing and Urban Planning Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing and Urban Planning Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 4.K. **C #:** 26251

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving an "Agreement between Broward County and City of Sunrise providing for funding and administration of Home Program Funds for Homebuyer Purchase Assistance Program for Fiscal Years 2025-2026"; and providing an effective date.

BACKGROUND INFORMATION:
The City receives Home Investment Partnerships Program (HOME) funding from the United States Department of Housing and Urban Development (HUD) through its participation in the Broward County, Florida HOME Consortium. Broward County has administered and implemented a Home Buyer Purchase Assistance Program on behalf of the City dating back to FY 2016-2017 HOME funding.

The FY 2025-2026 HOME agreement includes an entitlement allocation of $185,459 and program income of $16,632, for a total funding allocation of $202,091. These funds will be used to provide purchase assistance to a minimum of four (4) income-eligible households, with a maximum award of $40,000 per household. To date, one (1) of the four (4) household has been assisted. The minimum amount of households was established by Broward County's Annual Action Plan. All funding exceeding the initial four (4) households will be utilized to assist additional households within this funding year.

The City received the Home FY agreement from the County and required revisions based on our City Attorney's feedback. The County did not make the necessary changes until September 2026.

This Home agreement required revisions based on our City Attorney's feedback; however, the County did not make the necessary changes until September 2026. Approval is requested for

the City to enter into an agreement with Broward County for the implementation and administration of the City's FY 2025-2026 HOME-funded Home Buyer Purchase Assistance Program.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26251
FY 2025-2026 HOME Agreement - Purchase Assistance Program

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE FOR FISCAL YEAR 2025-2026"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City receives funding from the U.S. Department of Housing and Urban Development (HUD) under the Home Investment Partnerships Program (HOME) through participation in the Broward County HOME Consortium; and

WHEREAS, Broward County, as the lead entity for the HOME Consortium, is the recipient of HOME Program funding for all members of the HOME Consortium; and

WHEREAS, an Agreement between the City and Broward County for FY 2025-2026 funding in the amount of $202,091.00 is necessary for the City to receive the funding from Broward County. The funds will be used to provide purchase assistance to a minimum of four (4) income-eligible households.

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

Section 1. An "Agreement between Broward County and City of Sunrise Providing for Funding and Administration of Home Program Funds for Homebuyer Purchase Assistance for Fiscal Year 2025 – 2026" (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the Agreement.

Section 3. City staff is hereby authorized to take all action required to carry out the Agreement, including executing any necessary forms, reports, and certifications.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE FOR FISCAL YEAR 2025 – 2026 (CFDA # 14.239 / FAIN # M25-DC-120201)

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Sunrise, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On March 3, 2026 (Agenda Item No. 19), the Broward County Board of County Commissioners authorized HOME funding in the amount of Two Hundred and Two Thousand Ninety-One Dollars ($202,091) to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Contract Administrator** means the Director of the Housing and Urban Planning Division, or such other person designated by same in writing.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **HOME Funds** means the HOME Program (as defined herein) funds awarded to City and administered by County under this Agreement.

1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.8 **HUD** means the United States Department of Housing and Urban Development.

1.9 **Income Eligible Household** means a “low-income” or “moderate-income” family, each as defined in 24 C.F.R. Part 92.2.

1.10 **Project** means the Homebuyer/Purchase Assistance project as described in Exhibit A to this Agreement.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Project Description
Exhibit B Affirmative Marketing Policy

ARTICLE 3. PROJECT

3.1 County shall administer a Homebuyer/Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto. City shall comply with the duties, obligations and responsibilities as outlined for City in Exhibit A attached hereto. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.2 The Parties shall cooperate in the preparation of any and all reports required under this Agreement.

3.3 The requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" shall be applicable to the HOME Funds administered by County under this Agreement as provided in 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(d), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

3.4 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount of HOME Funds allocated to City under this Agreement for County's administration of the Project shall be Two Hundred and Two Thousand Ninety-One Dollars ($202,091). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 10. No County funds shall be payable under this Agreement.

4.2 If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 County shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County.

ARTICLE 5. LIABILITY

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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.

7.1.2 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 Agreement, City shall complete and submit to County Standard Form-LLL, “Disclosure Form to Report Lobbying,” set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section 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.

7.1.4 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.1.5 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.1.6 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.2 Verification of Employment Eligibility. City represents that City and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.3 Prohibited Telecommunications. City represents and certifies that it and its subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

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

7.5 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such

representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

ARTICLE 8. HOME CONSORTIUM

8.1 Withdrawal from the HOME Consortium.

8.1.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

8.1.2 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

8.2 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit B, relating to marketing of the Project to Income Eligible Households.

ARTICLE 9. TERM OF AGREEMENT

This Agreement begins retroactively on October 1, 2025 ("Effective Date") and continues through March 28, 2028 ("Initial Term"), unless terminated earlier or extended as provided in this Agreement. The Initial Term and any extensions are collectively referred to as the "Term." HOME Funds shall only be used for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Attachment 2 to Exhibit A.

ARTICLE 10. TERMINATION

10.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME

Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

10.2 Termination for Cause. This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience, including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

10.4 Notice of termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

10.5 If City elects to withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 11 - MISCELLANEOUS

11.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. if a copyright is claimed, City grants to County and the Federal Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public Upon expiration or

termination of this Agreement, the Documents and Work shall become the property of County , including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

11.2 Equal Employment Opportunity. City and subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all subcontractors that are related to this Agreement. City and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours

advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

11.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

11.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 Notice. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County and Urban Planning Division
Attn: Darby Delsalle, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: ddelsalle@broward.org

FOR CITY:
City of Sunrise
Attn: Mark S. Lubelski, City Manager
10770 W. Oakland Park Blvd

Sunrise, Florida 33351
Email address: citymanager@sunrisefl.gov

City of Sunrise
Attn: Susan Nabors, Finance & Administrative Services Director
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: snabors@sunrisefl.gov

City of Sunrise
Attn: Isabel Blanco, Grants Manager
10770 W. Oakland Park Blvd
Sunrise, Florida 33351
Email address: iblanco@sunrisefl.gov

11.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

11.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The

written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

11.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.19 Payable Interest.

11.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

11.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

11.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and

remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

11.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals, or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

11.26 Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of each Party hereby attests under penalty of perjury as follows: such Party 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 such Party; and the undersigned authorized representative of each Party declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 3rd day of March, 2026 (Agenda Item No. 19), and City of Sunrise, signing by and through its City Manager, duly authorized to execute same.

COUNTY

Broward County, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR/ST/sr
HOME (County Administered) – City of Sunrise – Home Buyer and Purchase Assistance Program
07/08/2026
iManage#1229476v3

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE FOR FISCAL YEAR 2025 – 2026 (CFDA # 14.293 / FAIN # M25-DC-120201)

CITY

CITY OF SUNRISE

ATTEST:

By: _____
CITY MANAGER

_____
CITY CLERK

_____
Print Name

_____ day of _____, 2026

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year:	FY 2025-2026
Project Description:	City of Sunrise Homebuyer/Purchase Assistance Program
HOME Funds Allocation:	$185,459
Program Income:	$16,632
Total Allocation:	**$202,091**

Project Description:

The HOME Funds allocated to City of Sunrise ("City") under this Agreement shall be administered by Broward County ("County") to provide purchase assistance to a minimum of four (4) Income Eligible Households as defined in this Agreement, at a maximum amount of Forty Thousand Dollars ($40,000) for each low and moderate income household, as defined in 24 C.F.R. Part 92.2. County will administer the Project for City as provided herein. The balance of unused HOME Funds, if any, will be used to assist (or leverage) additional households.

Program Summary

County's Responsibilities:

- Contact applicants referred by City and perform income certifications of applicants to determine eligibility for receipt of funding under this Agreement.
- Work with mortgage lenders and closing agents to coordinate the loan closing.
- Require that each Income Eligible Household receiving funding under the Agreement execute a Mortgage and Promissory Note in favor of County for the amount of funding provided to such Income Eligible Household.
- Monitor all Mortgages and Promissory Notes recorded by County in favor of County.
- Prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, in accordance with County's subordination policy.
- Provide City with quarterly progress reports and/or reports at the monthly HOME consortium meetings.

City's Responsibilities:

- Market the Homebuyer/Purchase Assistance Program in accordance with the guidelines provided in Exhibit B. City shall refer interested parties to County to conduct income eligibility process.

  The following types of properties are eligible for funding under the Agreement:
  - Single-family homes
  - Condominium units
  - Townhouses
  - Villas

  The loan terms shall be as follows:
  - Maximum assistance of Forty Thousand Dollars ($40,000) for each low and moderate income household as defined in 24 C.F.R Part 92.2.
  - Fifteen (15) year, ten (10) year or five (5) year term depending upon loan amount and HOME affordability period, 0% interest deferred loan, with lien on home.
  - A portion of the deferred mortgage will be forgiven on each annual anniversary date of the mortgage in an amount calculated to fully forgive the loan balance by the end of the applicable loan term.
  - Repayment of any and all unpaid amount of the loan due on sale, transfer, or lease of property, or if the home ceases to be the primary residence of the owner during the affordability period.
  - The loan terms are subject to the affordability periods as mandated by HUD regulation:

Purchase Assistance	
Investment amount	**Affordability period**
Less than $15,000	5 years
Less than $40,000	10 years
$40,000 or above	15 years

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Sunrise

Subrecipient Unique Entity Identifier: G4JMYYE3BF61

Federal Award Identification Number (FAIN): M25-DC-120201

Federal Award Date: March 11, 2026

Subaward Period of Performance Start and End Date: N/A

Subaward Budget Period Start and End Date: N/A

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Attachment 2 to Exhibit A

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: $202,091; Amount includes only federal funds from County's fiscal year 2025-2026 Annual Action Plan and Program Income.

Total Amount of the Federal Award committed to Subrecipient by County: See Attachment 2 to Exhibit A

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 11.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: See Attachment 2 to Exhibit A - CFDA 14.239 for amounts

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

County will follow County's Lender's Guidelines available online at:
https://www.broward.org/Housing/Documents/HPA%20Lender%20guidelines-rev%205-20.pdf

City of Sunrise

FIRST TIME HOMEBUYER PROGRAM

Applicants must obtain a commitment/pre-approval letter from a lending institution. The following are program requirements associated with the implementation of the City of Sunrise First Time Homebuyer Program:

RECIPIENT SELECTION CRITERIA:

- ✓ Applicants will be selected on a first-come, first-qualified, first-served basis.
- ✓ Applicants must not own any other residential property at time of application and prior to closing for the past three (3) years.
- ✓ Applicants must receive a certificate of housing counseling upon completion of an eight (8) hour education and counseling workshop conducted by a HUD certified housing counselor. This certificate is required prior to loan application.
- ✓ All HOME proceeds must be used to pay closing costs; down payment; principal reduction and must NOT be used for debt consolidations, or cash-out to applicant.
- ✓ Lender must meet lender's guidelines as established by **County.**

HOME PROGRAM REQUIREMENTS

1. The principal mortgage amount is based upon the purchase price of the desired property; however, the down payment/closing cost and purchase assistance will not exceed a maximum deferred payment loan of up to Forty Thousand Dollars ($40,000), dependent upon household's need.
2. The principal reduction mortgage will be in the form of a zero percent interest second position deferred payment loan. The full amount of the second mortgage will be forgiven if the homeowner meets all of the HOME requirements including occupying the dwelling being purchased for the period specified in the mortgage and promissory note as their primary residence.

3. The first mortgage lender financing must be a thirty (30) year fixed interest rate loan.

4. Private Mortgage Insurance is not allowed to be charged by the primary lender if the down payment and second mortgage assistance being provided by the borrower and the City's HOME funds are equal to more than 20% of the appraised value of the property.

5. Appraisal and Credit Report Fee: These fees must be reasonable and customary, as determined by the County. The applicant shall pay these fees at the time of application, and shall receive a closing credit for such fees at closing.

6. Closing Costs: Lenders may not charge mortgage broker fees or collect yield spread premium. Origination charges are capped at 2.5% of the first mortgage amount, sufficient to cover the following costs: Loan origination fee, doc prep fee, underwriting fee, processing fee, closing fee, application fee, settlement fee and notary fee. Applicants may pay for closing costs with applicant's own funds, a gift, seller concession, or these purchase assistance funds. Gifts must be properly sourced with backup documentation. Lenders that charge a flat rate that may not conform in the case of low loan amounts must have prior approval by Broward County Housing and Urban Planning Division. Applicant cannot contribute to any seller's expenses.

7. Terms of First Mortgage Lender Financing: 30-year Fully Amortizing mortgage (no prepayment penalty). Balloon mortgages are not acceptable. No Sub-Prime loans permitted under HOME program.

8. Co-Borrowers (non-occupying): Not permitted under HOME.

9. Down Payment: In all cases, applicant must contribute a minimum of three percent (3%) of the purchase contract price of their own funds toward the transaction.

10. Assumable: Not assumable.

11. Maximum Assistance: A maximum deferred payment loan of up to Forty Thousand Dollars $40,000 (for low/moderate-income applicants) is applied towards the closing costs, first mortgage reduction, and/or down payment assistance for the purchase of eligible owner-occupied housing.

12. Refinance Subordination Restrictions: Rate/Term only. No cash out. Homes must have evidence of homestead exemption. All other instance of refinance triggers repayment. County's subordination policy will be followed.

13. Lien Position: Lender holds first lien; Broward County holds second lien.

14. Escrow: Required for taxes, homeowner’s insurance, and flood insurance if property is located in a flood zone.

ATTACHMENT 2 TO EXHIBIT A

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

A	Personnel (Service Delivery/ADC)	$ 30,313.65			$ 30,313.65
	Fringe Benefits				
B	Travel				$ -
C	Equipment/Supplies				$ -
D	Direct Client Subsidy	$ 171,777.35			$ 171,777.35
E	Contractual Services				$ -
F	Construction				$ -
G	Inspections/Testing				$ -
H	Lien Recording/Doc. Stamp Fees				$ -
I	Other				$ -
	Total	$ 202,091.00	$ -	$ -	$ 202,091.00

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- Direct Client Subsidy: Cost purchase for a minimum of four (4) Income Eligible Households at a maximum of Forty Thousand Dollars ($40,000) for each household. The balance of unused HOME Funds, if any, will be used to assist (or leverage) additional households.

- Activity/Service Delivery Cost associated with County implementing the Project is = a maximum of Thirty Thousand Three Hundred Thirteen Dollars and Sixty-Five Cents ($30,313.65). These costs include fringe benefits and all other program costs.

HOME Funds under the Agreement in the amount of Two Hundred Two Thousand Ninety-One Dollars ($202,091) shall be administered by County to provide purchase assistance to a minimum of four (4) Income Eligible Households, at a maximum of Forty Thousand Dollars ($40,000) for each low and moderate income household. Program/Direct Service delivery costs for County to implement this Program for the City is Thirty Thousand Three Hundred Thirteen Dollars and Sixty-Five Cents

($30,313.65). The balance of unused HOME Funds, if any, will be used to assist (or leverage) additional households.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

(A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.

(B) Bad debts.

(C) Contingencies.

(D) Contribution and donations.

(E) Entertainment.

(F) Fines and penalties.

(G) Interest.

(H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT B

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing and Urban Planning Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the Broward County Housing and Urban Planning Division. The County's Four Factor Analysis for LEP can be viewed at:

https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf

Para obtener información adicional, visite el sitio web de Broward County Housing and Urban Planning Division mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Broward County Housing and Urban Planning Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Broward County Housing and Urban Planning Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing and Urban Planning Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Broward County Housing and Urban Planning Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.



SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Kevin Pickard, Director of Leisure Services
Leisure Services Department

ITEM #: 4.L. **C #:** 26270

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, awarding RFP No. 26-02-02-MS and "Standard Contract No. C 26-02-02-MS between the City of Sunrise, Florida and Landscape Service Professionals LLC" for Parks Landscape Maintenance; and providing an effective date.

BACKGROUND INFORMATION:
The City currently utilizes a qualified contractor to provide landscaping maintenance services for various City of Sunrise municipal buildings and parks on a citywide basis. The contractor provides all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform complete landscape maintenance services for the City's parks. The work includes, but is not limited to, mowing and edging of St. Augustine, Bermuda, and Paspalum turf areas; maintenance of landscaped areas including plants, shrubs, hedges, and groundcover; weed control within turf and landscape beds; palm and tree maintenance, including water sprout removal up to eight feet in height; litter and debris removal; mulching; pruning and trimming of plant materials; turf and plant disease and pest management; application of fertilizers and herbicides; and the removal and installation of trees and plant materials. The current landscaping services contract was awarded in 2021, last amended on February 6, 2026, and expires on November 2, 2026.

The primary scope of services to be provided covers landscaping maintenance services at various City locations and is divided into two groups/lots: Group/Lot 1 - Flamingo Road Linear Park and Group/Lot 2 - Municipal Buildings and Parks. The contractor will also provide supplemental services under two additional groups/lots, on an as-needed basis, which may include, but is not limited to tree trimming, plant, shrub, tree, and palm installation or removal; fertilization, installation of soil, rock, and sod; and application of pest and disease management products to plant materials.

The City issued Request for Proposal (RFP) No 26-02-02-MS for these services and seven

responses were received on September 3, 2026. All seven responses were deemed responsive and responsible, according to the solicitation requirements. A staff-led committee evaluated the proposals and ranked the firms according to the criteria set forth in the RFP. After the evaluation committee evaluated the proposals, staff met with the highest ranked firm, Landscape Service Professionals LLC, to negotiate the final pricing, which resulted in an overall reduction in the bid pricing of 22%, making them the 3rd lowest price as compared to the other bidders. Staff also negotiated the inclusion of a Performance and Payment Bond at no additional cost to the City. Landscape Service Professionals LLC is the City's existing vendor for landscaping maintenance services and the City has been satisfied with their performance.

Pricing highlights:

Lots 1 and 2
Total price is $690,509.45, approximately 8.16% higher than the current contract price of $638,408.64. These lots include 27 different parks and locations throughout the City.

Lot 3
Total price for as-needed tree trimming services is estimated at $123,950.00. This is a new scope of work as tree trimming is not included in the current contract; however, Landscape Professionals is the City's current vendor for tree trimming.

Lot 4
Total price for as-needed supplemental services, such as landscape enhancements, beautification, tree removal, and pest control programs is $297,355.00. The contract includes a comprehensive list of supplemental services that may be needed throughout the year.

Staff considers the negotiated pricing to be fair, reasonable, and consistent with market cost for this scope of work in light of global industry cost increases. Accordingly, staff recommends award to the number one ranked respondent, Landscape Service Professionals LLC. All references were favorable for Landscape Service Professionals LLC performance on other projects of similar type and scale, including from City staff as they are the current vendor for the City's Leisure Services and Utilities Departments. The large scope of work for the City allows Landscape Service Professionals LLC to provide more competitive pricing than other vendors given the geographic efficiencies and economies of scale.

The proposed initial award period is three years, commencing on the date of City Commission approval. In addition, the City reserves the right to renew the award for two additional one-year periods. All prices will be firm through the initial period of the award and will not be subject to increase. Any requested cost increases for an extension term shall be fully documented and submitted to the City at least 90 days prior to the end of the Contract or extension term. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

One Sunrise vendor submitted a proposal; however, the vendor was not the top ranked firm.

It is requested that the City Commission approve award of this contract to Landscape Service Professionals LLC for landscaping maintenance services for various City of Sunrise municipal buildings and parks on a citywide basis.

FUNDING INFORMATION:
Various departmental accounts

$1,111,814.45

Not to exceed budgeted funds for FY 2026/2027.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:
ATY Resolution - C26270
Standard Contract No. C 26-02-02-MS
Evaluation and Ranking
Sunbiz_Landscape Service Professionals LLC

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 26-02-02-MS AND "STANDARD CONTRACT NO. C-26-02-02-MS BETWEEN THE CITY OF SUNRISE, FLORIDA AND LANDSCAPE SERVICE PROFESSIONALS LLC" FOR PARKS LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The award of RFP No. 26-02-02-MS for Parks Landscape Maintenance to Landscape Service Professionals LLC is hereby approved in an amount not to exceed the FY 2026-2027 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. "Standard Contract No. C-26-02-02-MS between the City of Sunrise, Florida and Landscape Service Professionals LLC" (Contract) for Parks Landscape Maintenance is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 3. The Procurement Manager or designee is hereby authorized to amend, renew or extend the Contract, in accordance with the terms of the approved Contract. The Procurement Manager is further authorized to add and delete locations, services, and frequencies in accordance with Section 1.2.5 and Section 1.2.6 of Exhibit "1" to the Contract and shall provide the City Clerk with a copy of all deletions of locations or services.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STANDARD CONTRACT NO. C-26-02-02-MS
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND LANDSCAPE SERVICE PROFESSIONALS LLC

THIS **STANDARD CONTRACT NO. C-26-02-02-MS** between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and **LANDSCAPE SERVICE PROFESSIONALS LLC**, a Florida limited liability company, (hereinafter referred to as the "Contractor"), whose address is **11820 NW 37th Street, Coral Springs, FL 33065** and whose Federal Identification Number is **92-1304607**, incorporates **RFP No. 26-02-02-MS** and Contractor's response as if fully set forth herein.

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

1. Services

The Contractor's responsibility under this Contract is for Parks Landscape Maintenance as set forth in this Contract and as further stated below in Exhibit "1" Scope of Services, which is attached and made a part of this Contract (hereinafter referred to as "Services").

The City's representative during the performance of this Contract shall be **Andrew Lopez, Division Director of Facilities and Maintenance**, telephone number (954) 747-4633 or designee.

The Contractor's representative during the performance of this Contract shall be **Jessica McCallum, Branch Manager**, telephone number (954) 721-6920.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "2". The Contractor shall submit invoices to:

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

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local

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

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon final execution of this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services shall remain firm for the initial Contract period of three (3) years. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

☒ Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All-Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90)

days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement;

or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

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

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

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

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

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, FL 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Office 10770 West Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an

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

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

8. Performance and Payment Bond ☒ Applicable □ Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11 and the provisions of Section 11 shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to

the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

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

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Jessica McCallum, Branch Manager
Landscape Service Professionals LLC
11820 NW 37th Street
Coral Springs, FL 33065
Jessica@LandscapeServicePros.com

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost,

to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the 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. If the Contractor fails to comply with the requirements in this Section 26, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

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

29. Scrutinized Companies

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

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

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

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal, Exhibits 1, 2, 3 and 4.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

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

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

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 33.2 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

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

35. Prohibited Telecommunications Equipment

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

36. Antitrust Violations

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

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under the Contract. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 24, Notice, executed Exhibit "3" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in the Contract shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit Exhibit "4", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

39. Emergency Response

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

Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City:

By:_____
Thomas P. Moss
City Attorney

CONTRACTOR

_____ LANDSCAPE SERVICE PROFESSIONALS LLC
Witness

_____ By: _____
Witness

Print Name: _____

Title: _____

Date: _____

EXHIBIT "1"
SCOPE OF SERVICES

The contractor will furnish all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform complete landscape and field maintenance for City of Sunrise Parks. The following describes the Services to be performed for the City and provides all requirements:

1.1 DEFINITIONS

1.1.1 Medians: The area between the two parallel inside traffic lanes of a roadway, contained by a beginning and end cross street or address. The pavement area between the grassed/concrete islands is to be considered part of the median area.

1.1.2 Swale: The area between the outside traffic lane pavement edge and the adjacent sidewalk, wall, fence, lake or canal, contained by a beginning and end cross street or address.

1.1.3 Intersection: The joining of two cross street locations.

1.1.4 Building Grounds: The exterior area of an occupied structure, confined by a perimeter that is often determined by streets, fences, walls, hedges, lakes or canals, etc.

1.1.5 Parks: Within the physical boundaries of park properties, including swale areas adjacent to park properties.

1.1.6 Leisure Services Sites:

Lot 1: FLAMINGO ROAD LINEAR PARK. Refer to Exhibit "2" – Pricing for line items and description.
Lot 2: other MUNICIPAL BUILDINGS & PARKS. Refer to Exhibit "2" – Pricing for line items and description.
Lot 3: As needed TRIMMING SERVICES. Refer to Exhibit "2" – Pricing for line items and description.
Lot 4: As needed SUPPLEMENTAL WORK. Refer to Exhibit "2" – Pricing for line items and description.

1.2 SCOPE OF SERVICES

1.2.1 Intent

The Scope of Services for Lot 1 and Lot 2 shall be the same unless otherwise specified. Any variations or additional requirements applicable to a specific Lot shall be clearly identified within the applicable section.

The Contractor shall furnish all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform complete landscape maintenance services at the City's parks in accordance with the requirements of the Contract.

1.2.2 Description of Services

The Contractor shall provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform complete landscape maintenance services for the City's parks. The Work shall include, but not be limited to, mowing and edging of St. Augustine, Bermuda, and Paspalum turf areas; maintenance of landscaped areas including plants, shrubs, hedges, and groundcover; weed control within turf and landscape beds; palm and tree maintenance, including water sprout removal up to eight (8) feet in height; litter and debris removal; mulching; pruning and trimming of plant materials; turf and plant disease and pest management; application of fertilizers and herbicides; and the removal and installation of trees and plant materials. All services shall be performed in accordance with all applicable provisions of this document.

1.2.3 Pricing and Estimated Quantities

A. The amount for each item per Exhibit "2"- Pricing, shall be inclusive of all the costs to complete the work within the completion time.

B. No guarantee is expressed or implied as to the quantity of services to be procured under the Contract.

1.2.4 Park Locations

The Location of Parks are listed below with the locations name, and address.

LOT 1

1. Flamingo Linear Park between Panther Parkway & Oakland Park Blvd

LOT 2

1. City Park 6600 Sunset Strip
2. Cypress Preserve Park 9020 NW 38th St.
3. Flamingo Park 12855 NW 8th St.
4. Hiatus Trailhead Park between Hiatus Road and NW 29th Manor
5. Lakeside Park 3000 Sunrise Lakes Drive West
6. Nob Hill Soccer Club Park 10200 Sunset Strip
7. Oak Hammock 9220 NW 44th St
8. Oscar Wind Park 200 North New River Circle
9. Welleby Park 11100 NW 44th St.
10. Piper Field 8000 NW 44th St.
11. Roarke Hall & Pool 1720 NW 60th Ave.
12. Sawgrass Sanctuary Park 237 North New River Circle

13. Shotgun Road Linear Park 1201 Shotgun Rd.
14. Civic Center – Aquatics Complex 10610 West Oakland Park Blvd.
15. Civic Center – Amphitheater Lawn 10610 West Oakland Park Blvd.
16. Sunrise Athletic Complex 11501 NW 44th St.
17. Sunset Neighborhood Park - corner of Sunset Strip & NW 109th Avenue
18. Sunrise Tennis Club / Welleby Pool 9605 West Oakland Park Blvd.
19. Old Leisure Services Property 9555 West Oakland Park Blvd.
20. Sportsplex 9101 NW 50th St.
21. Veterans Park 5400 North Nob Hill Rd.
22. Sunrise Golf Village Park 1277 Sunset Strip
23. Village Beach Club 6767 NW 24th St.
24. Village Square Park 6601 Sunset Strip
25. 12th Street Park corner of 12th Street & NW 58 Terrace
26. Welleby Dog Park 11100 NW 44th St

1.2.5 Addition or Deletion of Locations and/or Services and/or Frequencies

Certain locations identified by the City, including but not limited to Springtree Golf (8150 Springtree Drive), may be considered as future service locations and may be added to the Agreement on an as-needed basis at the sole discretion of the City. Pricing for such locations shall be provided in Exhibit "2"- Pricing and shall remain valid for the duration of the Agreement. The City makes no guarantee that any Additive Alternate location will be activated or assigned under the Contract.

The City reserves the right to add or delete parks, facilities, service areas, or landscape maintenance services described in the Contract, Specifications, Schedules, or Price Sheets during the term of the Agreement on an as-needed basis.

In the event locations, frequencies or services are deleted, the Contractor shall provide a written deductive cost proposal. In the event locations, frequencies or services are added, pricing shall be negotiated based upon the unit prices, frequencies, and pricing structure contained within Exhibit "2"- Pricing, which includes Supplemental Services pricing, where applicable.

The Contractor shall not perform any added services or commence maintenance at any added location without prior written authorization from the City.

The City makes no guarantee regarding the quantity, frequency, or duration of any added or deleted locations or services.

1.2.6 Supplemental Services

Beyond the regular routine parks landscape maintenance, the Contractor shall, upon the request and approval by the City Representative, provide on an as-needed basis Supplemental Services – Exhibit "2" – Lot 4 (otherwise called Additional Services) for the purposes of:

A. The installation of turfgrass, plants, shrubs, trees, and palms.
B. The application of additional chemicals and fertilization above and beyond those listed in Section 1.2.2.
C. Other tasks as requested by the City.

These Supplemental Services shall be based on the unit prices in Exhibit "2" - Pricing.

No guarantee is made as to the quantity or frequency of Supplemental Services – See Exhibit "2" and the City reserves the right to have this provided by others.

1.3 SERVICES FOR LOTS 1 AND LOT 2

1.3.1 Schedule of Services

The Weekly Work Schedule shall be consistent with the approved Monthly Work Schedule required under Section 2.2.11 but may be modified as directed by the City to address priority work orders, emergencies, weather conditions, or other operational needs.

1.3.2 Work Cycle

The Contractor shall perform the Work Cycle as specified herein and within the defined duration of time. A Work Cycle consists of the completion of all the specified work at ALL the locations defined. The types of Work Cycles and durations for the Parks Locations are listed below in **Table A**. Each Park Groups has the same types of Work Cycles but different areas of the coverage/locations.

TABLE A - Work Cycle

Work Activity	Duration
Bermuda/Paspalum Turf Mowing	* Weekly (46/42 cuts per year)
St. Augustine Turf Mowing	Biweekly average (30 cuts per year)
Edging (hard and soft edges)	Every mow occurrence
Trimming up to 8' height	Every mow occurrence
Litter / Debris Cleanup	Every mow occurrence
Weed Control	Continuous / Minimum 2x per month
Turf Disease & Pest Management	30 Calendar Days
Shrubs & Groundcover Pruning	90 Calendar Days
Hedge Trimming	30 Calendar Days
Mulching	2 times per year
Fertilization (Turf)	4 times per year
Fertilization (Shrubs/Plants)	3 times per year
Fertilization (Palms)	3 times per year

***** Welleby Dog Park and Civic Center Amphitheater Lawn (Lot 2) have more mowings and additional work. Please see Section 1.3.5 for more details.

The Contractor shall complete the Work Cycle in scope and duration as prescribed in the Agreement. Any deviation from the requirements of this provision must be approved by the Director of Leisure Services and/or the City's Representative.

1.3.3 Landscaping

All landscaping must be maintained in a healthy, neat, and attractive condition and must be maintained in accordance with the American Society of Landscape Architects standards.
Contractor must fertilize, trim, mow, eliminate weeds as needed. Dying or dead shrubs, hedges, plants and flowers must be replaced at no cost to the City if it is due to negligence of the Contractor. Unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the City's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs must be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.

The Contractor must maintain existing flowerbeds. Regular maintenance includes weeding, litter/debris removal. Grass and weeds must not be permitted to grow above the flower beds, and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas.

The City shall be responsible for the maintenance, repair, and operation of the irrigation systems at all parks included in this contract. However, the Contractor shall promptly report any broken, damaged, malfunctioning, or leaking irrigation components identified during the performance of their work.

1.3.4 Litter/Debris Control Cycle

Litter removal from the Parks is performed for aesthetics and safety reasons. The parks shall present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the City, but it is more important to provide safety. Litter in the Parks is to be removed prior to mowing or edging in order to reduce possibility of hazards for those using the Parks, the motorists, pedestrians, and the equipment operators.

The Contractor must perform litter and debris removal in all areas where Work is performed. Contractor responsibilities include, but are not limited to, the removal and disposal of all-natural debris, (tree limbs, leaves, fallen trees, dry bush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.). Leaves must be removed from all Turf areas, gutters, sidewalks, pathways, and paved areas.

Contractor must sweep all driveways, parking areas and sidewalks where Turf cuttings and

trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

Contractor must properly dispose of all litter and debris at off-site locations in accordance with the existing local, state, and federal regulations. City dumpsters or other containers are not to be used for disposal of any litter, debris, or Turf trimmings. All pricing must include all disposal fees.

Contractor must notify the Director of Leisure Services and/or the City's Representative immediately, of any debris or any other situation(s) that create a Hazardous Condition.

1.3.5 Turf Mowing Work Cycle

A. **Turf Mowing**: A mowing schedule for each month of service shall be provided to the City on Wednesday of the week prior to service and shall be subject to City approval. Mowing wet grass shall be avoided whenever possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wearing. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. If this occurs, the materials shall be removed immediately.

B. **St. Augustine Grass:** The Contractor shall perform mowing services at all St. Augustine grass areas in accordance with the frequencies set forth below. Compensation shall be in accordance with the prices contained in Exhibit "2"- Pricing. Any additional mowing required to meet the Standards of Work shall be performed at no additional cost to the City.

LOT 1 (Flamingo Road Linear Park)

The Contractor shall complete a total of **thirty (30) mowing cycles annually**, as follows:

- April through October: Mowing shall be performed at intervals of approximately ten (10) to eleven (11) days, for a total of twenty-one (21) cuts.

- November through March: Mowing shall be performed at intervals of approximately seventeen (17) to eighteen (18) days, for a total of nine (9) cuts.

LOT 2 (other Municipal Buildings and Parks)

The Contractor shall complete a total of **thirty (30) mowing cycles annually**, as follows:

- April through October: Mowing shall be performed at intervals of approximately ten (10) to eleven (11) days, for a total of twenty-one (21) cuts.

- November through March: Mowing shall be performed at intervals of approximately seventeen (17) to eighteen (18) days, for a total of nine (9) cuts.

The City reserves the right to modify the mowing schedule at any time based on seasonal conditions, turf growth, or operational needs.

C. **Bermuda/Paspalum grass:** The Contractor shall perform mowing services at all Bermuda and Paspalum grass areas using a reel-type mower. Compensation shall be in accordance with the prices contained in Exhibit "2" - Pricing. Any additional mowing required to meet the Standards of Work shall be performed at no additional cost to the City.

Civic Center Amphitheater Lawn (Lot 2)
The Contractor shall complete a total of forty-six (46) mowing cycles annually, as follows:

- April through October: Approximately once (1) per week, totaling approximately thirty-two (32) cuts.

- November through March: Approximately every ten (10) to fourteen (14) days, totaling approximately fourteen (14) cuts.

Welleby Dog Park (Lot 2)
The Contractor shall complete a total of forty-two (42) mowing cycles annually, as follows:

- April through October: Approximately once (1) per week, totaling approximately thirty (30) cuts.

November through March: Approximately every ten (10) to fourteen (14) days, totaling approximately twelve (12) cuts.

The City reserves the right to modify the mowing schedule at any time based on seasonal conditions, turf growth, or operational needs.

D. There must never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility, or the clippings must be removed from the site. No Turf clippings or trimming must be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas must be swept or vacuumed free of any resulting dirt and debris.

E. Turf must be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. During performance of the Work, Contractor must identify areas that are becoming bare and report such findings to the Director of Leisure Services and/ or the City's Representative, in writing upon identification immediately. Before doing any repairs from such findings, the Contractor must seek approval from the City first. If the Contractor caused the damage, it must be restored—including reseeding or resodding and improving soil

conditions—at no cost to the City. The Contractor shall repair damage area(s) within 48 hours. All stones and rubbish that appear on the surfaces must be removed. The areas must be resodded and/or reseeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction must be restored by resodding and/or reseeding as approved by the Director of Leisure Services and/or the City's Representative, to match existing turf. The type of grass sod and/or grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The Contractor must perform soil testing and sampling at the Director of Leisure Services and/or the City's Representative, request which must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor.

Slope Turf height must not exceed the heights and bare area requirements established below, excluding seed stalks allowed to remain by the Director of Leisure Services and/or the City's Representative.

F. The Standards of Mowing turf are listed below:

- **Winter Months (November - March)**
  i. Civic Center Amphitheater Lawn & Welleby Dog Park (Bermuda/ Paspalum grass): shall be cut to a minimum height of 1.5" to a maximum of 2" above soil level.
  ii. Other parks (St. Augustine grass): shall be cut to a minimum height of 4" to a maximum of 5" above soil level.

- **Summer Months (April – October)**
  i. Civic Center Amphitheater Lawn & Welleby Dog Park (Bermuda/ Paspalum grass): shall be cut to a minimum height of 1.5" to a maximum of 2.25" above soil level.
  ii. Other parks (St. Augustine grass): shall be cut to a minimum height of 3" to a maximum of 4.5" above soil level.

The City reserves the right to adjust mowing heights or maintenance standards as necessary to improve turf health, appearance, or overall park conditions. Any such adjustments shall be communicated to the Contractor.

G. Properly maintained grass and vegetation provide a pleasing appearance and proper ground cover turf/recreational areas are essential elements of a healthy community. More vitally, it presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf and athletic fields.

- All turf must remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by Director of Leisure Services and/or the City's Representative, at no additional cost to the City.

- Contractor must address leaves on the ground at the time of mowing and the associated cost must be included in the cost of mowing.

- Contractor must be responsible for the removal of water-sprouts/sucker growing from trees in areas where ground maintenance is being conducted, up to the height of 8 feet.

H. Edging: The Contractor shall trim and properly edge all shrubs and flowerbeds as well as tree rings, curbs, walks, fence lines, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense.

- Edging must be performed at the same time as mowing and must be cut to the same high standards established for turf mowing heights.
- Vegetation or debris shall not extend more than 3 inches onto any curb or sidewalk for a continuous distance exceeding 10 feet.

- No deviation of soil height of more than 4” above or 2” below the top of the curb or sidewalk, may exist for more than 10 continuous feet.

- No vegetation may encroach more than 3” over the curb or sidewalk for more than 10 continuous feet.

- No grass, vegetation, or debris may encroach within 3” onto a bike path or for more than 10 continuous feet.

- No encroachment of vegetation more than 3” over mulch on trees and landscape beds.

- Edging must be accomplished by mechanical (cutting or trimming by machine). Chemical edging is not acceptable.

- The Contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care must be exercised to prevent damage to concrete during the edging process.

I. Cleanup: All sidewalks, walkways, roadways, and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter and debris each time the soft edging is done. Clippings, mulch or other plant debris must

be prevented from entering ponds, lakes, water features, or drains. If this occurs, the materials shall be removed immediately. All mowing schedules shall be subject to approval by the City.

J. Tire Ruts in Swale Areas: The Contractor shall tamp and/or replace sod damaged by tire ruts in swale areas within 48 hours of the daily inspection.

K. The Contractor shall perform services Monday through Friday between the hours of 7:00 AM and 4:00 PM, and Saturdays between the hours of 9:00 AM and 3:00 PM. The Welleby Dog Park shall be closed every Wednesday from 8:00 AM to 1:00 PM to accommodate routine maintenance activities. The Contractor shall coordinate maintenance operations during this scheduled closure whenever practical. Work shall not be performed outside of these operational hours without prior written consent from the City. The City may impose additional restrictions as necessary.

1.3.6 Weed Control

All turf, landscaped beds, sidewalks, and hardscape areas shall be maintained in a weed-free condition at all times.

The Contractor shall perform weed control to prevent and eliminate weeds within all turf and landscaped areas, including but not limited to grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, gutters, drains, concrete areas, and other hardscape surfaces. Weed control shall also include areas surrounding signs, light poles, benches, playground equipment, bleachers, buildings, and other park structures.

Mechanical removal, hand pulling, trimming, or herbicide application shall be used as necessary to maintain this standard.

Weed control shall be performed during each scheduled maintenance visit as necessary to maintain a weed-free condition, but no less than twice per month.

A. Landscaping, including all flower beds, must receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass. Any weeds in the butterfly garden at Hiatus Trailhead Park shall be hand-pulled only; no chemicals shall be sprayed.

B. All ditch lines must be trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor must trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

C. Weed control must be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging paths, curbs, parking lots, fences, and expansion joints. At no time shall visible weeds be allowed to remain in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks, parking lots, or along fences.

D. If herbicides are used, dead or dying weeds must be removed promptly from mulched areas and flower beds so that no unsightly vegetation remains.

E. All vines growing along or on fences must be removed unless the Director of Leisure Services and/or the City's Representative directs in writing that they are to remain in a specific area.

F. Turf must be free of the following, or similar, undesired vegetation along or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:
   1. Annual, Purple, and Yellow Sedge
   2. Broomsedge
   3. Castor Bean
   4. Cogon Grass
   5. Crowsfoot
   6. Dogfennel
   7. Goosegrass
   8. Johnsongrass
   9. Maiden Cane
   10. Ragweed
   11. Rhodesgrass
   12. Sandspur
   13. Spanish Needle
   14. Tropical Soda Apple
   15. Vaseygrass
   16. White Clover
   17. Dollarweed
   18. Florida Pusley, Largeflower Pusley
   19. Digitaria "Crabgrass"
   20. Torpedo "Panicum repens"
   21. Spurge

G. Herbicide applications shall comply with the requirements of Section 3.11 – Chemicals or Fertilizers, including prior written approval from the City.

H. Any herbicides applied for the control of nuisance vegetation must be approved for use in the State of Florida and applied in accordance with the manufacturer's directions and all applicable Federal, State, and local regulations. The Contractor will assume all responsibility and liability for application of any chemicals. The Contractor shall comply with all Federal, State and local laws regarding the licenses and use of such products. Upon request, the Contractor shall provide the City with a copy of its State of Florida, Department of Agriculture and Consumer Services – Bureau of Entomology and Pest Control, Pest Control License (Ornamental and Turf Pest Control and Right-of-Way Pest Control) or their

sub-contractor's license, along with copies and names of all Certified Operator Card Holders that will perform such work within the Contract.

I. The Contractor shall be responsible for chemically controlling and eradicating weeds in a safe, effective, and timely manner. The Contractor shall use selective or non-selective herbicides appropriate for the target vegetation and application area, as approved by the City. All chemicals used must be labeled for the intended use and applied in accordance with the manufacturer's instructions and all applicable Federal, State, and local regulations.

J. The Contractor shall not use any chemicals that retard the growth of or defoliate grassed areas or plant materials within the parameters of this contract unless specifically approved by the City. No chemical spraying shall occur when wind speeds exceed seven (7) miles per hour.

K. Contractor shall maintain its State of Florida Pest Control Operator Certification and its Pest Control Business License. This license shall be in the Ornamental and Turf Pest Control and Right-of-Way Pest Control category or in the Limited Certification for Commercial Landscape Maintenance category.

L. Subcontracting of pest control will be permitted. If applicable, the Contractor must submit the name of the proposed sub-contractor for Pest Control and a copy of their licenses for review and approval.

1.3.7 Turf Disease and Pest Management

The Contractor shall monitor and manage diseases and pest infestations affecting turf, shrubs, and landscaped areas within all parks included in this contract.

A. Disease and Pest Control

The Contractor shall identify and control diseases and infestations caused by chewing or sucking insects, leaf miners, fire ants, and other pests affecting turf, shrubs, and landscaped areas.

When an infestation or infection becomes evident, the Contractor shall notify the City and implement appropriate control measures as approved by the City. The Contractor shall respond within **forty-eight (48) hours** after a request or notice from the City.

The Contractor shall utilize sound cultural practices to minimize the presence and spread of insects and plant diseases.

All pesticide applications shall be performed by individuals holding a valid pesticide applicator license issued by the State of Florida and shall be applied in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County, and

Municipal regulations.

B. Chemical Product Submittals

Within **ten (10) days of contract execution**, the Contractor shall provide the Director of Leisure Services or the City's Representative with a list of all pesticides proposed for use under this contract, including a **Safety Data Sheet (SDS)** for each product.

Only products approved for use in the State of Florida and labeled for the intended application shall be used.

C. Pest and Disease Reporting

During the performance of the Work, the Contractor shall identify any disease or pest infestation and report such findings in writing to the Director of Leisure Services or the City's Representative.

The Director of Leisure Services or the City's Representative may require the Contractor to develop a Disease or Pest Management Plan (DPMP) for review and approval.

The DPMP shall outline the proposed treatment methods, products, timing, and procedures necessary to control the infestation in a safe and environmentally responsible manner.

If approved by the City, implementation of the DPMP shall be issued through a Work Order and shall be considered Supplemental Work under this contract.

D. Damage Responsibility

If the Contractor fails to report any disease or pest infestation that results in damage to turf, landscaped areas, or other park assets under the Contractor's responsibility, the Contractor shall repair or replace such damage at no cost to the City, including but not limited to:

- Re-sodding turf areas
- Replacement of shrubs or plant materials
- Restoration of affected landscaped areas

E. Posting and Removal of Signs

Following any chemical application, the Contractor shall install and remove all notification signs in accordance with the chemical product label requirements and applicable regulations.

F. Chemical Application Records

The Contractor shall maintain records of all pesticide applications on a Contractor-provided form. These records shall include:

- Date of application
- Location treated
- Product name
- Application rate
- Applicator name and license number

Records shall be made available for inspection upon request by the Director of Leisure Services or the City's Representative.

1.3.8 Plants, Shrubs and Ground Cover Maintenance

The Contractor shall adhere to the following requirements for the maintenance of plant materials.

A. Shrub and Hedge Pruning

All hedge plant materials, including but not limited to green and silver buttonwood, ficus, clusia, and arboricola, shall be trimmed to maintain a neat, uniform appearance and shall be serviced no less than once per month (every 30 days) or as directed by the City.

All other shrubs and groundcover materials shall be selectively pruned as needed, but no less than once every three (3) months (90 days), to maintain proper shape, plant health, and natural growth habit.

B. Hedge Trimming

The tops and sides of all hedges shall be trimmed as necessary to maintain the desired height and uniform appearance, as directed by the City. Trimming operations may require the use of a scissor lift or bucket truck to perform the work safely and effectively.

Hand trimming shall be utilized whenever feasible to promote lateral plant growth and maintain a dense, healthy hedge structure. Mechanical trimming may be used only when it does not adversely affect the health, density, or overall appearance of the plant material.

All trimming shall result in a neat, uniform finish, free of scalping, uneven cuts, or damage to the hedge.

C. Ground Cover Maintenance

Groundcover plants shall be selectively cut back as necessary to encourage lateral growth and shall be maintained within designated planting areas to prevent encroachment into adjacent plantings, walkways, lighting fixtures, or other park structures.

All pruning shall be performed using sharp, clean, and appropriate tools. When pruning, cuts shall be made at a lateral bud or branch to promote healthy regrowth. All cuts shall be made sufficiently close to the parent stem or branch collar to allow proper healing under normal conditions. Stub cuts will not be permitted.

1.3.9 Tree Trimming, Pruning, and Maintenance (Including Additional Scope for LOT 1)

Tree trimming and pruning apply to hardwood trees at each location. Examples include Live Oak, Gumbo Limbo, Black Olive, Mahogany, Green Buttonwood, Royal Poinciana, Jacaranda, Wild Tamarind, Ficus species, Tabebuia, and similar hardwood trees. Palm fruit removal includes the removal of seeds pods and fruit clusters, as well as the removal of dead or damaged fronds. Palm trimming shall be performed in accordance with the 9-to-3 pruning method. The following Scope of Work shall apply to both LOT 1 and LOT 2, unless otherwise specified. LOT 1 shall include additional requirements as outlined herein.

A. LOT 1 and LOT 2

1. Routine Tree Maintenance (Included Services)

   The Contractor shall perform all tree pruning and maintenance in accordance with the current editions of **ANSI A300 Standards** and the **International Society of Arboriculture (ISA) Best Management Practices (BMPs) for Tree Pruning**. All tree pruning shall be performed by, or under the direct supervision of, an **ISA Certified Arborist** employed or retained by the Contractor.

2. The Contractor shall be responsible for routine tree trimming, including, but not limited to, the removal of dead, damaged, diseased, broken, or hazardous branches, as necessary to maintain the health, safety, structural integrity, and appearance of all trees. Trees shall be trimmed to provide a minimum of eight (8) feet of vertical clearance above turf areas and pedestrian walkways, where applicable. This work shall be considered incidental to routine maintenance operations and shall be included in Exhibit “2” - Pricing.

3. For locations identified under Exhibit “2”, LOT 1 and LOT 2, requiring the removal of fruits from palm trees (including, but not limited to, coconuts, seed pods, and similar debris), the Contractor shall perform palm pruning in accordance with **ANSI A300 Standards** and **ISA Best Management Practices**. Palm pruning shall generally follow the **9 o'clock to 3 o'clock** pruning method (or a more conservative approach when appropriate), removing only dead, damaged, hanging, or hazardous fronds, as well as the lowest green fronds when necessary to maintain a neat, uniform appearance. Over-pruning or "hurricane cuts" shall not be permitted unless specifically directed by the City **Supplemental Palm & Tree Pruning and Maintenance.**

   The City may request a written cost proposal from the Contractor for additional palm and tree pruning or maintenance services at any of the locations listed in this contract. Such services shall be considered Supplemental Work and shall not be performed without prior

written authorization from the City.

4. Tree Installation, Staking, and Replacement:

   The City may request a written cost proposal from the Contractor for tree staking, re-staking, or tree replacement services in accordance with Florida-Friendly Landscaping Program principles, ANSI A300 Standards, and ISA Best Management Practices, as applicable.

1.3.10 Chemicals or Fertilizers

The Contractor shall not apply any chemicals, herbicides, pesticides, or fertilizers at any site without prior written approval from the City.

To obtain approval for chemical or fertilizer use, the Contractor shall submit the following documentation to the City in writing:

A. Product name
B. Manufacturer's label
C. Safety Data Sheet (SDS)

All commercial fertilizer applicators must be certified by the Florida Department of Agriculture and Consumer Services in accordance with Florida Statute 482.1562.

All commercial fertilizer applicators shall successfully complete the training program required by the Florida Department of Environmental Protection.

All fertilizers shall be applied in accordance with the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, as established by the University of Florida Institute of Food and Agricultural Sciences.

1.3.11 Mulch Installation and Maintenance

The Contractor shall furnish and install mulch in all plant beds, tree rings, and other landscaped areas where mulch currently exists within park facilities. Mulch shall be processed specifically for landscape use, uniformly shredded to a size between 1 and 3 inches, and shall be free from large bark pieces, weed seeds, soil, or any other organic or inorganic contaminants.

Mulch shall be non-toxic to plants, animals, and the public, and must be certified, registered, and tested for conformance with the standards established by the Mulch & Soil Council (10210 Leatherleaf Ct., Manassas, VA 20111) in the appropriate mulch category.

All mulch applications shall be performed in accordance with Florida-Friendly Landscaping™ Program best management practices.

All listed parks shall be mulched two (2) times per year to maintain a minimum settled depth of 2 inches. The Contractor shall furnish all labor and materials necessary to perform these applications, typically in May and November, or as otherwise directed by the City.

Approved Product Type: Natural Melaleuca (Cypress) Mulch; Color – to be determined by City's representative.

1.3.12 Maintenance of Traffic

The Contractor shall be responsible for providing proper Maintenance of Traffic (M.O.T.) in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices at all times.

Pedestrian traffic may be restricted or redirected, as necessary, to safely perform the work. The Contractor shall provide safe and clearly marked pedestrian pathways at all times.

Sufficient and appropriate safety devices, including but not limited to signage, flags, barricades, and cones, shall be utilized to properly stage vehicles and equipment and to protect work areas located on or adjacent to roadways, parking lots, and pedestrian pathways.

All personnel shall wear high-visibility safety apparel in accordance with applicable safety standards when working near roadways or in areas with vehicular traffic.

1.3.13 Utilities

The Contractor shall be solely responsible for verifying the location of all underground utilities prior to performing any excavation or ground-disturbing activities, and for identifying and avoiding all overhead utilities when performing work above grade.
The Contractor shall comply with all requirements of Sunshine State One Call (811) prior to commencing any excavation or ground-disturbing activities.
The Contractor shall be responsible for any and all damage to underground or overhead utilities caused by their operations and shall, at no cost to the City, promptly repair or replace such utilities to the satisfaction of the appropriate utility provider and the City.

1.3.14 Project Work

The City, in its sole discretion, reserves the right to procure materials required for Supplemental Work directly from the Contractor's vendor or from any other vendor of the City's choosing.
The Contractor shall coordinate with the City regarding the delivery, handling, and installation of such materials, as required.

1.3.15 Supplemental Services

The Contractor shall, upon request and prior written authorization by the City, provide Supplemental Services on an as-needed basis. Supplemental Services may include, but are not limited to:

A. Plant, shrub, tree, and palm installation or removal
B. Fertilization
C. Installation of soil, rock, and sod
D. Application of pest and disease management products to plant materials

All Supplemental Services shall be performed in accordance with the unit prices provided in Exhibit "2" - Pricing and shall not be performed without prior written authorization from the City.

A. Plant, Shrub, Tree, and Palm Installation

1. All plant materials shall be Florida Number One grade or better, in accordance with the most current edition of *Grades and Standards for Florida Nursery Plants*, as published by the Florida Department of Agriculture and Consumer Services.

   For plant materials not addressed within these standards, materials shall conform to American National Standards Institute Standard Z60.1.

2. All plant materials and associated installation services shall be guaranteed for a period of ninety (90) days from the date of installation. This guarantee shall not apply to plant material damaged by acts of God, including but not limited to hurricanes, flooding, fire, or vehicular accidents.

3. All planting shall be performed in accordance with the planting details and specifications contained in Section 2.3.7 of this document.

Any plant, shrub, tree, or palm material deemed unacceptable during the warranty period shall be replaced within ten (10) calendar days of notification by the City.

All plant materials shall be installed in a manner that promotes long-term health and viability, including proper planting depth, soil preparation, and staking, where required.

1.3.16 Fertilization

All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, as established by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS). Fertilization shall only be performed when authorized by the City and in accordance with the requirements outlined in Section 3.10 – Chemicals or Fertilizers.

Fertilizer applications containing nitrogen should be avoided between June 1 and September 30 unless otherwise authorized in writing by the City or permitted by applicable local ordinances. The

Contractor shall adjust the fertilization schedule as necessary to comply with this requirement while maintaining the annual nutrient application rates specified herein.

A. **St. Augustine Grass (FERT A):** The Contractor shall apply a slow-release fertilizer formulated for St. Augustine grass four (4) times per year. Fertilizer applications shall provide a total annual nitrogen rate of three (3) pounds per 1,000 square feet, unless otherwise directed by the City.

- Early Spring (March): 20-0-10 (50-70% slow-release nitrogen) **Weed & Feed (W&F)** atrazine
- Late Spring (May): 8-2-12 + 4% magnesium (50-70% slow-release nitrogen and potassium)
- Early Fall (October): 8-2-12 +4% magnesium (50-70% slow-release nitrogen and potassium)
- Late Fall (November): 20-0-10 (50-70% slow-release nitrogen) **Weed & Feed (W&F)** atrazine

B. **Bermuda/Paspalum Grass (FERT A1):** The Contractor shall apply a slow-release fertilizer formulated for Bermuda grass four (4) times per year. Fertilizer applications shall provide a total annual nitrogen rate of four (4) pounds per 1,000 square feet, unless otherwise directed by the City.

Civic Center Amphitheater Lawn

FERT A1:

a. Early Spring (March): 20-0-20 slow-release granular fertilizer
b. Early Spring (May): 21-0-10 slow-release granular fertilizer and pre-emergent
c. Early Fall (October): 20-0-20 slow-release granular fertilizer
d. Early Winter (December): 21-0-10 slow-release granular fertilizer and pre-emergent
e. Monthly IPM (12 per year): Apply liquid/foliar treatments consisting of chelated micronutrients, trace minerals, and biostimulants (including iron, manganese, magnesium, and organic amendments) to enhance turf color, density, and stress tolerance. The Contractor shall inspect turf areas monthly and apply selective post-emergent herbicides and/or weed-and-feed products only as necessary to control existing weeds and maintain a healthy, weed-free turf.

All fertilizer and herbicide applications within this area shall utilize products labeled for use in public spaces with animals. Applications shall be watered in immediately following treatment. Areas shall be temporarily closed or posted with signage until turf is dry and safe for re-entry. Spot treatments shall be utilized where feasible to minimize exposure.

Welleby Dog Park

FERT A2:
Early Spring (March): 20-0-10 (50-70% slow-release nitrogen) **Weed & Feed (W&F)** atrazine.

a. Late Spring (May): 21-0-10 slow-release granular fertilizer and pre-emergent.
b. Early Fall (October): 20-0-20 slow-release granular fertilizer.
c. Late Fall (November): 20-0-10 (50-70% slow-release nitrogen) **Weed & Feed (W&F)** atrazine.

All fertilizer and herbicide applications within dog park areas shall utilize products labeled for use in public spaces with animals. Applications shall be watered in immediately following treatment. Dog park areas shall be temporarily closed or posted with signage until turf is dry and safe for re-entry. Spot treatments shall be utilized where feasible to minimize exposure.

C. **Plants and Shrubs**: Shrubs and ornamental plant materials shall be fertilized three (3) times per year using a slow-release landscape fertilizer. Fertilizer shall be applied at a minimum rate of one (1) pound per 100 square feet per application.

FERT B:
a. Spring (March): 8-2-12 + 4% magnesium (70-100% slow-release nitrogen, potassium and all other minerals)
b. Late Spring (May): 8-2-12 + 4% magnesium (70-100% slow-release nitrogen, potassium and all other minerals)
c. Early Fall (October): 8-2-12 + 4% magnesium (70-100% slow-release nitrogen, potassium and all other minerals)

D. **Palms**: The Contractor shall fertilize the following palm species three (3) times per year using a fertilizer formulated specifically for palms and applied in accordance with current UF/IFAS recommendations:
a. Royal Palms
b. Coconut Palms
c. Solitaire Palms
d. Canary Island Date Palms (Medjool)
e. Foxtail Palms
f. Montgomery Palms
g. Alexander Palms

Palm fertilization shall be limited exclusively to the palm species listed above. All other palm species, including Sabal Palms, shall be excluded from the Contractor's palm fertilization services and shall not be included in the bid price. Any additional palm fertilization services requested by the City for palm species not listed above shall be

considered Supplemental Work and shall require prior written authorization from the City before such work is performed.

Fertilizer shall be applied at a minimum rate of three (3) pounds per 10 inches of trunk diameter per application

FERT C:

a. Spring (March): 8-2-12 + 4% magnesium (70-100% slow-release nitrogen, potassium and all other minerals)
b. Late Spring (May): 8-2-12 + 4% magnesium (70–100% slow-release nitrogen, potassium, and all other minerals)
c. Early Fall (October): 8-2-12 + 4% magnesium (70–100% slow-release nitrogen, potassium, and all other minerals)

Any plants, trees, or turf damaged as a result of improper fertilizer application or over-fertilization shall be replaced by the Contractor at no cost to the City.

The City reserves the right to adjust the schedule and frequency of any fertilizer application based on site conditions, weather patterns, or observed turf and plant health. The Contractor shall comply with such adjustments at no additional cost to the City.

1.3.17 Public Relations

The Contractor's interaction with City residents is essential to the success of the Contract and shall be considered of equal importance to the proper maintenance of the parks. The Contractor shall conduct all operations in a courteous and professional manner at all times.

All resident inquiries, complaints, or requests shall be directed to the City.

1.3.18 Discovery and Notification

The Contractor shall immediately notify the City upon discovery of any damage, vandalism, or theft at any site. When appropriate, the Contractor shall also notify local law enforcement and file a police report documenting the incident.

1.3.19 Property Damage

Any pre-existing property damage, whether public or private, observed prior to the commencement of work shall be immediately reported to the City.
Any property damage, whether public or private, caused by the Contractor during the performance of the work shall be immediately reported to the City and shall be repaired or replaced by the Contractor at no cost to the City or the property owner.

If the Contractor damages City property or equipment, the Contractor shall be responsible for all costs associated with repair or replacement. The City may, at its sole discretion, perform or arrange such repairs and invoice the Contractor for all associated costs, which shall be paid promptly upon receipt.

SECTION 2 - ADDITIONAL REQUIREMENTS

2.1 PROPOSER QUALIFICATIONS

2.1.1 Contractor shall maintain a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida.

2.1.2 Contractor shall maintain staff that have all required State of Florida and Local government licenses and registrations.

2.2 STANDARDS OF CONTRACTOR

2.2.1 Intent

The Contractor shall maintain its independent contractor status and the individuals assigned to work for the City by the Contractor shall be subject to the approval of the City and will not be City employees. Contractor must maintain licenses with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

2.2.2 Identification

Contractor will not use or create any badge containing City's name, seal, logo, or any other reference thereof for identification. Contractor shall use their company's issued uniform, but personnel must look neat, clean, and professional in appearance at all times. Nonuniform clothing shall not be permitted.

2.2.3 Experience, Licensing and Qualifications

A. Experience

The Contractor shall employ personnel possessing all required State and local licenses, certifications, and registrations necessary to perform the work.

B. Licenses

The Contractor shall ensure that all personnel performing work under the Contract hold all required State and/or local licenses and permits applicable to their duties, including, but not limited to, pest control, herbicide application, irrigation, and horticultural services.

Where applicable, the Contractor shall hold or employ personnel with a valid Broward County Landscape Maintenance License/Certification.

C. Pesticide Certification

The Contractor shall have at least one (1) certified pesticide applicator licensed through the Florida Department of Agriculture and Consumer Services in accordance with applicable Florida Statutes. This individual shall be responsible for all pesticide applications performed under the Contract.

D. Herbicide Certification

The Contractor shall have at least one (1) certified applicator licensed through the Florida Department of Agriculture and Consumer Services for herbicide application. This individual may be the same person identified in Section C, provided they hold the appropriate certifications.

E. Florida Green Industries Certification

The Contractor shall have at least one (1) full-time employee assigned to this contract who has successfully completed the Florida Green Industries Best Management Practices (GI-BMP) training program administered by the University of Florida Institute of Food and Agricultural Sciences.

F. Arborist Certification

The Contractor shall have at least one (1) full-time employee on staff who is a certified arborist in good standing with the International Society of Arboriculture. The certified arborist shall be available to oversee and provide guidance on all tree-related work performed under the Contract.

2.2.4 Contractor's Representative

The Contractor shall maintain at least one (1) primary point of contact (Contractor's Representative) for the Contract who shall be available to respond to City requests twenty-four (24) hours per day, seven (7) days per week, including holidays. Refer to article 1 of this contract.

The Contractor's Representative shall be reachable by cellular telephone at all times and shall be available to visit project sites as requested by the City.

The Contractor's Representative shall be responsible for managing all aspects of the work performed under the Contract, including routine maintenance and Supplemental Services, and shall coordinate all activities with the City.

The Contractor's Representative shall be fluent in English, possess strong communication skills, and have the authority to direct personnel and resources necessary to fulfill the requirements of the Contract.

The Contractor's Representative shall utilize their experience and training to proactively monitor site conditions and identify, prevent, and address adverse conditions through regular site inspections.

2.2.5 Responding to Emergency Requests

The Contractor shall provide a 24/7 emergency contact telephone number and shall respond to emergency requests upon notification by the City, twenty-four (24) hours per day, seven (7) days per week, including all holidays.

Emergency responses shall meet the following requirements:

A. Acknowledgment

The Contractor shall acknowledge receipt of an emergency request within thirty (30) minutes of notification by the City or its designee. Acknowledgement shall be made through direct, live telephone communication with a Contractor representative. Voicemail, automated systems, or answering services shall not be considered acceptable acknowledgement.

B. Landscape Emergencies

For landscape-related emergencies, the Contractor shall commence work at the affected location within four (4) hours of the request for service. The Contractor shall immediately address the issue and notify the City of the nature and extent of the problem.
Landscape emergencies shall include, but are not limited to, fallen trees or limbs creating safety hazards, or any condition deemed hazardous to the public by the City.

C. Emergency Contact Information

The Contractor shall provide the City with a current list of emergency contacts, including names, titles, and telephone numbers. The Contractor shall update this information immediately upon any changes.

2.2.6 Failure to Respond

A. Landscape Emergencies

Failure of the Contractor to meet the required four (4) hour response time to be on-site for landscape emergencies, unless otherwise approved by the City, shall result in rejection of payment as specified in article 2 of this contract.

Failure to perform a scheduled mowing within the required timeframe shall constitute performance deficiency. Upon notification by the City, the Contractor shall complete the required mowing within 24 hours (or the next business day if weather prevents mowing).

Failure to correct the deficiency within the required timeframe may result in a deduction from the monthly payment equal to the value of the missed service, in addition to any other remedies available under the contract.

B. Repeated Failure to Respond

Repeated failure by the Contractor to respond to emergency or non-emergency service requests within the required response times may constitute a breach of the Contract.

For the purposes of this Section, “repeated failure” shall be defined as failure to meet the required response time in two (2) out of four (4) consecutive occurrences.

2.2.7 Subcontracting Work

A. Approval of Subcontractors

All subcontractors and subcontracts for any portion of the Work must be approved in writing by the City prior to commencement of such work. The Contractor shall submit, in writing, the name and qualifications of each proposed subcontractor for approval.

The Contractor shall not replace or substitute any approved subcontractor without prior written approval from the City.

The Contractor shall be fully responsible for all work performed by subcontractors and their employees, agents, or representatives under the Contract.

B. Subcontract Requirements

The Contractor shall ensure that all subcontractors are bound by the terms and conditions of the Contract to the extent of the work they perform.

All subcontracts shall:

- Require the subcontractor to comply with all applicable provisions of the Contract
- Preserve and protect the rights of the City under the Contract
- Not relieve the Contractor of any obligations or liabilities under the Contract

C. Lower-Tier Subcontracting

Where applicable, the Contractor shall require subcontractors to include similar provisions in their agreements with any lower-tier subcontractors.

The Contractor shall provide subcontractors with access to applicable portions of the Contract prior to execution of any subcontract.

2.2.8 Transition Plan

The Contractor shall provide, prior to commencement of services, a detailed written transition plan describing how services will be assumed from the City's current contractor. The transition plan shall include staffing, equipment deployment, scheduling, and any other actions necessary to ensure continuity of services.

The Contractor shall be responsible for minimizing any disruption to City operations and shall ensure a smooth and orderly transition of services at the start of the Agreement.

Upon expiration or termination of the Contract, the Contractor shall cooperate with the City and any subsequent contractor to facilitate a smooth and orderly transition of services. Such cooperation shall include the transfer of relevant information, schedules, and site conditions, as requested by the City.

2.2.9 Adherence to City Policy

Contractor assigned to handle Parks Landscape Maintenance Services for the City shall adhere to all City policies, procedures and protocols.

2.2.10 Repairs

The Contractor shall obtain all required permits and pay all applicable fees to any regulatory agency having jurisdiction over work required to repair or replace damage caused by the Contractor.

All repair and replacement work shall be performed in accordance with all applicable laws, ordinances, codes, and regulations.

Upon completion of such work, the Contractor shall provide documentation acceptable to the City demonstrating that all work has been completed in compliance with applicable requirements.

2.2.11 Monthly Work Schedule

The Contractor shall submit a preliminary Monthly Work Schedule to the City no later than the fifteenth (15th) day of each month for the upcoming month. The Monthly Work Schedule shall identify the anticipated timing of all recurring Basic Services, including, but not limited to, mowing, edging, trimming, fertilization, pesticide applications, mulching, and other routine maintenance activities. The Monthly Work Schedule is intended for planning purposes only and may be modified based on weather, site conditions, emergencies, or direction from the City.

The Contractor shall provide the Schedule in electronic format and, upon request, in hard copy. The Contractor shall notify the City of any changes to the approved Schedule and obtain approval for any significant deviations.

2.2.12 Exclusivity

City reserves the right to have required work performed by others. This action will not waive or void any of the terms and conditions in the Contract.

2.3 STANDARDS OF LABOR AND MATERIALS

2.3.1 Labor

The Contractor shall at all times maintain good order and discipline among its employees, subcontractors, and agents. The Contractor shall not employ any person who is unfit, unskilled, or otherwise unqualified for the work assigned.

Any employee, subcontractor, or agent of the Contractor whose work is deemed unsatisfactory by the City, or who is considered careless, incompetent, unskilled, disorderly, or who uses abusive or threatening language, shall be removed from the work site upon notice from the City and shall not be reassigned to work under the Contract.

The use of alcohol, illegal drugs, or controlled substances without a valid prescription is strictly prohibited at all work sites. Smoking shall be prohibited except in designated areas approved by the City, if applicable.

2.3.2 Staffing Requirements

The Contractor shall provide a sufficient number of qualified personnel to perform all work required under the Contract in a timely and satisfactory manner.

2.3.3 Equipment

The Contractor shall provide a complete list of all equipment and machinery, owned or leased, utilizing Schedule K included in the RFP.

A. Vehicles
All vehicles shall be maintained in good working condition, free of leaks, and properly licensed and registered.

B. Equipment Safety
All equipment shall be maintained in safe and efficient operating condition and equipped with all required safety devices. The City may require removal of any unsafe equipment or operator until deficiencies are corrected to the satisfaction of the City.

The Contractor shall be solely responsible for any damage or injury caused by the operation of its equipment.

C. Storage

The City shall not provide storage facilities. The Contractor shall be responsible for daily mobilization, setup, demobilization, and removal of all equipment.

2.3.4 Emergency Response Plan

The Contractor must prepare and furnish to the Director of Leisure Services and/or the City's Representative, for review and acceptance an Emergency Response Plan ("ERP") within (30) days after execution of the Contract. The ERP must outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions including hurricanes, rain, or flooding. The ERP must address the Contractor's coordination procedures of the City.

The ERP must include a provision for cooperating with the City to furnish Contractor's forces to supplement the City's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. Upon request by the Director of Leisure Services and/or the City's Representative, the Contractor must include pricing for services that are typically required in response to emergency events in the ERP. In the event that services or equipment are require by the City for emergency preparation response, such services and equipment will be deemed as Supplement Services and paid for in accordance with the terms of this Contract.

2.3.5 Chemical and Fertilizers

A. Pricing for irrigation parts, chemicals, fertilizers, and related supplies shall be based on current wholesale pricing, such as the SiteOne Landscape Supply catalog or equivalent.

B. The City reserves the right to request updated wholesale pricing every three (3) months.

D. The City reserves the right to add or remove items from the pricing list.

E. Labor costs in Exhibit "2" shall include excavation, installation, and related work.

F. The City reserves the right to procure materials for Supplemental Work from the Contractor or any other vendor.

2.3.6 Trees, Palms, and Plants Pricing

A. All plant material shall be Florida Grade #1 or better. Pricing shall be based on uninstalled material costs with 15% markup applied to wholesale pricing, including delivery.

B. Plant pricing shall be based on current market references such as the Betrock Information Systems or equivalent.

C. Labor costs for installation shall be included in Exhibit C. All sod shall be priced as installed.

D. The City reserves the right to procure plant materials for Supplemental Work from the Contractor or any other vendor.

2.3.7 Plant Specification and Detail

LARGE TREE & PALM PLANTING DETAIL

Figure (A) – MULTI-STEM PLANTING DETAIL

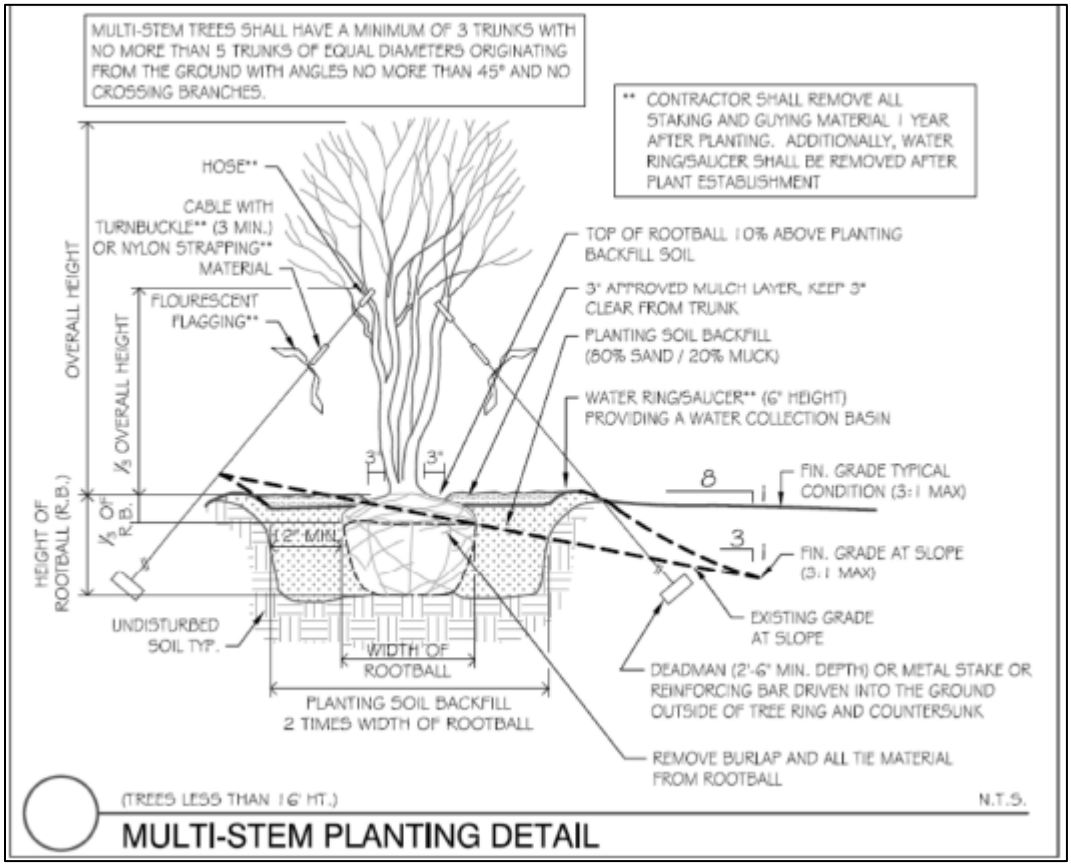
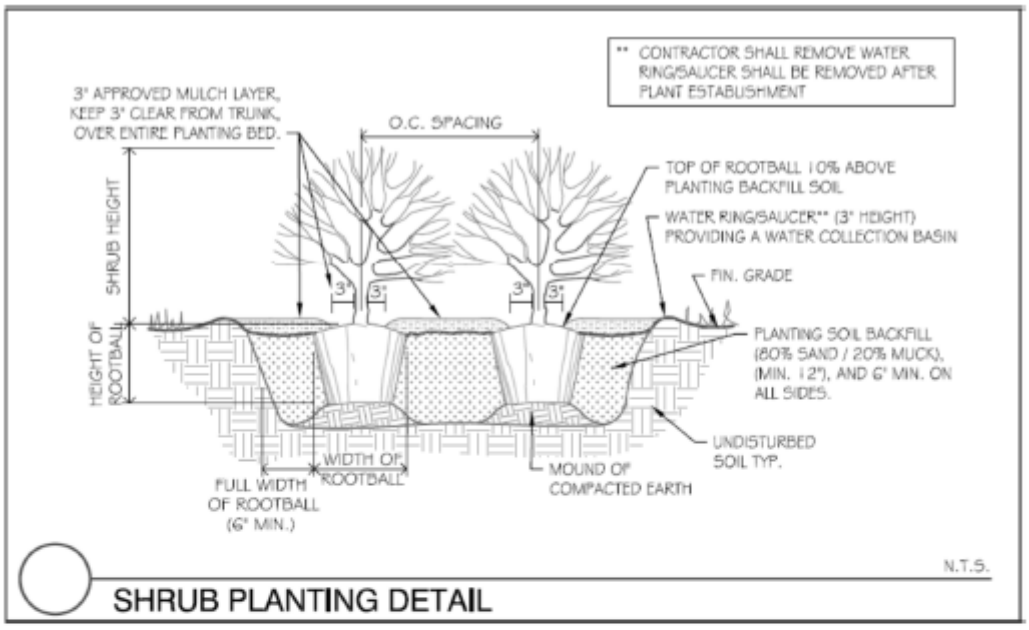


Figure (B) – SHRUB PLANTING DETAIL



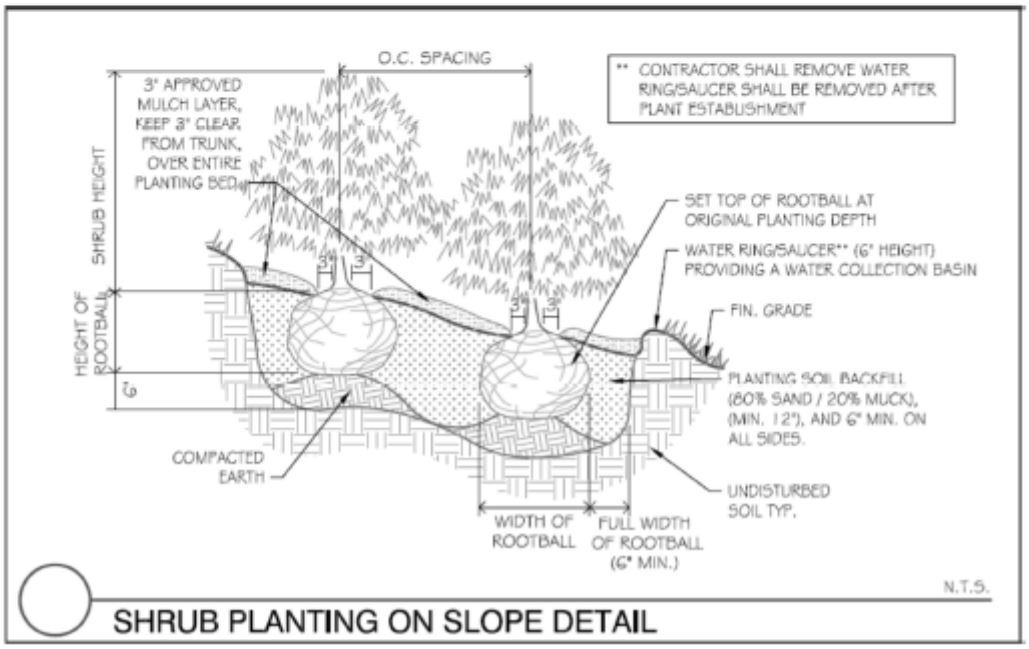
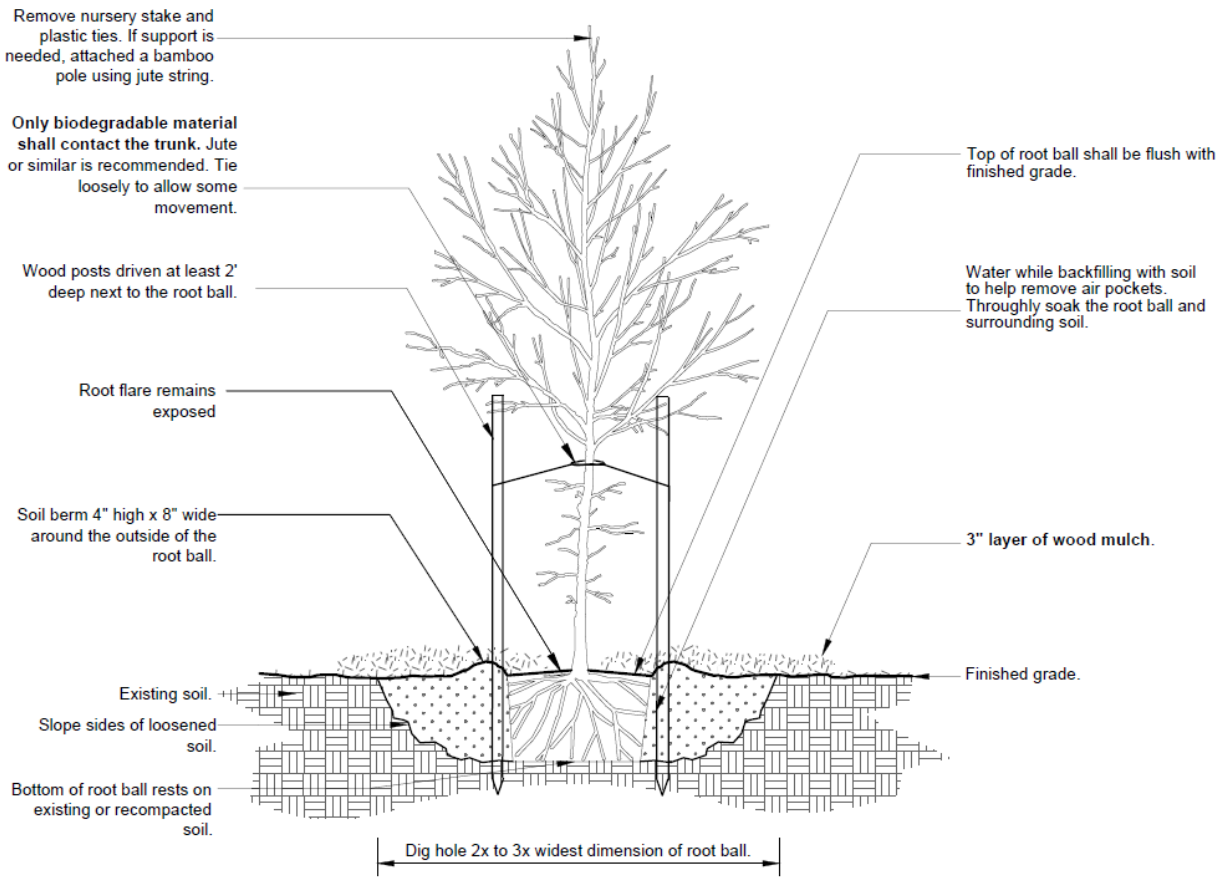


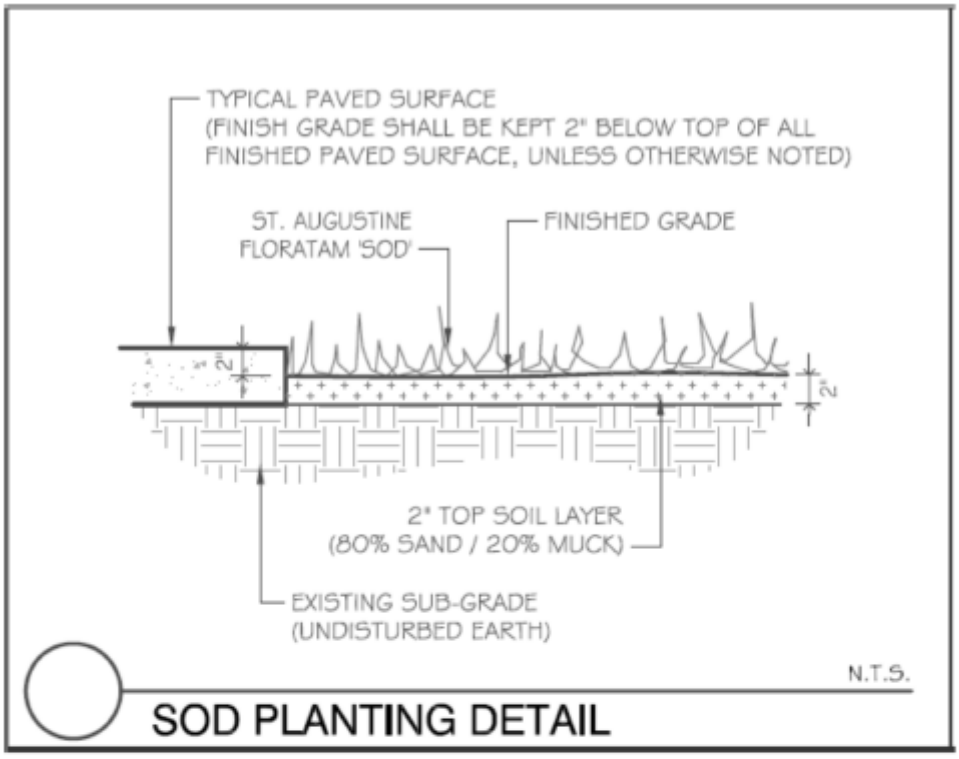
Figure (C) - SMALL TREE PLANTING DETAIL



City of Sunrise Tree Planting and Staking

Modified from URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE

Figure (D) - SOD AND GROUND COVER PLANTING DETAIL



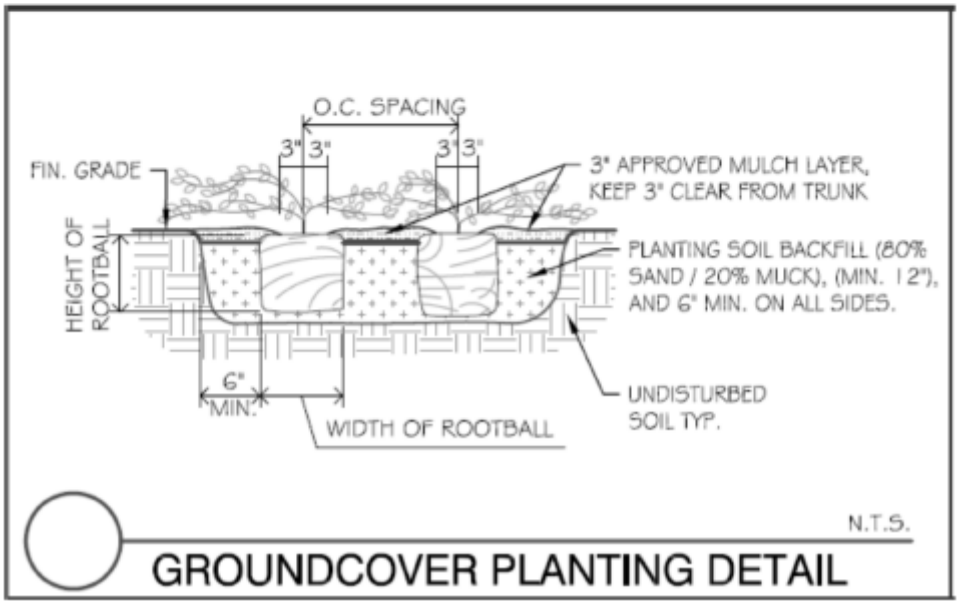


Figure (E) - LARGE TREE & PALM PLANTING DETAIL II

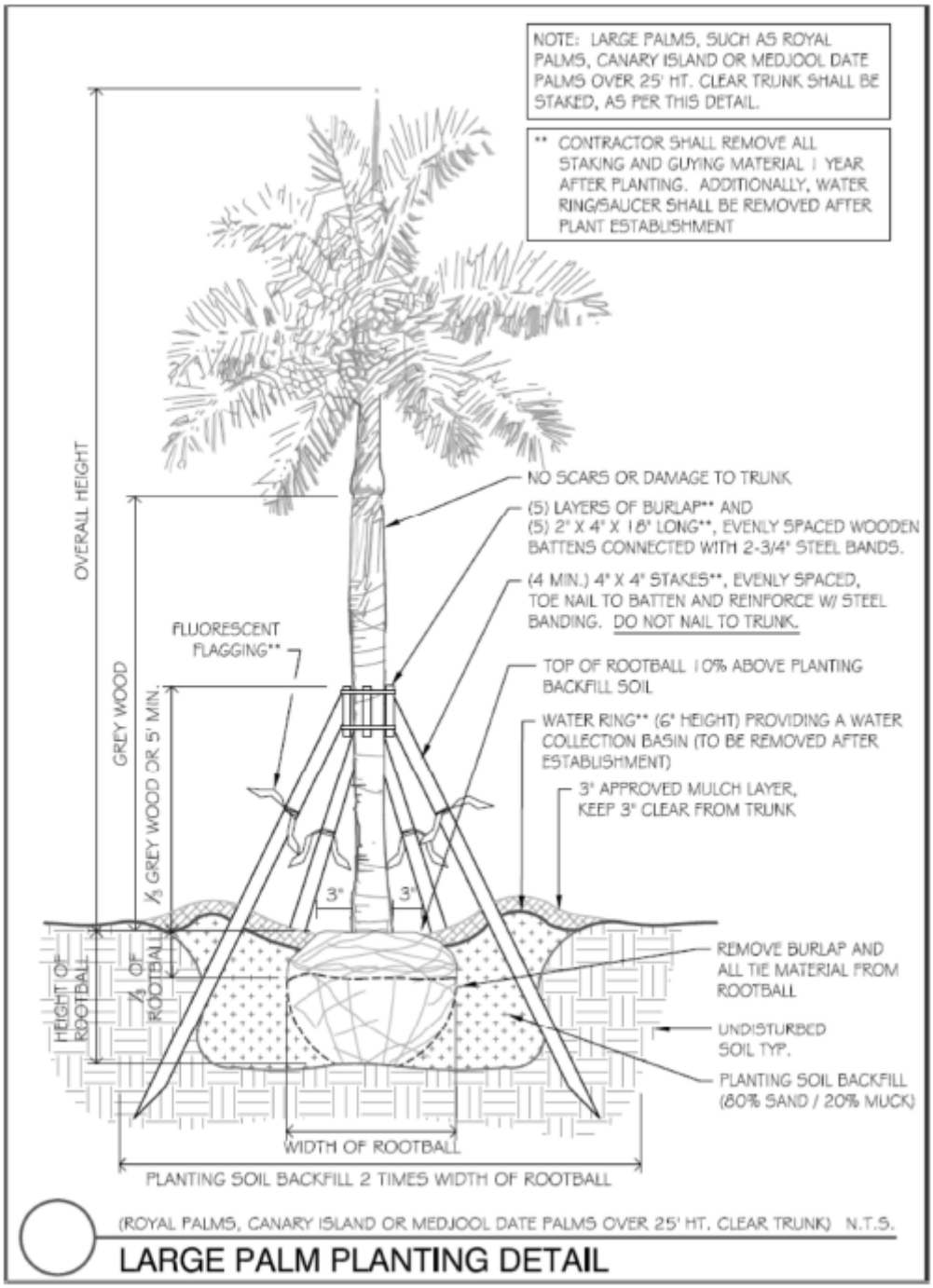


EXHIBIT "2"
PRICING

EXHIBIT "2" - PRICING

LOT 1 - LEISURE SERVICES DEPARTMENT: FLAMINGO ROAD LINEAR PARK

			Landscape Service Professionals, LLC	
Item No.	**Description**	**Annual Frequencies**	**Unit Price**	**Extended Total**
1	Mowing	30	$944.00	$28,320.00
2	Fert A (Turf)	2	$750.00	$1,500.00
3	Fert A (Turf W&F)	2	$750.00	$1,500.00
4	Fert B (Shrubs/Plants)	3	$250.00	$750.00
5	Fert C (Palms)	3	$325.00	$975.00
6	Mulching	2	$1,885.00	$3,770.00
7	Palms - Remove Fruits	2	$2,500.00	$5,000.00

TOTAL OFFER FOR LOT 1 (Items 1-7):	**$41,815.00**

General Description: The Mowing line item shall include, but not be limited to, mowing, edging, weed control, hedge trimming and pruning, tree trimming for vegetation up to eight (8) feet in height, planter bed and groundcover maintenance, general site clean-up, and litter removal. Fertilization, chemical applications, mulching, and palm fruit removal shall be compensated under their respective line items in this Fee Schedule. All services shall be performed in accordance with the Scope of Work, including any additional requirements specified therein.

EXHIBIT "2" - PRICING

LOT 2 – LEISURE SERVICES DEPARTMENT: MUNICIPAL BUILDINGS & PARKS

				Landscape Service Professionals, LLC	
Item No.	**Location**	**Description**	**Annual Frequencies**	**Unit Price**	**Extended Total**
1	City Park 6600 Sunset Strip	Mowing	30	$354.00	$10,620.00
		Fertilizer A (Turf)	2	$185.00	$370.00
		Fertilizer A (Turf W&F)	2	$185.00	$370.00
		Fertilizer B (Shrubs/Plants)	3	$25.00	$75.00
		Fertilizer C (Palms)	3	$150.00	$450.00
		Mulching	2	$1,710.00	$3,420.00
2	Cypress Preserve Park 9020 NW 38th Street	Mowing	30	$767.00	$23,010.00
		Fertilizer A (Turf)	2	$75.00	$150.00
		Fertilizer A (Turf W&F)	2	$75.00	$150.00
		Fertilizer B (Shrubs/Plants)	3	$75.00	$225.00
		Fertilizer C (Palms)	3	$175.00	$525.00
		Mulching	2	$5,415.00	$10,830.00
3	Flamingo Park 12855 NW 8 Street	Mowing	30	$796.50	$23,895.00
		Fertilizer A (Turf)	2	$375.00	$750.00
		Fertilizer A (Turf W&F)	2	$375.00	$750.00
		Fertilizer B (Shrubs/Plants)	3	$35.00	$105.00
		Fertilizer C (Palms)	3	$275.00	$825.00
		Mulching	2	$3,135.00	$6,270.00
4	Hiatus Trailhead Park Hiatus Road and NW 29th Manor	Mowing	30	$531.00	$15,930.00
		Fertilizer A (Turf)	2	$65.00	$130.00
		Fertilizer A (Turf W&F)	2	$65.00	$130.00
		Fertilizer B (Shrubs/Plants)	3	$150.00	$450.00
		Fertilizer C (Palms)	3	$50.00	$150.00
		Mulch	2	$2,565.00	$5,130.00
5	Lakeside Park 3000 Sunrise Lakes Drive West	Mowing	30	$265.50	$7,965.00
		Fertilizer A (Turf)	2	$75.00	$150.00
		Fertilizer A (Turf W&F)	2	$75.00	$150.00
		Fertilizer B (Shrubs/Plants)	3	$105.00	$315.00
		Fertilizer C (Palms)	3	$10.00	$30.00
		Mulch	2	$855.00	$1,710.00
6	Nob Hill Soccer Club Park 10200 Sunset Strip	Mowing	30	$663.75	$19,912.50
		Fertilizer A (Turf)	2	$285.00	$570.00
		Fertilizer A (Turf W&F)	2	$285.00	$570.00
		Fertilizer B (Shrubs/Plants)	3	$75.00	$225.00
		Fertilizer C (Palms)	3	$315.00	$945.00
		Mulching	2	$3,135.00	$6,270.00
		Palms - Remove Fruits	2	$5,500.00	$11,000.00
7	Oak Hammock 9220 NW 44TH Street	Mowing	30	$811.25	$24,337.50
		Fertilizer A (Turf)	2	$75.00	$150.00
		Fertilizer A (Turf W&F)	2	$75.00	$150.00
		Fertilizer B (Shrubs/Plants)	3	$105.00	$315.00
		Fertilizer C (Palms)	3	$270.00	$810.00
		Mulching	2	$6,555.00	$13,110.00
8	Oscar Wind Park 200 N. New River Circle	Mowing	30	$545.75	$16,372.50
		Fertilizer A (Turf)	2	$325.00	$650.00
		Fertilizer A (Turf W&F)	2	$325.00	$650.00
		Fertilizer B (Shrubs/Plants)	3	$175.00	$525.00
		Fertilizer C (Palms)	3	$200.00	$600.00
		Mulching	2	$570.00	$1,140.00
9	Welleby Park 11100 NW 44 Street Note: This is to service the entire park, excluding inside the dog park areas. Palms - Remove Fruits (around Splash pad only)	Mowing	30	$1,305.38	$39,161.40
		Fertilizer A (Turf)	2	$605.00	$1,210.00
		Fertilizer A (Turf W&F)	2	$605.00	$1,210.00
		Fertilizer B (Shrubs/Plants)	3	$95.00	$285.00
		Fertilizer C (Palms)	3	$520.00	$1,560.00
		Mulching	2	$4,845.00	$9,690.00
		Palms - Remove Fruits	2	$2,800.00	$5,600.00
10	Piper Field 8000 NW 44th Street	Mowing	30	$236.00	$7,080.00
		Fertilizer A (Turf)	2	$125.00	$250.00
		Fertilizer A (Turf W&F)	2	$125.00	$250.00
		Fertilizer B (Shrubs/Plants)	3	$35.00	$105.00

EXHIBIT "2" - PRICING

LOT 2 – LEISURE SERVICES DEPARTMENT: MUNICIPAL BUILDINGS & PARKS

				Landscape Service Professionals, LLC	
Item No.	**Location**	**Description**	**Annual Frequencies**	**Unit Price**	**Extended Total**
		Fertilizer C (Palms)	3	$125.00	$375.00
		Mulching	2	$783.75	$1,567.50
		Palms - Remove Fruits	2	$2,500.00	$5,000.00
11	Roarke Hall and Pool 1720 NW 60 Avenue	Mowing	30	$118.00	$3,540.00
		Fertilizer A (Turf)	2	$42.50	$85.00
		Fertilizer A (Turf W&F)	2	$42.50	$85.00
		Fertilizer B (Shrubs/Plants)	3	$18.75	$56.25
		Fertilizer C (Palms)	3	$125.00	$375.00
		Mulching	2	$570.00	$1,140.00
		Palms - Remove Fruits	1	$1,500.00	$1,500.00
12	Sawgrass Sanctuary Park 237 North New River Circle	Mowing	30	$619.50	$18,585.00
		Fertilizer A (Turf)	2	$315.00	$630.00
		Fertilizer A (Turf W&F)	2	$315.00	$630.00
		Fertilizer B (Shrubs/Plants)	3	$105.00	$315.00
		Fertilizer C (Palms)	3	$275.00	$825.00
		Mulching	2	$2,422.50	$4,845.00
13	Shotgun Road Linear Park 1201 Shotgun Road	Mowing	30	$354.00	$10,620.00
		Fertilizer A (Turf)	2	$235.00	$470.00
		Fertilizer A (Turf W&F)	2	$235.00	$470.00
		Fertilizer B (Shrubs/Plants)	3	$65.00	$195.00
		Fertilizer C (Palms)	3	$170.00	$510.00
		Mulching	2	$2,280.00	$4,560.00
		Palms - Remove Fruits	1	$2,500.00	$2,500.00
14	Civic Center - Aquatics Complex 10610 West Oakland Park Blvd	Mowing	30	$250.75	$7,522.50
		Fertilizer A (Turf)	2	$100.00	$200.00
		Fertilizer A (Turf W&F)	2	$100.00	$200.00
		Fertilizer B (Shrubs/Plants)	3	$95.00	$285.00
		Fertilizer C (Palms)	3	$300.00	$900.00
		Mulching	2	$2,850.00	$5,700.00
		Palms - Remove Fruits	2	$2,650.00	$5,300.00
15	Civic Center Amphitheater Lawn 10610 West Oakland Park Blvd Note: Includes the turf (Bermuda grass) only and shall be maintained in compliance with items pertaining to their care. Shrubs, plants and trees maintenance areas are not included in this location.	Mowing (Bermuda)	46	$550.00	$25,300.00
		Fertilizer A1 (Turf)	4	$700.00	$2,800.00
		IPM Applications	12	$760.00	$9,120.00
16	Sunrise Athletic Complex 11501 NW 44th Street	Mowing	30	$1,209.50	$36,285.00
		Fertilizer A (Turf)	2	$525.00	$1,050.00
		Fertilizer A (Turf W&F)	2	$525.00	$1,050.00
		Fertilizer B (Shrubs/Plants)	3	$450.00	$1,350.00
		Fertilizer C (Palms)	3	$35.00	$105.00
		Mulching	2	$3,277.50	$6,555.00
17	Sunset Neighborhood Park Sunset Strip & NW 109th Avenue	Mowing	30	$590.00	$17,700.00
		Fertilizer A (Turf)	2	$90.00	$180.00
		Fertilizer A (Turf W&F)	2	$90.00	$180.00
		Fertilizer B (Shrubs/Plants)	3	$200.00	$600.00
		Fertilizer C (Palms)	3	$25.00	$75.00
		Mulching	2	$3,420.00	$6,840.00
18	Sunrise Tennis Club / Welleby Pool: 9605 W Oakland Park Blvd	Mowing	30	$612.13	$18,363.90
		Fertilizer A (Turf)	2	$235.00	$470.00
		Fertilizer A (Turf W&F)	2	$235.00	$470.00
		Fertilizer B (Shrubs/Plants)	3	$65.00	$195.00
		Fertilizer C (Palms)	3	$300.00	$900.00
		Mulching	2	$2,565.00	$5,130.00
		Palms - Remove Fruits	2	$2,650.00	$5,300.00
19	Old Leisure Service Property 9555 W Oakland Park Blvd Note: This location is across from Sunrise Tennis Club.	Mowing	30	$88.50	$2,655.00
20	Sportsplex 9101 NW 50th Street	Mowing	30	$752.25	$22,567.50
		Fertilizer A (Turf)	2	$405.00	$810.00
		Fertilizer A (Turf W&F)	2	$405.00	$810.00
		Fertilizer B (Shrubs/Plants)	3	$95.00	$285.00

EXHIBIT "2" - PRICING

LOT 2 – LEISURE SERVICES DEPARTMENT: MUNICIPAL BUILDINGS & PARKS

				Landscape Service Professionals, LLC	
Item No.	**Location**	**Description**	**Annual Frequencies**	**Unit Price**	**Extended Total**
		Fertilizer C (Palms)	3	$365.00	$1,095.00
		Mulching	2	$5,700.00	$11,400.00
21	Veterans Park 5400 North Nob Hill Road	Mowing	30	$1,150.50	$34,515.00
		Fertilizer A (Turf)	2	$200.00	$400.00
		Fertilizer A (Turf W&F)	2	$200.00	$400.00
		Fertilizer B (Shrubs/Plants)	3	$750.00	$2,250.00
		Fertilizer C (Palms)	3	$316.00	$948.00
		Mulching	2	$6,840.00	$13,680.00
22	Sunrise Golf Village Park 1277 Sunset Strip	Mowing	30	$59.00	$1,770.00
		Fertilizer A (Turf)	2	$30.00	$60.00
		Fertilizer A (Turf W&F)	2	$30.00	$60.00
		Fertilizer B (Shrubs/Plants)	0	$0.00	$0.00
		Fertilizer C (Palms)	3	$112.00	$336.00
		Mulching	2	$71.25	$142.50
23	Village Beach Club 6767 NW 24 Street	Mowing	30	$236.00	$7,080.00
		Fertilizer A (Turf)	2	$105.00	$210.00
		Fertilizer A (Turf W&F)	2	$105.00	$210.00
		Fertilizer B (Shrubs/Plants)	3	$12.00	$36.00
		Fertilizer C (Palms)	3	$38.50	$115.50
		Mulching	2	$1,140.00	$2,280.00
		Palms - Remove Fruits	1	$1,800.00	$1,800.00
24	Village Square Park 6801 Sunset Strip	Mowing	30	$81.13	$2,433.90
		Fertilizer A (Turf)	2	$18.50	$37.00
		Fertilizer A (Turf W&F)	2	$18.50	$37.00
		Fertilizer B (Shrubs/Plants)	3	$12.00	$36.00
		Fertilizer C (Palms)	3	$38.50	$115.50
		Mulching	2	$285.00	$570.00
25	12th Street Park 12th Street & Nw 58 Terrace	Mowing	30	$147.50	$4,425.00
		Fertilizer A (Turf)	2	$28.00	$56.00
		Fertilizer A (Turf W&F)	2	$28.00	$56.00
		Fertilizer B (Shrubs/Plants)	3	$12.00	$36.00
		Fertilizer C (Palms)	3	$38.50	$115.50
		Mulching	2	$1,425.00	$2,850.00
26	Welleby Park- Dog Park 11100 NW 44 Street Note: This is to service inside the dog park areas only.	Mowing (Bermuda)	42	$678.50	$28,497.00
		Fertilizer A2 (Turf)	2	$485.00	$970.00
		Fertilizer A2 (Turf W&F)	2	$485.00	$970.00
		Fertilizer B (Shrubs/Plants)	3	$20.00	$60.00
		Fertilizer C (Palms)	3	$165.00	$495.00
		Mulching	2	$1,140.00	$2,280.00

TOTAL OFFER FOR LOT (Items 1-26):	**$648,694.45**

General Description: The Mowing line item shall include, but not be limited to, mowing, edging, weed control, hedge trimming and pruning, tree trimming for vegetation up to eight (8) feet in height, planter bed and groundcover maintenance, general site clean-up, and litter removal. Fertilization, chemical applications, mulching, and palm fruit removal shall be compensated under their respective line items in this Fee Schedule. All services shall be performed in accordance with the Scope of Work, including any additional requirements specified therein.

EXHIBIT "2"- PRICING

LOT 3 – LEISURE SERVICES DEPARTMENT: TREE TRIMMING, AS NEEDED

				Landscape Service Professionals, LLC	
Item No.	**Location**	**Description**	**Annual Frequencies**	**Unit Price**	**Extended Total**
1	City Park (6600 Sunset Strip)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
2	Cypress Preserve Park (9020 NW 38th St.)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
3	Flamingo Park (12855 NW 8th St.)	Tree Trimming & Pruning	1	$7,000.00	$7,000.00
4	Hiatus Trailhead Park (between Hiatus Road and NW 29th Manor)	Tree Trimming & Pruning	1	$990.00	$990.00
5	Lakeside Park (3000 Sunrise Lakes Drive West)	Tree Trimming & Pruning	1	$1,800.00	$1,800.00
6	Nob Hill Soccer Club (Park 10200 Sunset Strip)	Tree Trimming & Pruning	1	$7,000.00	$7,000.00
7	Oak Hammock (9220 NW 44th St.)	Tree Trimming & Pruning	1	$7,000.00	$7,000.00
8	Oscar Wind Park (200 North New River Circle)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
9	Welleby Park (11100 NW 44th St.)	Tree Trimming & Pruning	1	$14,000.00	$14,000.00
10	Piper Field (8000 NW 44th St.)	Tree Trimming & Pruning	1	$2,960.00	$2,960.00
11	Roarke Hall & Pool (1720 NW 60th Ave.)	Tree Trimming & Pruning	1	$100.00	$100.00
12	Sawgrass Sanctuary (Park 237 North New River Circle)	Tree Trimming & Pruning	1	$5,000.00	$5,000.00
13	Shotgun Road Linear Park (1201 Shotgun Rd.)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
14	Civic Center - Aquatics Complex	Tree Trimming & Pruning	1	$800.00	$800.00
15	Civic Center - Amphitheater	Under Public Works	N/A	N/A	N/A
16	Sunrise Athletic Complex (11501 NW 44th St.)	Tree Trimming & Pruning	1	$7,000.00	$7,000.00

17	Sunset Strip Passive (Sunset Strip & NW 109th Avenue)	Tree Trimming & Pruning	1	$1,800.00	$1,800.00
18	Sunrise Tennis Club / Welleby Pool (9605 West Oakland Park Blvd.)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
19	Old Leisure Services Property (9555 W Oakland Park Blvd) Note: This location is across from Sunrise Tennis Club.	Tree Trimming & Pruning	1	$2,700.00	$2,700.00
20	Sportsplex (9101 NW 50th St.)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
21	Veterans Park (5400 North Nob Hill Rd.)	Tree Trimming & Pruning	1	$3,500.00	$3,500.00
22	Sunrise Golf Village Park (1277 Sunset Strip)	Under Public Works	1	$800.00	$800.00
23	Village Beach Club (6767 NW 24th St.)	Tree Trimming & Pruning	1	$900.00	$900.00
24	Village Square Park (6601 Sunset Strip)	Tree Trimming & Pruning	1	$300.00	$300.00
25	12th Street Park (12th Street & NW 58 Terrace)	Tree Trimming & Pruning	1	$400.00	$400.00
26	Welleby Park – Inside Dog Areas (11100 NW 44th St.)	Tree Trimming & Pruning	1	$900.00	$900.00
27	Springtree Golf Club (8150 Springtree Dr)	Palms - Remove Fruits	1	$7,000.00	$7,000.00
		Tree Trimming & Pruning	1	$15,000.00	$15,000.00
28	Flamingo Linear Park (between Panther Parkway & Oakland Park Blvd)	Tree Trimming & Pruning	1	$5,000.00	$5,000.00

TOTAL OFFER FOR LOT 3 (Items 1-28):	**$123,950.00**

General Description: The CONTRACTOR offers the following unit prices for providing all labor, supervision, equipment, tools, materials, maintenance of traffic (MOT), disposal, and all other necessary incidentals required to perform palm/tree trimming, pruning, and related tree maintenance services on an as-needed basis at the locations listed above, in accordance with the Scope of Work and the terms of this Agreement. All work shall be performed in accordance with the current editions of ANSI A300 Standards and the International Society of Arboriculture (ISA) Best Management Practices (BMPs). Permit fees, when required, shall be obtained by the CONTRACTOR only upon prior written authorization from the CITY and shall be reimbursed at actual cost unless otherwise specified.

EXHIBIT "2"- PRICING

LOT 4 – LEISURE SERVICES DEPARTMENT: SUPPLEMENTAL WORK, AS NEEDED

				Landscape Service Professionals, LLC	
Item No.	**Description**	**Unit of Measure**	**Estimated Quantity**	**Unit Price**	**Extended Total**
Item No.	**Description - Labor and Material**	**Unit of Measure**	**Estimated Quantity**	**Unit Price**	**Extended Total**
C1	St. Augustine “Palmetto” Sod	Square Foot	5,000.00	$0.59	$2,950.00
C2	Tifway 419 Sod	Square Foot	5,000.00	$1.15	$5,750.00
C3	Celebration Bermuda Sod	Square Foot	5,000.00	$1.35	$6,750.00
C4	Platinum Paspalum	Square Foot	5,000.00	$2.15	$10,750.00
C5	Supreme Paspalum	Square Foot	5,000.00	$2.15	$10,750.00
C6	Bahia Grass	Square Foot	5,000.00	$0.49	$2,450.00
C7	Natural, Undyed Melaleuca Mulch – 2 cu. ft. bag	Each	1,200.00	$5.50	$6,600.00
C8	50/50 Topsoil/Sand Mix	Cubic Yard	50.00	$50.00	$2,500.00
C9	80/20 Sand/Organic Mix	Cubic Yard	50.00	$55.00	$2,750.00
C10	90/10 USGA Sand/Peat Mix	Cubic Yard	50.00	$65.00	$3,250.00
C11	Volleyball Sand	Cubic Yard	50.00	$80.00	$4,000.00
C12	Field Clay for Baseball/Softball Infields & Pitcher’s Mounds	Ton	50.00	$125.00	$6,250.00
C13	Re-build Baseball Pitching Mound	Each	8.00	$850.00	$6,800.00
C14	Fertilization – Bermuda Turf	Square Foot	50,000.00	$0.01	$400.00
C15	Fertilization - St. Augustine Grass	Square Foot	50,000.00	$0.007	$350.00
C16	Fertilization - Bahia Grass	Square Foot	5,000.00	$0.012	$60.00
C17	Silica Sand (100%)	Cubic Yard	1,000.00	$90.00	$90,000.00
C18	Silica Sand (90/10) / Screened Florida Peat	Cubic Yard	1,000.00	$90.00	$90,000.00

C19	Rye Grass Seeding (Bermuda)	Square Foot	10,000.00	$0.08	$800.00
C20	Resodding – Bermuda/Paspalum	Square Foot	10,000.00	$1.50	$15,000.00
C21	Resodding – St. Augustine/Bahia	Square Foot	10,000.00	$0.55	$5,500.00
C22	Additional Chemical Applications (Herbicides, Insecticides, Fungicides)	Square Foot	25,000.00	$0.025	$625.00
Item No.	**Description - Labor, Tools and Equipment**	**Unit of Measure**	**Estimated Quantity**	**Unit Price**	**Extended Total**
D1	Laborer/Groundskeeper	Hourly	1	$35.00	$35.00
D2	Irrigation Helper	Hourly	1	$65.00	$65.00
D3	Irrigation Technician - Certified	Hourly	1	$75.00	$75.00
D4	Large Equipment Operator	Hourly	1	$95.00	$95.00
D5	Supervisor/Foreman	Hourly	1	$65.00	$65.00
D6	Graduate Horticulturist	Hourly	1	$150.00	$150.00
D7	Bobcat w/ operator	Hourly	1	$95.00	$95.00
D8	Front end loader w/ operator	Hourly	1	$95.00	$95.00
D9	18 yard dump truck w/ driver	Hourly	1	$1,000.00	$1,000.00
D10	75 ton crane w/ operator	Hourly	1	$1,000.00	$1,000.00
D11	Work boat w/ operator	Hourly	1	$150.00	$150.00
D12	Climber/trimmer	Hourly	1	$90.00	$90.00
D13	Chipper truck w/ operator	Hourly	1	$110.00	$110.00
D14	Bucket truck w/ operator	Hourly	1	$150.00	$150.00
D15	Water Truck w/ operator	Hourly	1	$95.00	$95.00
D16	Spray Technician	Hourly	1	$95.00	$95.00
D17	Laser Grading of Athletic Field	Hourly	1	$145.00	$145.00
D18	Vertical Cutting	Hourly	1	$245.00	$245.00
D19	Soil Test (Bermuda)	Each	1	$150.00	$150.00
D20	Soil Test (St. Augustine)	Each	1	$150.00	$150.00

D21	Groom & infill Standard Football/Soccer Artificial Turf	Per Field	1	$350.00	$350.00
D22	Aerator w/ operator	Acre	1	$350.00	$350.00
D23	Fraze Mower w/ operator	Acre	1	$380.00	$380.00
D24	Top Dressing (1/4”)	Acre	1	$1,800.00	$1,800.00
D25	Removal of Coconuts from Coconut Palms (Per Palm)	Each Palm	1	$85.00	$85.00
D26	Slicing w/ operator	Acre	1	$375.00	$375.00
D27	Twin 36" roller	Acre	1	$525.00	$525.00
D28	5 Ton roller	Acre	1	$875.00	$875.00
Item No.	**Description - Removal of Trees**	**Size (Overall)**	**Estimated Quantity**	**Unit Price**	**Extended Total**
E1	Removal of Trees	0’ – 8’	1	$250.00	$250.00
E2	Removal of Trees	>8’ – 12’	1	$700.00	$700.00
E3	Removal of Trees	>12’ – 18’	1	$1,000.00	$1,000.00
E4	Removal of Trees	>18’ – 24’	1	$1,500.00	$1,500.00
E5	Removal of Trees	>24’ – 30’	1	$1,800.00	$1,800.00
E6	Removal of Trees	>30 – 36’	1	$2,300.00	$2,300.00
E7	Removal of Palms	Under 15’	1	$450.00	$450.00
E8	Removal of Palms	>15’ – 30’	1	$750.00	$750.00
E9	Removal of Palms	Over 30’	1	$900.00	$900.00
Item No.	**Description - Stump Removal**	**Size - Diameter at Breast Height (DBH)**	**Estimated Quantity**	**Unit Price**	**Extended Total**
E10	Stump Removal	<18”	1	$300.00	$300.00
E11	Stump Removal	>18" – 24"	1	$500.00	$500.00
E12	Stump Removal	>24" – 30"	1	$600.00	$600.00
E13	Stump Removal	>30" – 36"	1	$700.00	$700.00
E13	Stump Removal	Over 36"	1	$800.00	$800.00
Item No.	**Description - Tree Relocation**	**Size (Overall)**	**Estimated Quantity**	**Unit Price**	**Extended Total**
E14	Tree Relocation	0’ – 8’	1	$175.00	$175.00
E15	Tree Relocation	>8’ – 12’	1	$325.00	$325.00
E16	Tree Relocation	>12’ – 18’	1	$500.00	$500.00

E17	Tree Relocation	>18’ – 24’	1	$725.00	$725.00

$297,355.00

TOTAL OFFER FOR LOT 4 (Items C1-E17):	**$297,355.00**

General Description: The CONTRACTOR offers the following unit prices for providing all labor, supervision, equipment, tools, materials, maintenance of traffic (MOT), disposal, and all other necessary incidentals required to perform the supplemental work described above on an as-needed basis, in accordance with the Scope of Work and the terms of this Agreement. Permit fees, when required, shall be obtained by the CONTRACTOR only upon prior written authorization from the CITY and shall be reimbursed at actual cost unless otherwise specified.

EXHIBIT "2" - PRICING

ESTIMATED GRAND TOTAL (LOTS 1-4)

Landscape Service Professionals, LLC	
LOT 1 - Flamingo Road Linear Park	$41,815.00
LOT 2 - Municipal Buildings and Parks	$648,694.45
LOT 3 - Tree Trimming, as needed	$123,950.00
LOT 4 - Supplemental work, as needed	$297,355.00
GRAND TOTAL	$1,111,814.45

EXHIBIT "3"
AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT "4"
AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____
Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

RFP 26-02-02-MS - Parks Landscape Maintenance

Evaluation and Ranking

		VENDOR	Landscape Service Professionals LLC			SFM Landscape Services, LLC			Blue Marlin Investments, Inc. DBA Cayco			Brightview Landscape Services, Inc.		
Criteria No.	**Possible Points**	**Description**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**
1	25	Qualification and Prior Experience Qualification, Key Personnel, demonstrated experience as it relates to this RFP. Firm's Capacity to effectively deliver service/ Strategic Approach/Delivery. Respondent's references for current or completed work of similar size, scope and complexity.	25	25	23	25	24	20	25	25	20	25	25	20
2	25	Method proposed and Implementation Plan Firm's Technical Response to RFP's Scope of Service. Respondent's detailed proposal as specified in Section 1 and Section 2. Proposal shall delineate how the work will be done, incorporating sustainability practices, and will include a proposed schedule for the work.	22	25	20	23	24	20	23	23	20	20	20	20
3	15	Management Respondent's company history, required permits, licenses and credentials, bank and trade references. Include Management team's resumes, mission statement.	15	14	15	15	13	15	15	14	12	15	13	10
4	15	Equipment and Employees Respondent's proposed staffing and inventory of equipment. This includes the number of personnel to be assigned to this contract, qualifications such as applicable certifications and license(s), and the list of equipment owned by Respondent.	15	15	15	15	15	15	15	15	15	15	15	15
5	20	Cost Proposal Pricing/Fee Proposed. Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D.	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
		Total Points - without pricing points	**77**	**79**	**73**	**78**	**76**	**70**	**78**	**77**	**67**	**75**	**73**	**65**
		Average Points - without pricing points		76.33			74.67			74.00			71.00	
		Pricing Points		14.93			14.26			14.69			16.86	
Total Possible Points	100	**TOTAL POINTS**	*	**91.27**			**88.93**			**88.69**			**87.86**	
		Proposed Price		$1,425,666.00			$1,492,843.10			$1,449,349.43			$1,262,915.93	
		Ranking position		**1**			**2**			**3**			**4**	
		Negotiated Price		$1,111,814.45										

* Highest ranked firm recommended for Award

RANKING

1 - Landscape Service Professionals LLC
2- SFM Landscape Services, LLC
3 - Blue Marlin Investments dba Cayco
4 - Brightview Landscape Services
5 - Turfscape Enterprises
6- Mainguy Environmental
7- Arboria Landscape & Tree Care LLC

Turfscape Enterprises LLC			Mainguy Environmental Care, Inc. DBA Mainguy Landscape Services			Arboria Landscape & Tree Care LLC		
Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3
18	20	15	20	21	15	12	17	10
15	8	15	5	5	5	5	5	5
12	9	10	12	10	8	10	9	5
10	7	10	10	10	10	8	7	8
PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
55	**44**	**50**	**47**	**46**	**38**	**35**	**38**	**28**
49.67			43.67			33.67		
19.70			20.00			17.22		
69.37			** **63.67**			**50.89**		
$1,080,618.00			$1,064,587.00			$1,236,463.40		
5			**6**			**7**		

** Lowest Price Proposed



Detail by Entity Name

Foreign Limited Liability Company
LANDSCAPE SERVICE PROFESSIONALS LLC

Filing Information

Document Number	M22000018104
FEI/EIN Number	92-1304607
Date Filed	12/06/2022
State	DE
Status	ACTIVE

Principal Address

11820 NW 37TH ST
CORAL SPRINGS, FL 33065

Changed: 04/07/2025

Mailing Address

12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Registered Agent Name & Address

Kurtiyakova, Tatiana
12276 SAN JOSE BLVD
STE 747
JACKSONVILLE, FL 32223-8675

Name Changed: 08/30/2023

Address Changed: 08/30/2023

Authorized Person(s) Detail

Name & Address

Title Manager

FLORIDA ULS OPERATING LLC
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title VP of Business Operations

Enright, Thomas
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title Treasurer

Lamb, Jason
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title Authorized Representative

Kurtiyakova, Tatiana
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title CEO

Leach, David Raymond, Jr.
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Annual Reports

Report Year	Filed Date
2024	02/06/2024
2025	02/13/2025
2026	01/29/2026

01/29/2026 -- ANNUAL REPORT	View image in PDF format
02/13/2025 -- ANNUAL REPORT	View image in PDF format
05/09/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format
11/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/30/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
12/06/2022 -- Foreign Limited	View image in PDF format

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Kevin Pickard, Director of Leisure Services
Leisure Services Department

ITEM #: 4.M. **C #:** 26272

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a Professional Services Agreement between the City of Sunrise, Florida, and the National Scholastic Chess Foundation, Inc. for professional chess services at various City facilities; and providing an effective date.

BACKGROUND INFORMATION:
The City of Sunrise has partnered with the National Scholastic Chess Foundation, Inc. (NSCF) for more than a decade to provide chess programming and educational opportunities to the Sunrise community. The partnership began in 2014 and has grown into a successful year-round program offering chess instruction, open play, scholastic tournaments, and programming at community special events for residents of all ages and skill levels. In 2017, the Sunrise Center for Excellence in Chess was formed, further demonstrating the City's commitment to chess as a recreational, educational, and community-building activity.

Over the years, NSCF has become an integral partner in the City's chess programming, providing professional instruction and tournament expertise while expanding opportunities for youth, families, adults, and seniors to participate in the game. The organization has also supported chess programming at community special events and has assisted with the planning and execution of tournaments throughout the year. The continued participation and success of these programs demonstrate the community's interest in and support for chess programming.

The proposed Professional Services Agreement will formalize the City's ongoing relationship with NSCF for chess programming throughout the year. Services will include professional instruction at the City's weekly "open play" program and at various community special events, and the planning, coordination, and execution of chess tournaments and other chess-related activities throughout the year.

Staff is requesting approval of a Professional Services Agreement between the City of Sunrise and National Scholastic Chess Foundation, Inc. (NSCF) for professional chess services. Since this purchase is for independent contractor services for Leisure Services programs, the formal bidding procedures are exempt pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida.

FUNDING INFORMATION:

001.36.44.572.503420 - Misc. Contract Services

$35,000.00 - Estimated Annual Expenditures

Not to exceed budgeted funds for FY 2026/2027
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C26272
Agreement
Sunbiz - National Scholastic Chess Foundation, Inc.

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROFESSIONAL SERVICES AGREEMENT" BETWEEN THE CITY OF SUNRISE, FLORIDA AND NATIONAL SCHOLASTIC CHESS FOUNDATION, INC. FOR PROFESSIONAL CHESS SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise has partnered with the National Scholastic Chess Foundation, Inc. (NSCF) for more than a decade to provide chess programming and educational opportunities to the Sunrise community; and

WHEREAS, over the years, NSCF has become an integral partner in the City's chess programming, providing professional instruction and tournament expertise while expanding opportunities for youth, families, adults, and seniors to participate in the game; and

WHEREAS, continued participation in these programs demonstrates the community's interest in and support for chess programming.

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

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. A "Professional Services Agreement between the City of Sunrise, Florida and National Scholastic Chess Foundation, Inc." for Professional Chess Services is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. Pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise, Florida, purchases of independent contractor services for Leisure Services programs are exempt from the City's formal bidding procedures.

Section 4. The Procurement Manager and Director of Leisure Services are hereby authorized to execute the Agreement.

Section 5. The Procurement Manager and Director of Leisure Services are hereby authorized to extend the Agreement, in accordance with the terms of the approved Agreement.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026 by and between:

CITY OF SUNRISE, FLORIDA

(CITY)

AND

National Scholastic Chess Foundation, Inc.

("CONTRACTOR")

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and CONTRACTOR do mutually covenant and agree as follows:

1. SCOPE OF SERVICES

1.1 CONTRACTOR shall furnish the following services

1.1.1 CONTRACTOR shall provide professional chess services at various City of Sunrise facilities during the term of this Agreement.

1.1.1.1 CONTRACTOR shall provide adult instructors, employees, coaches, volunteers, and program staff, (collectively "CONTRACTOR personnel") who shall conduct themselves at all times and in all matters in a courteous, competent and professional manner. CONTRACTOR shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this Agreement. CONTRACTOR represents that the principal owners, corporate officers and Contractor personnel do not have any criminal charges, and CITY reserves the right to approve or reject, for any reason, CONTRACTOR's personnel assigned to perform services under this Agreement at any time. In addition, the CITY shall require state and national criminal record checks on all CONTRACTOR personnel providing services under this Agreement before such individual performs services under this Agreement. Proof of criminal history checks must be provided to the CITY once per year.

1.1.2 CONTRACTOR shall coordinate and conduct programs as follows:

CITY Chess Programs

- CONTRACTOR shall:
  - Provide professional chess instruction at:
    - City of Sunrise Weekly "Open Play" Chess Program
    - Various City of Sunrise community events. Events will be mutually agreed upon by CONTRACTOR and CITY.
  - Provide planning, coordination, and full execution of up to four (4) chess tournaments throughout the year.
  - Assist with the execution of the CITY's annual Mayor's Chess Challenge event, in addition to providing on-site professional instruction during the event.
  - Facilitate access to online chess platforms which provide education and training, including online tournaments.

- Days, times, and locations may be changed by the Director of Leisure Services or designee at any time for convenience and programming purposes.

- All instruction at CITY Chess Programs shall be free for program participants.

- Performance Measures and Deliverables
  - Classes Delivered
    - 100% of scheduled classes are delivered unless cancelled by City.
  - Instructor Attendance
    - Instructor arrives on time and remains for the full scheduled instructional period
  - Student Engagement
    - Makes reasonable efforts to engage participating students and adapt instruction to varying skill levels
  - Materials
    - Provides/uses appropriate chess boards, pieces, clocks, instructional materials, or other agreed-upon equipment
  - Conduct
    - Maintains a professional, respectful, and inclusive instructional environment
  - Communication
    - Responds to City staff and reports issues affecting programs/tournaments within 48 hours.
  - Reporting
    - Submits monthly invoices accurately and on time
  - Tournament Participation
    - Minimum of 60 registered participants per tournament
  - Tournament Frequency
    - Minimum of 3, and maximum of 4, tournaments per year

- Staffing Levels
    - CONTRACTOR and CITY shall mutually agree on an appropriate level of staffing based on historical program participation and registration, where applicable, to ensure a high quality of available instruction.
- City of Sunrise Schools
    - CONTRACTOR shall make a reasonable effort to engage the administration at City of Sunrise schools to provide up-to-date and accurate information on all programs and tournaments, in a format that can be easily passed on to students and families.

- Performance Deficiencies
    - If the CONTRACTOR fails to meet a performance measure established in this Agreement, the CITY may provide written notice identifying the deficiency and require the Contractor to submit a corrective action plan within ten (10) business days. The CONTRACTOR shall correct the deficiency within the timeframe established by the CITY. Repeated or material failure to meet performance standards may result in a reduction in compensation for undelivered services, requirement to provide make-up services at no additional cost to the CITY, or termination of the Agreement in accordance with Section 10.

CONTRACTOR Chess Programs

- CONTRACTOR shall be allowed to host additional programs and/or tournaments at City of Sunrise facilities.

- Additional program/tournament proposals must be submitted in writing at least four (4) weeks in advance. Proposals must include the recommendation of appropriate fees, subject to approval by the Director of Leisure Services or designee. Days, times, and locations must be approved, and may be changed by the Director of Leisure Services or designee at any time for convenience and programming purposes.

- CONTRACTOR will be responsible for the CITY's personnel costs outside of the CITY's pre-existing staff schedule and/or regularly scheduled facility operating hours. CONTRACTOR will compensate CITY at employees' actual hourly rate plus benefits.

1.2 CONTRACTOR shall provide necessary supervisory personnel to ensure that the participants of the program obey all facility rules and regulations.

1.3 Unless otherwise specified, CONTRACTOR shall not subcontract or otherwise engage subcontractors to perform the required services without prior written consent of CITY.

1.4 The Director of Leisure Services ("DIRECTOR") may require that the CONTRACTOR not be permitted to utilize instructors who have failed to follow the aforementioned rules and regulations or who fail to perform to the professional standards expected under the terms of the Agreement.

2. TERM OF AGREEMENT

2.1 This Agreement shall be effective October 1, 2026 and shall continue in effect for two full years, unless otherwise terminated earlier as provided in Section 10. This Agreement may be extended by written mutual Agreement of the parties for a term not to exceed two years.

2.2 Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement, including, but not limited to Section 7, Indemnification, shall survive the termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

2.3 The City of Sunrise is a bona fide governmental entity of the State of Florida with the CITY'S fiscal year ending on September 30 of each calendar year. If the CITY does not appropriate sufficient funds to purchase or continue the services required under this Agreement for any of the CITY'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of CITY'S obligation under this Agreement were last appropriated by CITY and CITY shall not, in the sole event be obligated to make any further purchase or payments beyond said fiscal year.

3. COMPENSATION

3.1 CITY Chess Programs

- CONTRACTOR'S total compensation for services shall be contingent upon the City's approved annual budget and allocation of funds. Any work done or services performed by CONTRACTOR after said maximum amount of fees have been incurred shall be at CONTRACTOR'S risk, and CITY shall not be responsible for payment to CONTRACTOR of any fees in excess of the amount allocated in the approved annual budget.

Program	**Rate**	**Est. Annual Quantity**	**Est. Annual Total**
Open Play	$250	51	$12,750
Special Events	$350	15	$5,250
Mayor's Chess Tourn.	$750	1	$750
Chess Tournament	$3,250	4	$13,000
		Est. Total:	$31,750

- Payment shall be made by the CITY within forty-five (45) calendar days after receipt of and approval of the invoice by the DIRECTOR or designee, per the Florida Prompt Payment Act, Florida Statutes Section 218.70.

3.2 CONTRACTOR Chess Programs

- CONTRACTOR'S total compensation for additional programs/tournaments shall be 75% (seventy-five percent) of registration fees. The CONTRACTOR shall be responsible for the collection of all registration fees. The CONTRACTOR shall compensate CITY 25% (twenty-five percent), based upon total registration collected by CONTRACTOR.

- CONTRACTOR will utilize their own software to register participants for the program/tournament as the registration process is completely on-line and automated.
- CONTRACTOR shall provide CITY with a software generated roster to include the following information: name, address, date of birth, parent/guardian name, telephone number, e-mail address, and fees collected from each participant.

- Payment shall be made to the CITY within fifteen (15) calendar days following the completion of the program/tournament.

- Additional fees as required shall be made payable directly to CONTRACTOR (Ex: U.S Chess Membership requirement for rated tournament participation).

4. RELATIONSHIP OF THE PARTIES

4.1 Independent Contractor: CONTRACTOR, its CONTRACTOR personnel, employees, subcontractors, and agents shall be and remain independent contractors and shall not be deemed agents or employees of CITY with respect to the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.

4.2 No Benefits: CONTRACTOR, its employees, adult volunteers, CONTRACTOR personnel, subcontractors, and agents shall not receive or be entitled to any benefits afforded to CITY employees.

4.3 Taxes and Other Employment Levies: CITY shall not be responsible for reporting or paying to CONTRACTOR employment taxes or other similar levies which may be required by federal or state law.

4.4 Control of Work: CONTRACTOR shall control the manner, means and procedures used in providing the services set out in this Agreement.

4.5 Duty to Use Reasonable Care for Accident Prevention: CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property at the premises provided under this Agreement.

4.6 Third Party Beneficiaries: Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

5. TAXES

5.1 CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law.

6. LICENSE FEES AND ROYALTIES

6.1 CONTRACTOR shall pay all license fees and royalties and assume all costs arising out of or from the use of any invention, design, process, product or device which is the subject of patents rights of copyrights held by others and used in the performance of the work which is the subject of this Agreement, except those items specifically provided by the CITY.

7. INDEMNIFICATION

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

8. INSURANCE

8.1 CONTRACTOR agrees to maintain, on a primary, noncontributory basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR. Any coverage maintained by the CITY shall apply excess of, or contingent upon the absence of, insurance required or maintained by CONTRACTOR.

8.2 Commercial General Liability: CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

8.3 Additional Insured: The CONTRACTOR agrees to endorse the CITY as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04, or CG 20 26 04 13 Additional Insured – Designated Person or Organization endorsement. The Additional Insured shall read "City of Sunrise."

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

8.5 Certificate(s) of Insurance: CONTRACTOR agrees to provide CITY a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** days' endeavor to notify due to cancellation or non-renewal of coverage. In the event the required coverage herein is cancelled, non-renewed or terminated for non-payment, the CONTRACTOR agrees to notify the CITY via email within five (5) business days of the CONTRACTOR receiving said notice. The Certificate Holder address shall read:

Original to:	Copy to:
City of Sunrise Attn: Leisure Service Leisure Services Department 10610 W. Oakland Park Blvd Sunrise, FL 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd Sunrise, FL 33351 riskmanagement@sunrisefl.gov

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

9. WARRANTIES

9.1 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 the Agreement.

9.2 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 the Agreement.

10. TERMINATION

10.1 Termination for Convenience: This Agreement may be terminated by the CITY without cause upon thirty (30) days' written notice to the CONTRACTOR. In the event of such a termination without cause, the CONTRACTOR shall be compensated for all services completed and accepted by the CITY'S Representative as authorized herein. In such event, the CONTRACTOR shall promptly submit to the CITY its invoice for final payment under the terms of this Agreement.

10.2 Termination for Cause: This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

11. PUBLIC RECORDS

11.1 The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the CITY to perform the services provided hereunder; (b) upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY; and (d) upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public

records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY. If the CONTRACTOR fails to comply with the requirements in this Section 11, the CITY may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

12. SAFETY

12.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and their amendments.

12.2 The CONTRACTOR shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(a) All CITY employees and CONTRACTOR personnel on the work site, and all other persons who may be affected thereby.

(b) The work and all materials and equipment.

12.3 Other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, structures, and utilities not designated for removal, relocation or replacement in the course of the work.

13. CLEANING UP

13.1 CONTRACTOR shall be provided with activity space while utilizing CITY premises. CONTRACTOR shall keep the premises free from accumulation of waste material or rubbish caused by the provision of the services set out in Section 1.1. At the completion of each class, CONTRACTOR shall remove all waste materials and rubbish from or about the premises as well as all equipment, and materials and return the space to a condition suitable for use by CITY.

14. ADVERTISEMENTS

14.1 Requests for signs or advertisements of any kind shall be directed to the DIRECTOR, who will work with the Director of the CITY'S Community Development Department in obtaining any necessary approvals for such signs or advertisements. Posters and/or flyers advertising any programs shall be approved in advance, in writing by the DIRECTOR or his duly authorized representative.

15. CITY'S RIGHTS TO USE OF INSTRUCTION AREAS

15.1 The CITY, through its DIRECTOR, or their duly authorized designee, reserves the right to use the instruction areas for special group activities, or other necessary activities or functions, upon the giving of reasonable notice to CONTRACTOR.

16. ASSIGNMENT

16.1 CITY recognizes that the services of the CONTRACTOR are personal in nature and therefore, the 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.

17. PUBLIC ENTITY CRIMES

17.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, CONTRACTOR represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

18. DISCRIMINATORY VENDOR LIST

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

19. SCRUTINIZED COMPANY

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

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

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

20. NON-EXCLUSIVITY

20.1 This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONTRACTOR from other sources during the term of this Agreement.

21. NON-DISCRIMINATION

21.1 No person, on the grounds of race, color, national origin, religion, age, sex, gender identity, sexual orientation, disability/handicap, or family or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

22. E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

22.3 CITY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

22.4 If CITY terminates this Agreement pursuant to Subsection 22.3 above, CONTRACTOR shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, CONTRACTOR shall also be liable for any additional costs incurred by CITY as a result of the termination.

23. FOREIGN GIFTS AND CONTRACTS

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

24. PROHIBITED TELECOMMUNICATIONS EQUIPMENT

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

25. ANTITRUST VIOLATIONS

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

26. HUMAN TRAFFICKING

26.1 Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit (Exhibit “A” Affidavit of Compliance with Human Trafficking Laws), CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

27. ENTITIES OF FOREIGN CONCERN

27.1 The provisions of this section apply only if CONTRACTOR or any Subcontractor will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) CONTRACTOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, CONTRACTOR and any Subcontractor that will have access to personal identifying information shall submit to the CITY under Section 33, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the CITY attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. GOVERNING LAW; VENUE

28.1 This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this agreement, except as stated in Section 7, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be courts having jurisdiction over Broward County, Florida. Both Parties hereby waive a jury trial and will proceed to a trial by judge, if necessary.

29. ENTIRE AGREEMENT

29.1 This Agreement contains the entire understanding of the parties relating to the subject matter 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 its terms 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.

30. CUMULATIVE REMEDIES

30.1 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 in the future existing at law or in equity.

31. SEVERABILITY

31.1 Should any part, or term of 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.

32. SECTION HEADINGS

32.1 All section headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limited or expanding the terms set out in this Agreement.

33. NOTICES

33.1 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon hand delivery, mailing by overnight mail or by certified mail, return receipt requested, to the following persons and addresses:

CITY:
DIRECTOR
Leisure Services Department
City of Sunrise
10610 West Oakland Park Blvd.
Sunrise, Florida 33351

CONTRACTOR:
National Scholastic Chess Foundation
Ian Harris; Executive Director
333 Mamaroneck Avenue; #480
White Plains, NY 10305

With a copy to:
CITY ATTORNEY
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the CITY, signing by and through its duly authorized representative on the _____day of _____, 2026.

CITY

BY: _____
Victoria Hernandez
Procurement Manager

_____ Day of _____, 2026

BY: _____
Kevin Pickard
Director of Leisure Services

_____ Day of _____, 2026

WITNESS:

_____

CONTRACTOR:

_____
Signature

_____
Print Name Date

EXHIBIT "A"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____ Signature: _____

Entity: _____ Print Name: _____

Title: _____

STATE OF _____, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

EXHIBIT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____ Signature:_____

Entity: _____ Print Name:_____

Title: _____

STATE OF _____, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, as _____ of _____.

(SEAL) _____
Signature of Notary Public – State of Florida

_____
Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Foreign Not For Profit Corporation
NATIONAL SCHOLASTIC CHESS FOUNDATION, INC.

Filing Information

Document Number	F16000004803
FEI/EIN Number	06-1301676
Date Filed	10/24/2016
State	CT
Status	ACTIVE

Principal Address

333 Mamaroneck Ave.
#480
WHITE PLAINS, NY 10605

Changed: 04/13/2026

Mailing Address

333 MAMARONECK AVE.
#480
WHITE PLAINS, NY 10601

Changed: 03/31/2025

Registered Agent Name & Address

MCLELLAN, ROBERT
12717 W. SUNRISE BLVD., #140
SUNRISE, FL 33313

Officer/Director Detail

Name & Address

Title Director

WEERAMANTRY, SUNIL
15 STEWART PLACE
APT 5C
WHITE PLAINS, NY 10603

Title Director

TREPP, RICHARD
7 SHERMAN AVE
WHITE PLAINS, NY 10605

Title Director

HACK, JAY
52 SAMMIS LANE
WHITE PLAINS, NY 10605

Title Secretary

KORN, BETSY
1904 BAY DRIVE
POMPANO BEACH, FL 33062

Title Director

HARDING, ELISABETH
19 HOMESDALE RD
BRONXVILLE, NY 10708

Title Director

Johnson, Robert A.
51 W. 105th STREET
NEW YORK, NY 10025

Title Director

Kupersmith, David
27 PERRYRIDGE ROAD
GREENWICH, CT 06830

Title Treasurer

NASTA, VIVEK
285 WEST 110th, APT 4G
NEW YORK, NY 10026

Title President

GLEASON, ZLATA
5 HAMILTON AVENUE
BRONXVILLE, NY 10708

Title Director

Berner, Daniel
2 Meadows Edge
Redding, CT 06896

Title Director

Zhou, Zhe
54 Morris Ln
Scarsdale, NY 10583

Annual Reports

Report Year	Filed Date
2024	02/09/2024
2025	03/31/2025
2026	04/13/2026

04/13/2026 -- ANNUAL REPORT	View image in PDF format
03/31/2025 -- ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
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04/19/2017 -- ANNUAL REPORT	View image in PDF format
10/24/2016 -- Foreign Non-Profit	View image in PDF format

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No Events **No Name History**

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Rodrigo de Castro, Director of Utilities
Utilities Department

ITEM #: 4.N. **C #:** 26273

ITEM TITLE:
A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding"; and providing an effective date.

BACKGROUND INFORMATION:
The City of Sunrise has made significant progress towards promoting water supply resiliency by expanding opportunities in alternative sources. The Utilities Department completed the construction of a 2 million gallon per day (MGD) reuse facility at the Sawgrass Wastewater Treatment Plant in 2019. As part of the City's adopted Five-Year Capital Improvement Plan, the Landscaping & Irrigation Improvements at the Sawgrass and Springtree Treatment Plants were prepared. The project includes converting all current potable water irrigation systems to reclaimed water and constructing a new re-use irrigation system for the Sawgrass Utility Complex facility sourced from reuse produced by the Sawgrass Reclaimed Water Treatment Plant.

On May 28, 2024, the City Commission approved an Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding (IWRP) to provide $120,000.00 towards partially funding the project.

On May 26, 2026 the City Commission awarded the Sawgrass Utility Complex and Administration Building Irrigation Reuse Project to MBR Construction, which is currently under construction. The interlocal agreement with the County is set to expire on November 5, 2026, and needs to be extended to align with the construction schedule, which is anticipated to be completed in early 2027.

This agenda item requests approval to extend the term of the Interlocal Agreement with Broward County through May 5, 2027, to accommodate the construction schedule and ensure

the successful completion of the project.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26273
First Amendment to Interlocal Agreement
Executed Interlocal Agreement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 28, 2024, via Resolution No. 24-59, the Sunrise City Commission approved an Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding (Interlocal Agreement); and

WHEREAS, an amendment to the Interlocal Agreement is necessary to extend the term through May 5, 2027, to accommodate the construction schedule and ensure the successful completion of the project, and to add and revise standard contract provisions.

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

Section 1. A "First Amendment to Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding" (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The City Manager is hereby authorized to execute the First Amendment.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Sunrise, a municipal corporation existing under the laws of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement between Broward County and City of Sunrise for Broward Countywide Integrated Water Resource Plan Funding, dated August 5, 2024 (the "Agreement"), to provide County cost-share funding for the City's Sawgrass Utility Complex & Administration Irrigation (Reclaimed Water) Project ("Project").

B. The Agreement was scheduled to expire on August 5, 2026, and, pursuant to Section 4.3 of the Agreement, the Parties agreed to extend the term of the Agreement for three (3) months, through November 5, 2026.

C. City has informed County that it requires an additional six (6) months to complete the Project and has requested that the term of the Agreement be extended through May 5, 2027 ("Final Extension Term").

D. The Parties agree that City shall not be paid additional compensation for the Final Extension Term and shall continue to provide the Services during the Final Extension Term upon the same terms and conditions set forth in the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Article 4 of the Agreement is amended as follows:

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall ~~end twenty-four (24) months after the Effective Date~~ **continue**

through May 5, 2027 ("Term"). ~~The Term shall include any Extension Term, as set forth in Sections 4.3 and 4.4.~~

4.2 Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed ~~no later than twenty four (24) months after the Effective Date~~ **on or before May 5, 2027**. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

~~4.3 Extensions. In the event County elects to extend the term of this Agreement beyond the Term, City agrees it shall continue to provide Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Term ("Extension Term"). This option, if elected by County, shall be exercised by County's Purchasing Director by written notice stating the duration of the extended period, which notice shall be provided to City at least thirty (30) days prior to the end of the Term.~~

~~4.4. Extension Term. For any Extension Term, City shall not be paid additional compensation, unless otherwise expressly stated in Exhibit B. City shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.~~

~~4.5~~ **4.3** Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4. Section 6.6 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

> 6.6. Discriminatory Vendor; Scrutinized Company; Terrorist Organization; Countries of Concern. City represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes, and that it is not a terrorist organization or a member of a terrorist organization, as defined in Section 943.03102, Florida Statutes. City represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. City represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

5. Section 10.1 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

> 10.1. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

6. New Sections 11.28 and 11.29 are added to the Agreement as follows (bold/underlining omitted):

11.28. Iron and Steel Products. If this Agreement is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

11.29. Section 125.595 Compliance. City represents and warrants that the Services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. City is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. City certifies that City does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(1)(b), Florida Statutes. This section does not prohibit City from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

7. Exhibit B of the Agreement is amended as follows:

Exhibit B
Payment Schedule

The Project will be funded through cost share support by Broward County and the City of Sunrise in the amounts shown below. The Project will be completed ~~in twenty-four (24) months~~ **on or before May 5, 2027**.

. . .

8. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of City, City attests under penalty of perjury that City does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true.

9. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, 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 hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County relating to the Agreement including as amended herein.

12. This Amendment is effective upon complete execution by the Parties.

13. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__; and City of Sunrise, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Annika Ashton
Broward County Attorney

By_____
Alexis Marrero Koratich (Date)
Assistant County Attorney

By_____
Maite Azcoitia (Date)
Deputy County Attorney

AIK/gmb
First Amendment to City of Sunrise IWRP ILA
8/27/2026
#[imanage number]

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING

CITY OF SUNRISE

City of Sunrise

Attest:

By_____
City Manager

_____
City Clerk

____day of _____, 20___

APPROVED AS TO FORM:

By_____
City Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING

This Interlocal Agreement ("Agreement") is entered into between Broward County ("County"), a political subdivision of the State of Florida, and the City of Sunrise, a municipal corporation existing under the laws of the State of Florida ("City") (each a "Party," collectively, the "Parties").

Recitals

A. The Broward Countywide Integrated Water Resource Plan ("IWRP") was developed in partnership with municipal leaders, water managers, utility directors, and other stakeholder groups representing a broad cross-section of County's water resource and water supply interests.

B. The goals of the IWRP are to optimize the beneficial uses of local water resources through more efficient management of the County's secondary canal system; to provide a strategy for effective participation in water management on a regional level; to diversify water supplies as a drought management strategy; and to meet long-term urban water needs.

C. County's IWRP grants have been offered to drainage districts, water control districts, utilities, and municipal partners since 2006 as cost-share funding to support the implementation of the IWRP.

D. In 2023, partners were offered an opportunity to pursue County funding to finance feasibility analyses and preliminary design of projects, or reclaimed water construction projects that serve the goals of the IWRP.

E. City's application for the Sawgrass Utility Complex & Administration Irrigation (Reclaimed Water) Project to be conducted by City ("Project") was received and reviewed by the Technical Advisory Committee to the Water Advisory Board, later endorsed by the Water Advisory Board, and approved by the Broward County Board of County Commissioners for funding.

F. The Parties are desirous of entering into this Agreement to delineate their areas of responsibility with respect to the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Contract Administrator** means the Director of the Resilient Environment Department, its successors or assigns, or such other person designated by the Director in writing.

1.3 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.4 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.5 **Services** means all work required by City under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A ("Scope of Services") procured under this Agreement.

1.6 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include subconsultants.

ARTICLE 2. EXHIBITS

2.1 The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Scope of Services
Exhibit B Payment Schedule

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope of Services. City shall perform all work identified in this Agreement, including, without limitation, the work specified in Exhibit A ("Scope of Services"). Scope of Services is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable. City shall meet all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

3.2 Modifications to Scope of Services. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement, except as expressly set forth in this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end twenty-four (24) months after the Effective Date ("Term"). The Term shall include any Extension Term, as set forth in Sections 4.3 and 4.4.

4.2 Time of the Essence. Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than twenty-four (24) months after the Effective Date. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

4.3 Extensions. In the event County elects to extend the term of this Agreement beyond the Term, City agrees it shall continue to provide Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Term ("Extension Term"). This option, if elected by County, shall be exercised by County's Purchasing Director by written notice stating the duration of the extended period, which notice shall be provided to City at least thirty (30) days prior to the end of the Term.

4.4. Extension Term. For any Extension Term, City shall not be paid additional compensation, unless otherwise expressly stated in Exhibit B. City shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

ARTICLE 5. COMPENSATION

5.1 Maximum Amounts. For all Services provided under this Agreement, County will pay City up to, and not to exceed, One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00). Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by City as full compensation for all such Services. City acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate City for work under this Agreement. These maximum amounts, however, do not constitute any limitation of any sort upon City's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, City shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment.

5.2.1. City may submit invoices for compensation after Services have been completed. An original invoice plus one (1) copy are due within sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. Any invoice submitted by City shall not exceed the amount set forth in Section 5.1 for applicable Services.

5.2.3. County shall pay City within thirty (30) days after receipt of City's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement.

5.2.4. Payment shall be made to City at the address designated in the Notices section.

5.3 Subcontractors. County's cost share funding does not obligate County to pay any amount to any City Subcontractor, if any exist, and City agrees that no Subcontractor costs or invoices shall be paid or invoiced to County, directly or indirectly, on the basis on this Agreement.

5.4 Withholding Payment. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

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

6.2 Solicitation Representations. City represents and warrants that all statements and representations made in City's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date City executes this Agreement, unless otherwise expressly disclosed in writing by City.

6.3 Contingency Fee. City represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for City, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Truth-In-Negotiation Representation. City's compensation under this Agreement is based upon its representations to County, and City certifies that the wage rates, factual unit costs, and other information supplied to substantiate City's compensation, including without limitation those made by City during the negotiation of this Agreement, are accurate, complete, and current as of the date City executes this Agreement. City's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for City's compensation in this Agreement.

6.5 Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. City represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. City represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. City represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7 Claims Against City. City represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of City, threatened against or affecting City, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of City to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of City or on the ability of City to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

6.9 Warranty of Performance. City represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that

each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. City represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10 Prohibited Telecommunications Equipment. City represents and certifies that City and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, City represents and certifies that City will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to City; (c) set off from any amounts due City the full amount of any damage incurred; and (d) debarment of City.

ARTICLE 7. GOVERNMENTAL IMMUNITY

Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes by any of the Parties or shall be construed as impacting or modifying the protections set forth therein except to the extent otherwise required under applicable Florida law. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and each Party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8. INSURANCE

Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Party with written verification of liability protection in accordance with state law upon request by the other Party.

ARTICLE 9. TERMINATION

9.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1 City's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.1.2 By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by City in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

9.1.3 By the Director of OESBD upon the disqualification of City as a CBE or SBE if City's status as a CBE or SBE was a factor in the award of this Agreement, or upon the disqualification of one or more of City's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and City shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2 Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to City. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, City shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay City for Services under this Agreement.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

10.1 City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2 By January 1 of each year, City must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3 County Business Entities. Although no CBE goal has been set for this Agreement, County encourages City to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by City in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

11.3.1 Keep and maintain public records required by County to perform the Services;

11.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4 Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If City receives a request for public records regarding this Agreement or the Services, City must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

City must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that City contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which City asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In

addition, City must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, City must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by City as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by City, or the claimed exemption is waived. Any failure by City to strictly comply with the requirements of this section shall constitute City's waiver of County's obligation to treat the records as Restricted Material. City must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JUDI KLADERMAN, AT 954-357-6613, JKLADERMAN@BROWARD.ORG, 115 S ANDREWS AVE, RM 329D, FORT LAUDERDALE, FLORIDA 33301.

11.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with

seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5 Independent Contractor. City is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Resilient Environment Department, its successors or assigns
Attn: Dr. Jennifer Jurado, Deputy Director
115 S. Andrews Avenue, Room 329D
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR CITY:
City of Sunrise Utility Department
Attn: Rodrigo de Castro, P.E., Director of Utilities
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Email address: RdeCastro@sunrisefl.gov

11.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.10 Conflicts. Neither City nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of City's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or City is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude City or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If City is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as City.

11.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.13 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.15 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in

federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

11.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20 Payable Interest

11.20.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.23 Use of County Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.24 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.25 Living Wage Requirement. If City is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, City shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. City shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.26 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars ($250,000.00) is required of, or undertaken by, City as a result of this Agreement, then Section 26-5 of the Code shall be deemed to apply to such construction work. City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibit A.

11.27 Polystyrene Food Service Articles. City shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the 12th day of December, 2023 and City of Sunrise, signing by and through its Mayor duly authorized to execute same.

COUNTY

ATTEST:

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____ Digitally signed by NAN H. RICH Date: 2024.08.05 15:30:58 -04'00'
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____ ALEXIS MARRERO-KORATICH Digitally signed by ALEXIS MARRERO-KORATICH Date: 2024.07.31 09:06:50 -04'00'
Alexis Marrero Koratich (Date)
Assistant County Attorney

By _____ MAITE AZCOITIA Digitally signed by MAITE AZCOITIA Date: 2024.07.31 14:34:32 -04'00'
Maite Azcoitia (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN FUNDING

CITY OF SUNRISE

City of Sunrise

Attest:

Deputy City Clerk

By _____
Mayor-Commissioner

11 day of June, 2024

By _____
City Manager

6 day of June, 2024

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Sunrise has made significant progress towards promoting water supply resiliency by expanding opportunities in alternative sources. The City of Sunrise completed the construction of a 2 MGD reuse facility at the Sawgrass Wastewater Treatment Plant in 2019. The proposed project includes converting all current potable water irrigation systems to reclaimed water and constructing a new irrigation system for the Sawgrass Utility Complex and Administration Building facility by utilizing the reclaimed water produced by the Sawgrass Reclaimed Water Treatment Plant. The work will include installing various valves, irrigation mainlines, sprinkler heads, and converting existing potable water irrigation systems with a new connection to the Sawgrass Reuse Water Treatment Plant system and applicable informational signage.

Project plans are currently approved and permitted by the City of Sunrise Community Development Department and are ready for bidding and award. The City's Utility Department is prepared to support a minimum of 50% to share the cost of the Project. The project includes over 7,600 lineal feet (lf) of irrigation mainline, 30,000 lf of irrigation lateral lines, 560 sprinkler heads and multiple valves, and reconfiguration work to convert the existing potable water irrigation system to reclaimed water irrigation systems. Due to the significant amount of underground utilities throughout the plant, excavation is particularly challenging, and will be reflected in construction cost.

[Remainder of Page Intentionally Left Blank]

Figure 1. Location of Sawgrass Water & Wastewater Treatment Plant for the Re-use Irrigation Project.



PROJECT GOALS AND OBJECTIVES:

The project goals are to reduce the stress on potable water supply sources and expand the existing reuse system to increase the distributed reuse. This project directly replaces an irrigation system for property of approximately 45 acres area that utilizes potable water with a reclaimed water source. So, for this replacement and other potable water irrigation systems that can be replaced, the demand for potable water production for this purpose will reduce, thereby pushing out the need to expand potable supply and production for this purpose.

The project is consistent with furthering the Broward County Regional Reuse Master Plan since it includes the replacement of a potable water irrigation system with a reclaimed water irrigation system. This project includes constructing a new irrigation system for the facility by utilizing the reclaimed water produced by the Sawgrass Reclaimed Water Treatment Plant. This project includes installing/replacing 560 irrigation heads with varying flow rates between 1.54 gpm and 6.01 gpm throughout the system. Each zone typically runs for 20 minutes per day. The quantifiable amount of reuse water that would be used rather than injecting in the ground or for consuming potable water would be approximately 16 million gallons per year.

The proposed project will service the City of Sunrise Utility Department as a new customer to eliminate the potable water demand and convert to reclaimed water. The project will serve as a model for other government utility owners, corporations and residents to observe and demonstrate the success of converting to reuse. The project also supports the Ocean Outfall

Legislation in meeting a 60% reuse requirement by 2025 or when the Cities may be required to comply with these requirements ultimately.

PROJECT DELIVERABLES:

TASK 1. Installation of reclaimed water irrigation system at the Sawgrass Utility Complex & Administration Facility.

Deliverable 1. Two copies of the Installation/Construction Reports and permitting documents for the irrigation system installation project. The documents may alternately be submitted electronically as a single ADA accessible pdf document.

Deliverable 2. Electronic GIS files developed for the project.

demonstrate the success of converting to reuse. The project also supports the Ocean Outfall Legislation in meeting a 60% reuse requirement by 2025 or when the Cities may be required to comply with these requirements ultimately.

PROJECT DELIVERABLES:

TASK 1. Installation of reclaimed water irrigation system at the Sawgrass Utility Complex & Administration Facility.

Deliverable 1. Two copies of the Installation/Construction Reports and permitting documents for the irrigation system installation project. The documents may alternately be submitted electronically as a single ADA accessible pdf document.

Deliverable 2. Electronic GIS files developed for the project.

Exhibit B
Payment Schedule

The Project will be funded through cost share support by Broward County and the City of Sunrise in the amounts shown below. The Project will be completed in twenty-four (24) months.

Project	Total Project Cost	Broward County Funds	City of Sunrise Funds
Installation of reclaimed water irrigation system at the Sawgrass Utility Complex & Administration Facility	$895,000	Not to Exceed $120,000.00	$775,000.00

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Felicia M. Bravo, City Clerk
City Clerk's Office

ITEM #: 4.O. **C #:** Meeting Minutes

ITEM TITLE:
Approval of Meeting Minutes

BACKGROUND INFORMATION:
Approval of the minutes for the following meetings:

CCM 7/14/26
LPA 8/11/26
CCM 8/11/26
CCM 9/8/26
SCCM 9/14/26
LPA 9/23/26
CCM 9/23/26
SCCM 9/23/26

Minutes may be viewed in the City Clerk's Office or online at www.sunrisefl.gov.

FUNDING INFORMATION:
N/A

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Shannon Ley, Director of Community Development
Community Development Department

ITEM #: 5.A. **C #:** 26262

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving a Revised Site Plan for an Existing Commercial Building located at 8401 West Oakland Park Boulevard; providing for penalties for violations of the conditions of approval; providing for the term of approval; and providing an effective date. Planning and Zoning Board - October 1, 2026, Passed 6-0.

BACKGROUND INFORMATION:

This is an application for Revised Site Plan approval for exterior elevation changes and site plan modifications to an existing vacant commercial building formerly known as Florida Coast Bank, located at 8401 W. Oakland Park Boulevard, as shown on the location map in the attached Staff Report. The property is zoned B-2 (Community Business District), and the underlying land use designation is Commercial on the City's Future Land Use Map. The Revised Site Plan requires City Commission approval as per Section 16-32 of the Land Development Code. A concurrent application for a Special Exception for a fast food restaurant with drive through is being processed.

Staff finds this application meets all applicable Land Development Code requirements for approval of a Revised Site Plan. Therefore, Staff recommends approval of this application subject to the following conditions:

1. Approval of the proposed Special Exception application (SE-000029-2025)(79:9001) and compliance with conditions within Special Exception.
2. Prior to final Site Plan approval through the Community Development Department, the applicant shall correct the appropriate sheets in the Site Plan set and address the outstanding comments of the Development Review Committee.

Staff completed an open building permit and code violation search. There are no open building

code cases, building permits, nor liens for the subject property.

For more information on this item, including any of the attachments to this item or additional backup information, please contact Ana Parada, Assistant City Planner, at 954-236-2119.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26262
Exhibit A - Staff Report
Letter of Intent
Site Plan
Renderings
Public Notice
Letter to Applicant

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A REVISED SITE PLAN FOR AN EXISTING COMMERCIAL BUILDING LOCATED AT 8401 WEST OAKLAND PARK BOULEVARD; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 16-32 of the Code of the City of Sunrise, Florida, Oakland WB 11, Inc. (Applicant), has applied to the City Commission for approval of a revised site plan for an existing commercial building located at 8401 West Oakland Park Boulevard.

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

Section 1. Approval of Site Plan. Pursuant to Application No. RSP 000031-2025 (79:9001), the Revised Site Plan for a commercial building is hereby approved. The Applicant, the property owner, and their successors and assigns shall comply with all staff recommendations and conditions set forth in the Community Development Department's Staff Report to the City Commission, including those in the Staff Recommendation to the Planning and Zoning Board. A copy of the Staff Report is attached to and made a part of this Resolution as Exhibit A.

Section 2. Violation of Conditions. Pursuant to Section 16-31(h) of the City Code, failure to adhere to the terms and conditions of approval above shall be considered a violation of the City Code and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 3. Term. In accordance with Section 16-31(g)(11) of the City Code, this site plan approval shall be effective for eighteen (18) months from the effective date of this Resolution, during which time an active building permit must be issued consistent with this Resolution for this site plan approval to remain in effect.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

EXHIBIT A

STAFF REPORT

SPRINGTREE PLACE (REVISED SITE PLAN)

Summary

This is an application for Revised Site Plan approval for exterior elevation changes and site plan modifications to an existing vacant commercial building formerly known as Florida Coast Bank, located at 8401 W. Oakland Park Boulevard, as shown on the location map. The property is zoned B-2 (Community Business District), and the underlying land use designation is Commercial on the City's Future Land Use Map. The Revised Site Plan requires City Commission approval as per Section 16-32 of the Land Development Code.

General Information

The existing commercial building was formerly known as Florida Coast Bank and was constructed in 1982. The existing building is approximately 4,296 square feet and includes a covered four-lane drive-through located on the northwest (rear) side of the building. The site is approximately 1.9 acres.

The subject property is bordered to the west and north by office buildings and to the east, across NW 84 Avenue, by professional offices, zoned B-2 (Community Business District). South of the subject property, across W. Oakland Park Boulevard, is a gas station zoned B-3 (General Business District).

Concurrently with this Revised Site Plan application, the applicant has submitted a Special Exception application for review.

Project Description

This application proposes both exterior building and site modifications to an existing vacant building and the corresponding site. The project seeks to redevelop the existing building by converting it into two tenant spaces. One of the tenant spaces is located on the west side of the building, will consist of a 2,559 square-foot fast-food restaurant with a drive-through. The proposed drive-through will utilize a portion of the existing bank drive-through lanes located on the northwest side of the building. The second tenant space is located on the east side of the building, will consist of a 1,642 square-foot retail tenant space. Apart from the proposed demolition of the existing drive-through canopy, electric room, and faux masonry screen wall on the northeast side of the building, the

remainder of the existing structure, totaling approximately 4,201 square feet, will remain unchanged.

The site will provide a total of twenty-eight (28) parking spaces, including twenty-six (26) standard parking spaces and two (2) accessible parking spaces. In addition, the drive-through will accommodate 14 stacking spaces from the first pickup window and 8 stacking spaces from the menu board, exceeding the minimum stacking spaces required by Code.

The proposed building features a contemporary architectural design with a neutral palette of light gray, white, and brown wood-tone finishes, complemented by Moonlight Gray faux stone siding, and 12” x 12” Nebulous White square tile inserts. The side and rear elevations include honey-brown simulated wood slat accents, dark gray faux windows and a 24-inch-high faux gray stone veneer base.

Improvements include new landscaping, upgraded energy-efficient lighting, and enhanced vehicular circulation through wider drive aisles and a redesigned northwest corner to better accommodate passenger vehicles, commercial deliveries, and emergency access. Traffic circulation is further improved through directional signage, pavement markings, stop signs, landscape islands, and concrete curb buffers that minimize vehicle conflicts.

Operational efficiency is enhanced by a relocated trash enclosure on the west side of the site with direct access for service vehicles and a dedicated loading zone immediately north of the building adjacent to the rear service doors. New pedestrian walkways provide direct connections from Oakland Park Boulevard and NW 84 Avenue to both tenant entrances and bicycle racks are provided adjacent to each tenant space to encourage alternative modes of transportation.

Staff Evaluation

Staff have reviewed the Revised Site Plan and find it consistent with the Land Development Code.

Staff Recommendation to the Planning and Zoning Board, October 1, 2026

Staff has reviewed the proposed Revised Site Plan and find it consistent with the LDC subject to the following conditions:

1. Approval of the proposed Special Exception application (SE-000029-2025) (79:9001) and compliance with conditions within Special Exception.
2. Prior to final Site Plan approval through the Community Development Department, the applicant shall correct the appropriate sheets in the Site Plan set and address the outstanding comments of the Development Review Committee.

Planning and Zoning Board Recommendation, October 1, 2026

At its meeting on October 1, 2026, the Board approved Staff's recommendation subject to the conditions listed above.

Final Staff Recommendation to the City Commission, October 27, 2026

Staff recommends the approval of this application subject to the conditions listed above.

Planner: Ana Parada
File No.: RSP-000031-2025 (79:9001)

Location Map



BERRIE
Architecture
& Design, Inc.

Established in 1991

AA0002741

16000 Loch Katrine Trail, #8006, Delray Beach FL 33446
Phone (954) 605-1062 • Email berrie@berriedesign.com
www.berriedesign.com • www.linkedin.com/pub/richard-berrie/12/5b/213/

Date: January 06, 2026

To: City of Sunrise
Community Development Department
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351

Re: Site Plan Application Statement for 8401 W. Oakland Park Blvd., Sunrise FL 33351

Letter of Intent

To whom it may concern:

We are requesting site plan approval for the development of "Springtree Place". The property is located on the NW corner of W. Oakland Park Blvd. and NW 84th Ave. having an address of 8401 W Oakland Park Blvd., Sunrise, FL 33351. The property is currently zoned B-2 and has an existing one-story abandoned 'Bank building' structure consisting of 4,296 air-conditioned square feet along with a covered four car drive thru through lanes on the northwest (rear) side of the structure. The adjacent property to the west and to the north are medical offices.

Proposed will be the change in use of the abandoned bank building into two spaces. The west Space #1 will be a Restaurant with Drive-through that is 2,559 square feet under air. This restaurant will utilize portions of the existing bank drive thru lanes to the north-west of the structure. The existing bank drive-through canopy and pneumatic tube system with speakers to be demolished. At the south-west corner of the structure is an existing small exterior meter room also to be demolished for the proposed new drive-through window pick-up location. The east Space #2 will be a vacant retail bay with 1,642 square feet under air.

Along with this Site Plan application for the change in use from the bank building with drive through to the proposed restaurant with drive through, will also be an application submittal for a Special Exception approval. With the exception of the proposed demolished drive-through canopy, meter room and a faux masonry screen wall on the north-east side, the balance of the of the structure footprint of 4,201 square feet to remain.

As the south portion of the existing structure extends beyond the south 75-foot setback line, the top of the front monolith will remain flush with the existing building façade depth and the entrance doors and storefront will be recessed. On the west side at the drive through window location, a proposed canopy will be positioned to not extend into the front setback line.

The building's exterior elevations will be primarily a neutral color palette scheme of light gray, white & brown wood slat colors with minimal accent colors of light pink, dark gray and black. To be consistent with the City of Sunrise colors and the prototype restaurants requirements, the main entrance monolith areas are accentuated with a dark gray color beam at the top and a dark gray color

horizontal metal beam in front of honey glazed wood grain panels with intermittent off-white tubes with light pink accents.

The west side drive-through monolith area is also accentuated with a dark gray color canopies and horizontal metal beam in front of honey glazed wood grain panels with intermittent off-white tubes with pink accents. The sides and back walls of the building, will be accentuated with honey brown simulated wood slat features to match the monolith color along with a 24" high faux gray stone veneer skirt to provide additional required texture elements.

Stepped back 10 feet from the building façade are existing raised parapet to screen rooftop HVAC equipment. An existing open area along the rear of the building will be infilled to complete the screened enclosure. This screening eliminates views of the mechanical equipment and reduced equipment noise. As the majority of the elevations will have low-key palette colors, the elevations will blend in with adjacent properties.

Many site upgrades are also being proposed. While the building footprint, drive aisles and parking spaces along Oakland Park Boulevard are existing, we are reducing the depth of the walkways and landscaping along the front of the structure and shifting the entire drive aisle and parking spaces 5'-1" towards the north. This shift will result in an increase of the depth of the landscape buffer along the south property line from the current 10 feet to a 15'-1" offering a wide berm with terraced landscaping adjacent to Oakland Park Boulevard. Existing site light poles along Oakland Park Boulevard which are currently located within overgrown tree canopies will be shifted north within the extended landscape berm and placed adjacent to parking spaces and the drive aisle.

Other site upgrades include an improved site traffic circulation pattern along with safer, separated pedestrian areas, new landscaping areas and improved lighting as light poles and fixtures are being replaced with new poles and energy efficient light fixtures. Along the back of the property will be the reconfigured northwest corner of the site to provide more efficient vehicular circulation. Drive aisles around the property will be a minimum of 20 feet wide. Perpendicular parking locations will have 24 feet wide drive aisles. The revised vehicular circulation proposed will provide greater access around the property for both smaller cars, fire trucks along with easier maneuvering larger commercial vehicles. The trash enclosure is located towards the west side of the site to provide direct access along with a 50 feet deep back-up area. The loading zone is located directly behind the building to eliminate any delivery conflicts with site and pedestrian circulation.

Twenty (20) parking spaces are required for the fast-food restaurant and seven (7) parking spaces for the retail bay. Proposed will be 26 standard parking spaces and 2 accessible parking spaces on site for a total of twenty-eight (28) parking spaces.

The use of public transportation is also encouraged with a proposed pedestrian walk-way connection both from an existing bus stop at the front of the property on Oakland Park Boulevard. A second pedestrian walk-way is proposed to transverse through the east drive aisle from N.W. 84th Avenue. Both walk-ways connect directly to the main entrances of both bays along with bicycle racks adjacent to both bays.

There should be no impact on surrounding properties as there will be no outside storage or dangerous materials stored on the property. All light fixtures are configured to have minimal footcandles of light around the perimeter of the property. While the previous bank had four drive-through lanes, each with speakers, the restaurant will only have two order/speaker locations. One location will be a combo menu & order/speaker canopy located 30'-9" from the rear of the structure and 57'-6" from the rear property line. The second will be an order/speaker canopy and adjacent digital menu board 19'-5" from the rear of the structure and 69'-10" from the rear property line.

Based on a sound analysis, any noise generated from the order/speaker locations should not have an adverse effect on the residential properties two parcels to the north. The rear yard of these residential properties are two properties to the north approximately 165 feet from the closest outer order/speaker location and the sounds of the speakers would be buffered by the adjacent commercial property with an existing single-story medical office building with a high sloped roof. Sound from roof top mechanical units will also be buffered by surrounding screen walls set 10 ft. back from the roof edges. A sound analysis report is included.

In regards to sustainability practices and construction, we are retaining the primary structure shell with minimal façade alterations. There will be both a substantial reduction is asphalt and an increase in landscape areas from the existing 19% to 29.4%, as a result of the removal of the previous four lane bank drive-through lanes and overhead drive-through canopy. Additional natural daylighting of interior spaces will be accomplished with the new storefront openings of the south closed-off wall in the front of the restaurant bay along with retaining all the existing storefront windows on both the south and east sides of the retail bay.

As a sustainable practice, the majority of the building structure will be reused. Removal of the old bank canopy and two drive through lanes opens up the opportunity to increase both open and pervious areas.

To prevent conflicting traffic problems of patrons driving around the building, extensive signage, pavement striping, stop signs, landscape islands and concrete curb buffers have been incorporated into the existing site configuration. The trash enclosure is located at the west side of the site with direct access and the loading zone is located directly north and adjacent to the rear service doors of the building.

With this site plan approval, will concurrently be the Special Exception request for the change in use from the previous bank with drive-through lanes to a restaurant with drive-through lanes. Included with the Special Exception request will be an acoustical report on the noise generated from the roof top equipment and canopy order/speaker locations along with an updated traffic report.

The following are the standard operating procedures of the Restaurant:

- Hours of Operation will be between 5:00 AM to 11:00 PM.
- There will be two (2) deliveries weekly.
- The total number of employees will be 30 with between 6-8 in a typical shift.

The following is a point-by-point narrative of the drive-through operation procedures:

- Vehicles will enter either the inside or outside order queue lanes that run parallel to each other.
- Those that enter the order queue lane closets to the building will see a "preview board". The preview board allows the guests to know in advance of arriving at the drive-thru menu board what is on the menu. This allows the guest to make a decision earlier and spend less time at the drive-thru menu board, hence moving the vehicles quicker thru the line and needing less of a queue. Another function of the preview board is that most stores also run a Limited Time Offering (LTO); which would show up on the preview board.
- In both lanes, vehicles will drive up to the "menu board" location where there will be a canopy covering a speaker that connects to the staff inside. Staff will document and initiate the order.
- Both order lanes will then merge into a single lane approximately five cars prior to the "pick-up window".
- At the "pick-up" widow, vehicles will then pay and receive their orders.
- No employees will be taking orders from outside of the restaurant – all business will take place between the menu kiosks and drive-through window.

In conclusion, the proposed alterations of the site and building use will be a positive adaptive reuse of an abandoned property that will better serve the surrounding community with a new well-lit, modern service facility that will be more visible from the street, resulting in a safer environment as patrons will have the option of either parking their cars and walking into the restaurant or remain in their vehicles as they pick-up their orders from the drive through window. It is our opinion that the site and building modifications will result in an overall improvement to the community.

Should you have any questions, please feel free to contact me.

Respectfully:

Richard A. Berrie, P.A., MAURP, VP for the firm.
(**A**rchitect, **M**asters of **A**rt in **U**rban & **R**egional **P**lanning)

Richard A Berrie Digitally signed by Richard A Berrie Date: 2026.01.06 14:25:55 -05'00'

SITE PLAN FOR

SPRINGTREE PLACE

FOR PROJECT LOCATED AT:

8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

CONSULTANTS:

OWNER
OAKLAND WB 11, INC.
9170 W SR 84
DAVIE, FLORIDA 33324
ATTN: SANDY VALENZUELA
CONTACT: (954) 993-1421 / xasmsandy@gmail.com

ARCHITECT OF RECORD:
BERRIE ARCHITECTURE & DESIGN, INC.
16000 LOCH KATRINE TRAIL, #8006
DELRAY BEACH, FLORIDA 33446
ATTN: RICHARD BERRIE, MAURP, PA
CONTACT: (954) 605-1062 / berrie@berriedesign.com

SURVEYOR:
SURVEY PROS, INC.
4348 SW 74th AVENUE
MIAMI, FLORIDA 33155
CONTACT: (305) 767-6802
JOB #: 20095691

CIVIL ENGINEER:
SHAH, DROTOS AND ASSOC., P.A.
3410 N. ANDREWS AVE. EXT.
POMPANO BEACH, FLORIDA 33064
ATTN: MATT GIANI PE CIVIL ENG.
CONTACT: (954) 943-9433 / mattgiani@shahdrotos.com

LANDSCAPE ARCHITECT:
LANDSCAPE ARCHITECTURAL SERVICES, LLC
1708 SE JOY HAVEN ROAD
PORT ST LUCIE, FL 34983
ATTN: BRANDON WHITE
CONTACT: (772) 834-1357 / brandon@las-fl.com

NOISE CONSULTANT:
KEANE ACOUSTICS, INC.
1859 EAU CLAIRE CT.
OLDSMAR, FL 34677
ATTN: MICHAEL KEANE, PE
CONTACT: (727) 644-3445 / keaneacoustics@aim.com

TRAFFIC CONSULTANT:
BOWMAN CONSULTING GROUP, Ltd.
2090 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FL 33409
ATTN: NATALIA LERCARI, PE
CONTACT: (561) 840-8650 / nlercari@bowman.com

UTILITY PROVIDERS

ELECTRIC
FLORIDA POWER & LIGHT
330 SW 12th AVE.
POMPANO BEACH, FLORIDA 33069
CONTACT: (954) 717-2089

WATER / SEWER
CITY OF SUNRISE
10070 W Oakland Park Blvd.
SUNRISE, FLORIDA 33325
CONTACT: (954) 888-6000

NATURAL GAS
CITY OF SUNRISE
4401 NW 103RD AVE.
SUNRISE, FLORIDA 33351
CONTACT: (954) 572-2235

TELEPHONE
AT&T
8601 W SUNRISE BLVD., ROOM 1208
PLANTATION, FLORIDA 33322
CONTACT: (954) 423-6222

APPROVAL AGENCIES

COMMUNITY DEVELOPMENT
CITY OF SUNRISE, PLANNING DIVISION
10770 W Oakland Park Blvd.
SUNRISE, FLORIDA 33351
CONTACT: (954) 746-3280

FIRE
CITY OF SUNRISE
10440 W OAKLAND PARK BLVD.
SUNRISE, FLORIDA 33325
CONTACT: (954) 746-3400

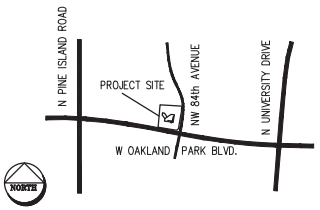
BUILDING
CITY OF SUNRISE
10770 W Oakland Park Blvd.
SUNRISE, FLORIDA 33351
CONTACT: (954) 572-2354

STORMWATER
BROWARD COUNTY ENVIRONMENTAL
PROTECTION DEPARTMENT
1 N. UNIVERSITY DRIVE, ROOM 203
PLANTATION, FLORIDA 33324
CONTACT: (954) 519-1260

WASTEWATER
BROWARD COUNTY WATER &
WASTEWATER SERVICES
2555 W COPANS ROAD
POMPANO BEACH, FLORIDA 33069
CONTACT: (954) 831--3250

FDOT
13400 W. COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33309
CONTACT: (954) 777-4350

LOCATION MAP



AERIAL PLAN



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ACCESSIBILITY STATEMENT:
The Florida Accessibility Code - 2023, 8TH ED. was utilized for the site design.

LEGAL DESCRIPTION

ALL THAT PART TRACT 7, SPRINGTREE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 75, AT PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, more particularly described as follows:

Beginning at the Southwest corner of said Tract 7; thence South 77°35'40" East, along the South line of said Tract 7, also being the North right-of-way line of West Oakland Park Boulevard, 341.64 feet to the Point of Beginning of this description; thence North 07°17'59" East, parallel with the West line of said Tract 7, 219.57 feet; thence South 83°28'09" East, along a radial line, 216.53 feet; then Southerly along the arc of a circular curve to the right, having a radius of 790 feet and being the West right-of-way line of N.W. 84th Avenue, and the East line of said Tract 7, an arc distance of 81.00 feet; thence South 12°24'20" West, along said East line of Tract 7, 135.00 feet; thence Southwesterly and Westerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 39.27 feet; thence North 77°35'40" West, along the South line of said Tract 7, also being the North right-of-way line of West Oakland Park Boulevard, 175.00 feet to the Point of Beginning. Containing 48,108.73 square feet.

SECTION 21, TOWNSHIP 49S, RANGE 41E

FLOOD ZONE INFORMATION:
BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY REVISED ON 08/18/14 AND INDEX MAP REVISED ON 08/18/14 THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X BASE FLOOD ELEVATION N/A COMMUNITY NAME & NUMBER SUNRISE 120328 MAP & PANEL NUMBER 12011C0345 SUFFIX H
ELEVATIONS WHEN SHOWN REFER TO 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 1988).

LEAVE BLANK - FOR CITY USE ONLY

NOTATION:
THIS SITE PLAN SET IS APPROVED PURSUANT TO SECTION 16-31 OF THE CITY OF SUNRISE LAND DEVELOPMENT CODE AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH FLORIDA BUILDING CODE. ANY CHANGES TO DETAILS SHOWN, TO SATISFY THE REQUIREMENTS OF FLORIDA BUILDING CODE, SHALL REQUIRE REVIEW FOR CONSISTENCY AND COMPLIANCE WITH THE CITY OF SUNRISE LAND DEVELOPMENT CODE.

DUNKIN' FOOD PREPARATION STATEMENT
NO COOKING ON PREMISES - ALL FOODS PREPARED OFF-SITE, DELIVERED TO THE TENANT AND 'WARMED' PRIOR TO SERVING. ALL FOOD SERVED IN DISPOSABLE PAPER AND PLASTIC WARES. THREE COMPARTMENT SINK FOR CLEANING RACKS & POTS ONLY.

AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE TO BE USED ONLY FOR THIS PROJECT AND NOT TO BE USED ON ANY OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ARCHITECT OF ENGINEER. BY USE OF THE DRAWING FOR CONSTRUCTION OF THE PROJECT, THE CONTRACTOR REPRESENTS THAT HE HAS REVIEWED AND APPROVED THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. THE CONTRACTOR REPRESENTS THAT HE HAS VISITED THE SITE, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, VERIFIED FIELD DIMENSIONS, AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. MINIMUM FEE OF $100 PER EACH SHEET REVISED TO DOCUMENT UNAUTHORIZED "AS-BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

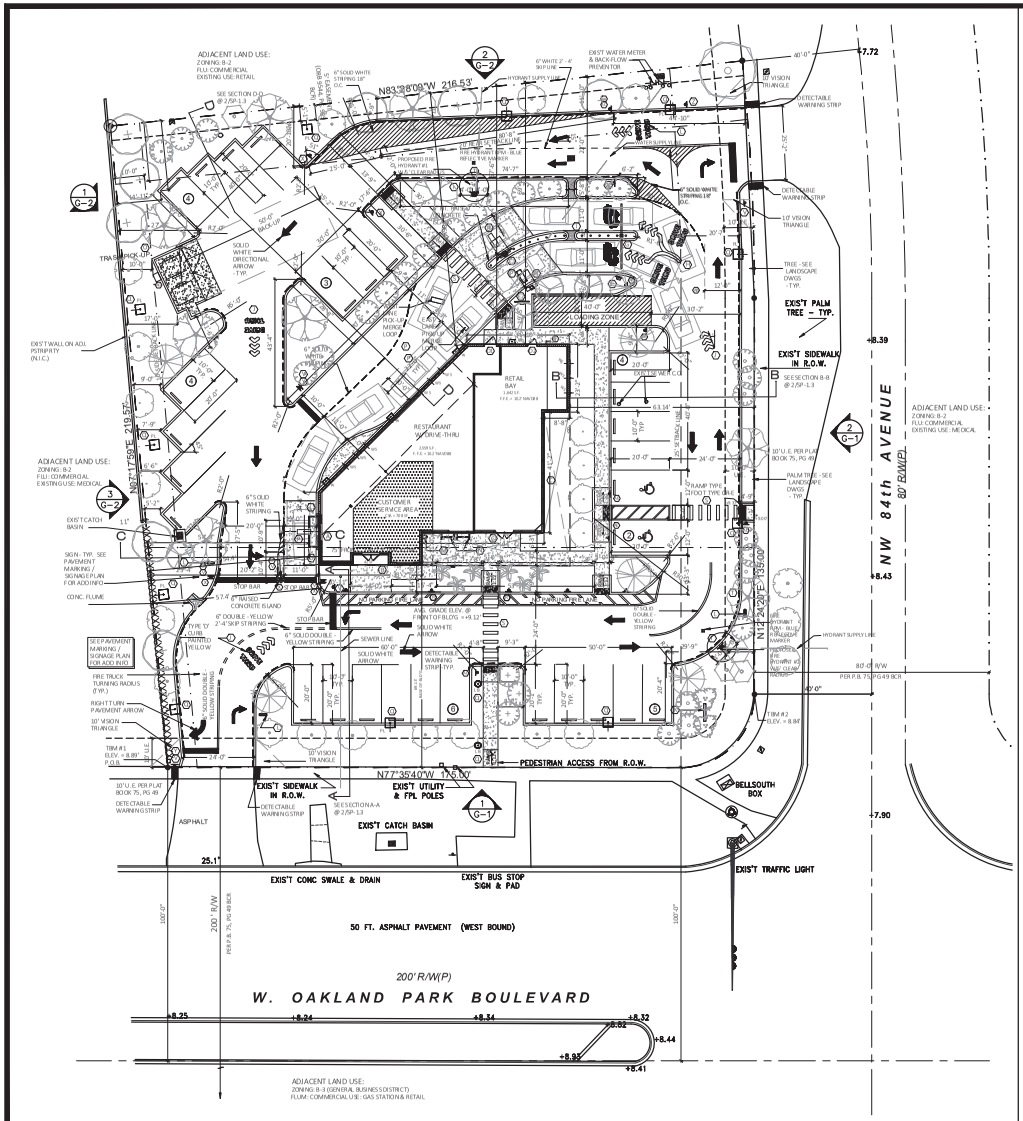
DRAWING TITLE
COVER SHEET
RSP-000031-2025

Prog./Revisions
R 06.18.26

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23

DATE: 10/23/24
Proj. No. 2308
Dwg. No. A-1
of 1 sheets

854



1

1"=20'-0"

NORTH

SITE PLAN

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

SITE DATA

TOTAL SITE AREA (GROSS) =	81,519	SQ.FT.
GROSS ACRES =	1.87	ACRES
TOTAL SITE AREA (NET) =	48,106	SQ.FT.
NET ACRES =	1.10	ACRES
EXISTING / FUTURE LAND USE:	COMMERCIAL	
CURRENT ZONING:	B-2 COMMUNITY BUSINESS DISTRICT	
EXISTING USE:	BANK BUILDING	
PROPOSED USE:	RESTAURANT W DRIVE THRU / RETAIL	
PARCEL ID NUMBER:	4941 21 03 0165	
GROSS FLOOR AREA =	4,201 S.F.	
PLOT AREA =	+/-216.3' x 219.57'	
PLOT COVERAGE =	4,201 S.F.	
F.A.R. RATIO (4,201 SF / 48,106 SF) =	.08	
TOTAL PERVIOUS AREA =	14,148 S.F.	29.4%
TOTAL IMPERVIOUS AREA =	33,958 S.F.	70.6%

BUILDING AREA COMPUTATIONS

AREA	TOTALS
EXISTING BUILDING FOOTPRINT =	4,296 S.F.
PROPOSED BUILDING FOOTPRINT =	4,201 S.F.
(AREA CALCULATIONS ARE TO EXTERIOR FACE OF WALL & CENTER LINE OF COMMON WALLS)	
RESTAURANT S PACE #1 =	2,559 S.F.
VACANT TENANT SPACE #2 =	1,642 S.F.
EXIST' BUILDING HEIGHT:	15'-2"
PROPOSED BUILDING HEIGHT:	22'-10"
MAX BUILDING HEIGHT:	4 STORIES OR 60 FT. WHICH EVER IS LESS

AREA CALCULATIONS:

	AREA		%
TOTAL BUILDINGS FOOTPRINT =	4,201	SQ.FT.	8.7%
WALKWAY/ DUMPSTER =	2,020	SQ.FT.	4.2%
MIN. PERVIOUS AREAS = 15% = 7,216 SQ. FT.			
PROPOSED PERVIOUS AREAS =	14,148	SQ.FT.	29.4%
PAVING / CONC. CURBS / FIN WALLS =	27,737	SQ.FT.	57.7%
TOTAL SITE AREA =	48,106	SQ.FT.	100 %
MINIMUM PEDESTRIAN ZONE =	2,221	SQ.FT.	4.6%
PROPOSED PEDESTRIAN ZONE =	2,742	SQ.FT.	5.7%

PARKING CALCULATIONS

REQUIRED	SITE PLAN (GRAPHICALLY NOTED)
FAST FOOD RESTAURANT • 1/50 CSA = 15 SPACES (MIN. 20 SPACES) • EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW • FOUR STACKING SPACES FROM MENU BOARD	PARKING ○ 26 STANDARD PARKING SPACES ○ 2 ADA PARKING SPACES ○ 1 LOADING SPACE 28 STANDARD PARKING SPACES ○ EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW ○ 4 STACKING SPACES FROM MENU BOARD
RETAIL STORE: • 1/250 GFA = 7 SPACES OFF STREET LOADING • ONE (1) SPACE	

BUILDING SETBACK REQUIREMENTS

LOCATION	REQUIRED	PROVIDED	NOTES:
SOUTH	75'	69.13'	EXISTING
EAST	25'	63.14'	EXISTING
NORTH	20'	86.42'	FACE OF BUILDING
WEST	10'	54.4'	FACE OF BUILDING CANOPY

LEGEND

- -E- OVERHEAD ELECTRIC LINES
- -X- CHAIN LINK/WOOD FENCE
- PSTRIPRTY CORNER / TRANSITION MARK
- SETBACK LINE
- NO PARKING CURB PAINT FINISH
- 6" WHITE LINE STRIPING
- PSTRIPRTY BOUNDARY LINE
- TENANT SEPARATION WALL
- CLEAN-OUT
- CONCRETE FINISH
- PEDESTRIAN ZONE
- CATCH BASIN
- STOREFRONT SYSTEM
- EXTERIOR MASONRY WALL
- STOREFRONT ENTRANCE
- REAR SERVICE DOOR
- VEHICLE IN QUEUE 10' x 22' SPACE
- TREE / PALM TREE SEE LANDSCAPE PLANS
- WALKWAY LIGHT BOLLARD SEE L-2 (LB)
- WPOLE LIGHT FIXTURE SEE L-2 (PL)
- 2' SOLID WHITE STOP BAR
- SIGN
- DETECTABLE WARNING
- (X / G-X) ELEVATION VIEW LOCATION
- 10' VISION TRIANGLE
- (A) DRIVE THROUGH WINDOW LOCATION SEE ENLARGED MONOLITH 2/G-3
- (B) RESTAURANT MAIN ENTRANCE / STOREFRONT WINDOWS SEE ENLARGED MONOLITH 1/G-3
- (C) RETAIL BAY MAIN ENTRANCE / STOREFRONT WINDOWS SEE ELEVATION 1/G-1
- (D1) 42" WIDE x 7'-0" HIGH REAR SERVICE DOOR SEE ELEVATION 2/G-2
- (D2) 36" WIDE x 7'-0" HIGH REAR SERVICE DOOR SEE ELEVATION 2/G-2
- (E1) ORDER CANOPY / SPEAKER UNDER COVERED CANOPY SEE DETAIL 1/C-1
- (E2) FREE STANDING DIGITAL MENU BOARD SEE DETAIL 2/C-1
- (E3) ALL-IN ONE MENU BOARD / SPEAKER UNDER COVERED CANOPY SEE DETAIL 3/C-1
- (F) PREVIEW BOARD SEE DETAIL 4/C-1
- (G) 9'-0" CLR. HT. DOUBLE CLEARANCE BAR SEE DETAIL 3/C-2
- (H) DRIVE THROUGH LANE START GRAPHICS SEE DETAIL 2/D-1
- (I) 4" PIPE BOLLARDS (@ 3'-0" O.C. @ DRIVE-THRU) SEE DETAIL 3/C-3
- (J) DRIVE THROUGH WAYS FINDING GRAPHICS SEE DETAIL 2/D-1
- (K) EXIS'T MONUMENT SIGN W/ NEW GRAPHICS SEE DETAIL 1/C-2
- (L) DIRECTIONAL SIGN W/ARROW SEE DETAIL 2/C-2
- (M) EXTERIOR TRASH CAN SEE DETAIL 4/C-3
- (N) BICYCLE RACK SEE DETAIL 5/D-2
- (O) TRASH ENCLOSURE - SEE 1/C-3
- (P) UNDERGROUND LOOP DETECTOR
- (Q) SITE LIGHT FIXTURE - SEE 2/L-1
- (R) NO PARKING FIRE LANE & SIGNAGE - SEE 3/D-2
- (S) PEDESTRIAN CROSS WALK MARKING - SEE 4/D-2
- (T) FIRE HYDRANT - SEE DWG C-5
- (U) DRIVE-THRU CANOPY ABOVE - SEE 2/G-3
- (V) STOP SIGN SEE 2/D-2
- (W) YIELD SIGN SEE 2/D-2
- (X) DO NOT ENTER SIGN SEE 2/D-2
- (Y) RIGHT TURN ONLY SIGN SEE 2/D-2
- (Z) NO LEFT TURN SIGN SEE 2/D-2
- (AA) YIELD TO CAR EXITING DRIVE-THRU
- (AB) NO PARKING LOADING ZONE SEE 3/D-1
- (AC) MERGE LEFT SIGN SEE 2/D-2
- (AD) PEDESTRIAN CROSSING SIGN W/ ARROW SEE 2/D-2
- (AE) DISABLE ACCESS PARKING SIGN SEE 2/D-2
- (AF) ROOF ACCESS LADDER SEE 5/G-2
- (AG) LANDSCAPE SPRINKLER SYSTEM CONTROLLER BELOW GROUND - SEE LANDSCAPE DRAWING J

GENERAL NOTES:

ALL MECHANICAL EQUIPMENT ON THE ROOF OR GROUND WILL BE FULLY SCREENED BY PARAPET OR EQUIPMENT SCREEN THAT ARE EQUAL OR TALLER THAN THE EQUIPMENT. THE EQUIPMENT WILL ALSO BE BUFFERED TO MITIGATE NOISE.

ALL SIGAGE INCLUDING THE MONUMENT SIGN TO BE APPROVED UNDER SEPARATE PERMITTING.

SITE DESIGN IS BASED ON THE 2023 FLORIDA ACCESSIBLE CODE. 8th EDITION

NO ALCOHOL SALES TO BE SERVED IN THE RESTAURANT.

DUNKIN' RESTAURANT AND RETAIL BAY TO POST SIGNAGE TO INDICATE HOURS OF OPERATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION APPROVAL REQUIRED FOR ALL OFF-SITE WORK.

NO OUTDOOR SPEAKERS EXCEPT FOR THE TWO ORDER CANOPY LOCATIONS.

DRIVE THRU CONSIST'S OF DOUBLE ORDER LANES THAT MERGE TOGETHER AFTER THE ORDER MENU BOARDS AND PRIOR TO THE WINDOW PICK-UP AREA. ALL VEHICULAR MOVEMENT IS MONITORED THROUGH BELOW GRADE DETECTION LOOPS.

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BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

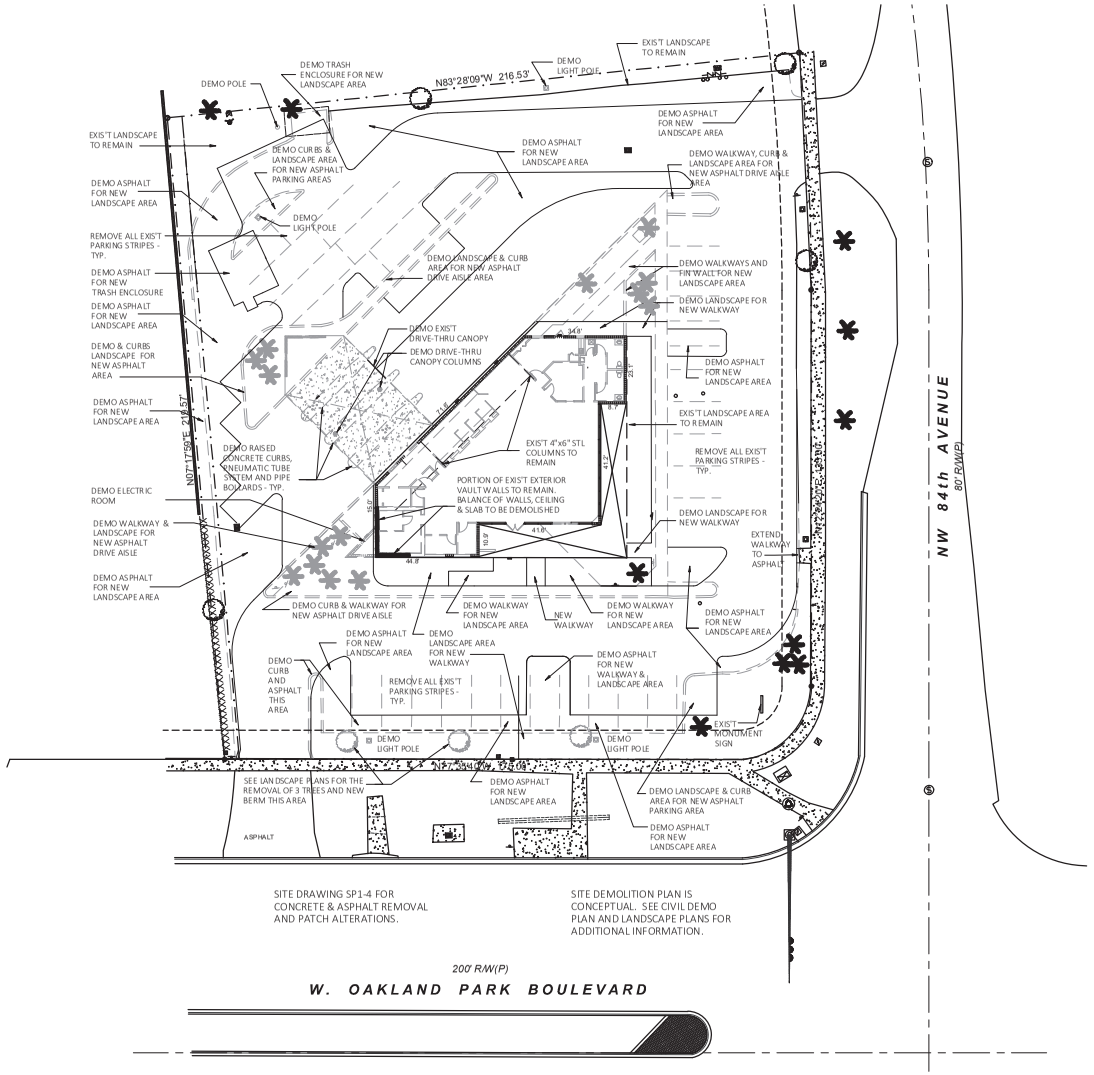
DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SITE PLAN

Prog./Revisions
R 06.18.26

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23
RICHARD A. BERRIE
STATE OF FLORIDA

DATE: 10/23/24
Proj. No. 2308
Dwg. No. B-1
of 2 sheets



LEGEND

- EXISTING CANOPY COLUMN
- EXISTING INTERIOR WALL
- EXISTING CMU WALL
- EXISTING STOREFRONT SYSTEM
- EXISTING TO BE DEMOLISHED
- EXISTING TREE TO BE REMOVED, RELOCATED OR DEMOLISHED - SEE LANDSCAPE PLANS

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

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1

1"=20'-0"

NORTH

SITE DEMOLITION PLAN

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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Digitally signed by Richard A Berrie
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RICHARD A. BERRIE, ARCHITECT

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Proj. No. 2308
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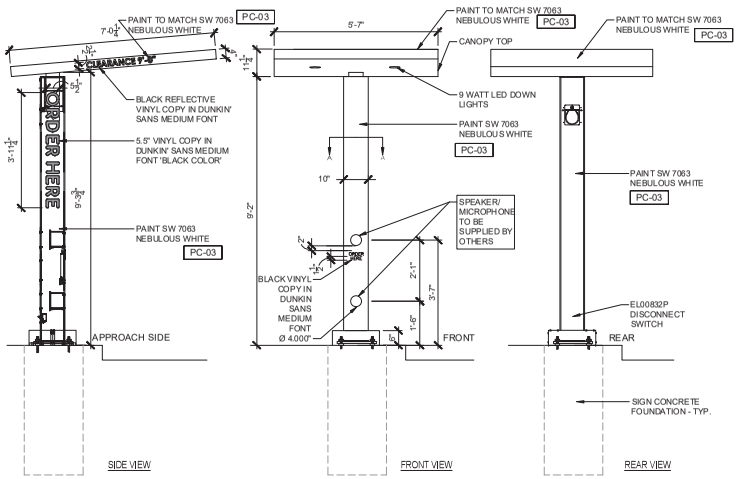
of 2 sheets

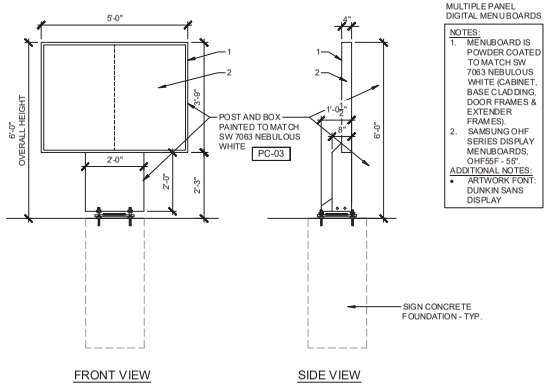
856



ORDER SIGN W/ SPEAKER LOCATED 19'-5" FROM BUILDING AND 69'-10" FROM NORTH PSTRIPRTY LINE

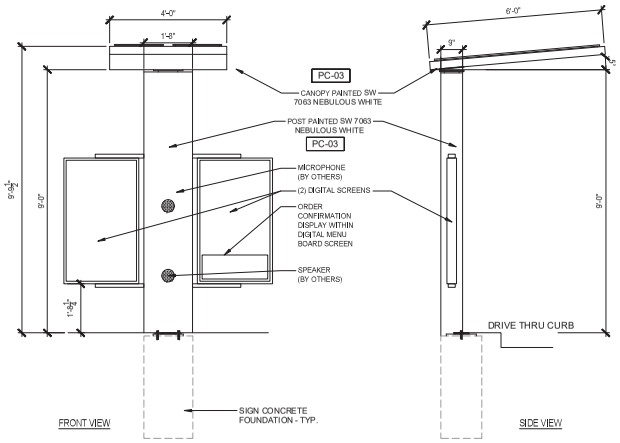
1 ORDER CANOPY DETAILS

1/2"=1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



2 MENU BOARD DETAILS

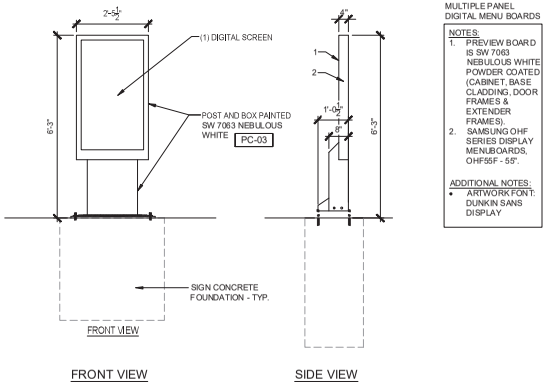
1/2"=1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



ORDER SIGN W/ SPEAKER LOCATED 30'-9" FROM BUILDING AND 57'-6" FROM NORTH PSTRIPRTY LINE

3 ALL-IN-ONE ORDER CANOPY DETAILS

1/2"=1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



4 PREVIEW BOARD DETAILS

1/2"=1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

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Delray Beach, FL. 33446
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E-MAIL berrie@berriedesign.com
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Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SITE PLAN DETAILS

Prog./Revisions
R 06.18.26

Richard A Berrie Digitally signed by Richard A Berrie Date: 2026.09.23 17:57:14

DATE: 10/23/24
Proj. No. 2308
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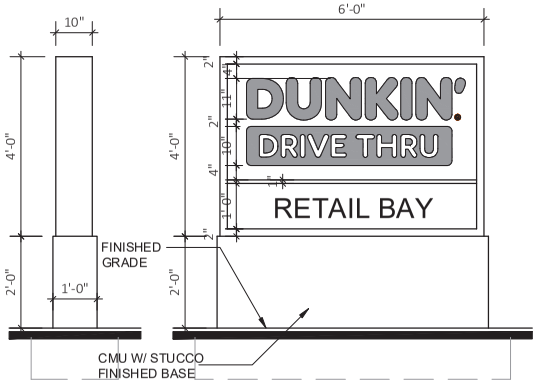
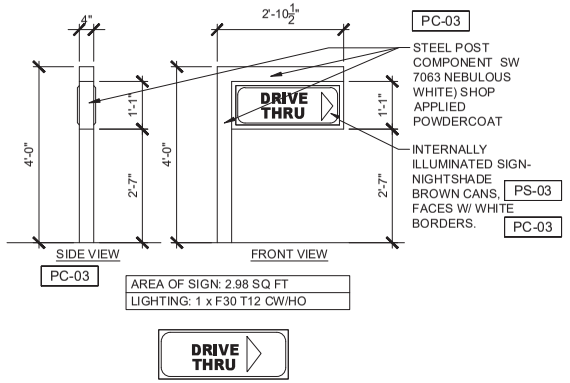
of 5 sheets



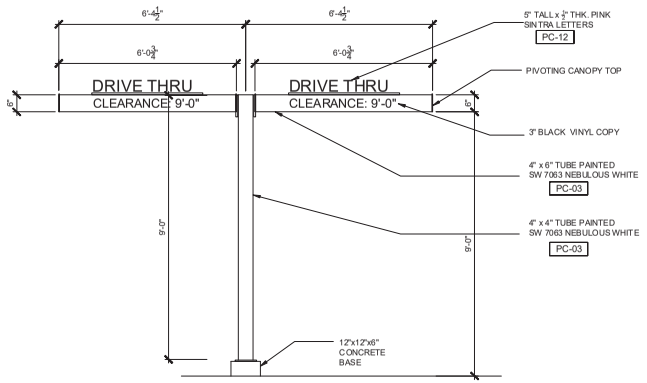
FOR CONCEPTUAL PURPOSE ONLY - SEPARATE PERMIT REQUIRED.

1	EXIS'T MONUMENT SIGN
3/8"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

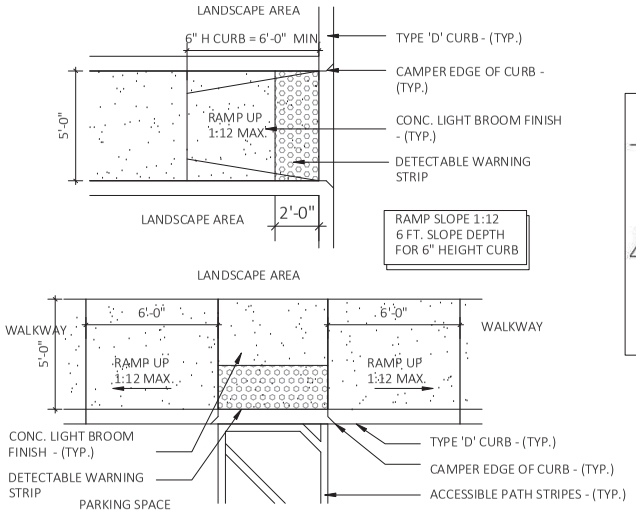


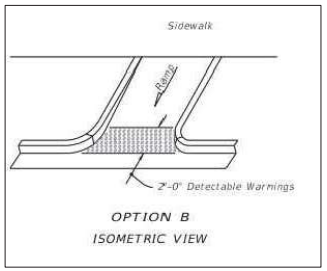
DIRECTIONAL SIGNAGE W/ ARROW THREE USED IN SITE PLAN

2	WAYS FINDING SIGNAGE
3/4"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



3	CLEARANCE BAR ELEVATION
1/2"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"





FDOT RAMP TYPE CR-E

4	CURB RAMP DETAILS
N.T.S.	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

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Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
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8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

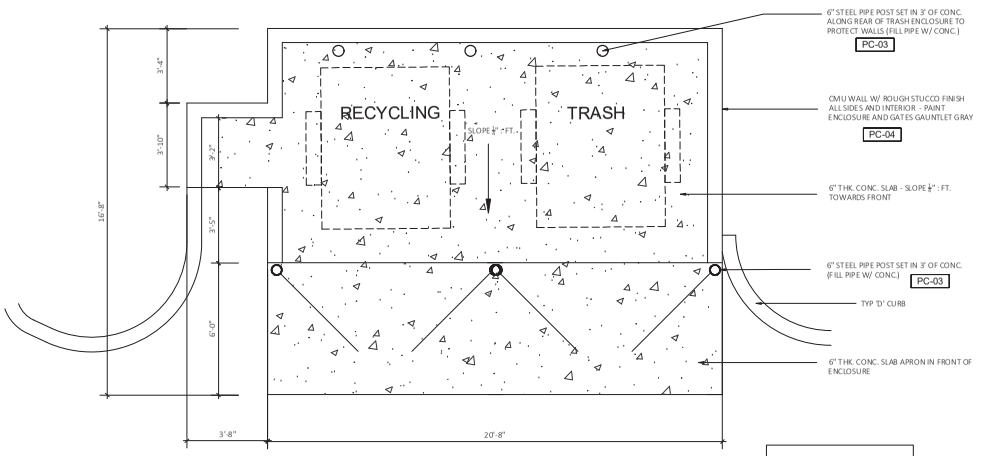
DRAWING TITLE
SITE PLAN DETAILS

Prog./Revisions
R 06.18.26

SEAL
Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 17:57:42 -04'00'
RICHARD A. BERRIE

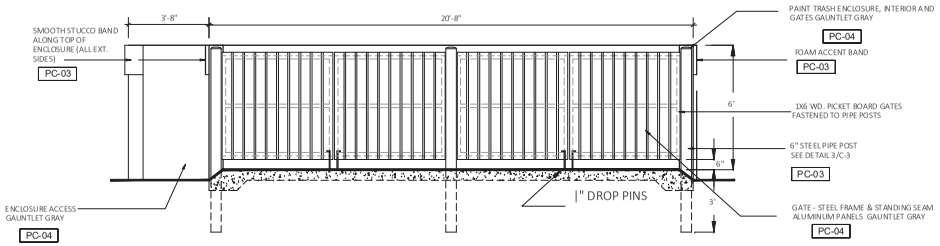
DATE: 10/23/24
Proj. No. 2308
Dwg. No. C-2
Sheet 8 of 5 sheets

858

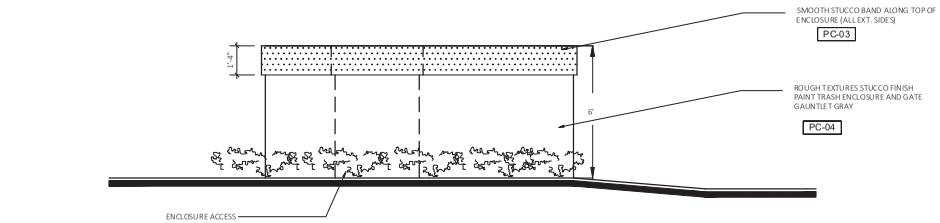


ENCLOSURE PLAN

PROVIDE HOSE BIBB FOR ENCLOSURE WASH DOWN AND TIE DRAIN INTO GREASE INTERCEPTOR



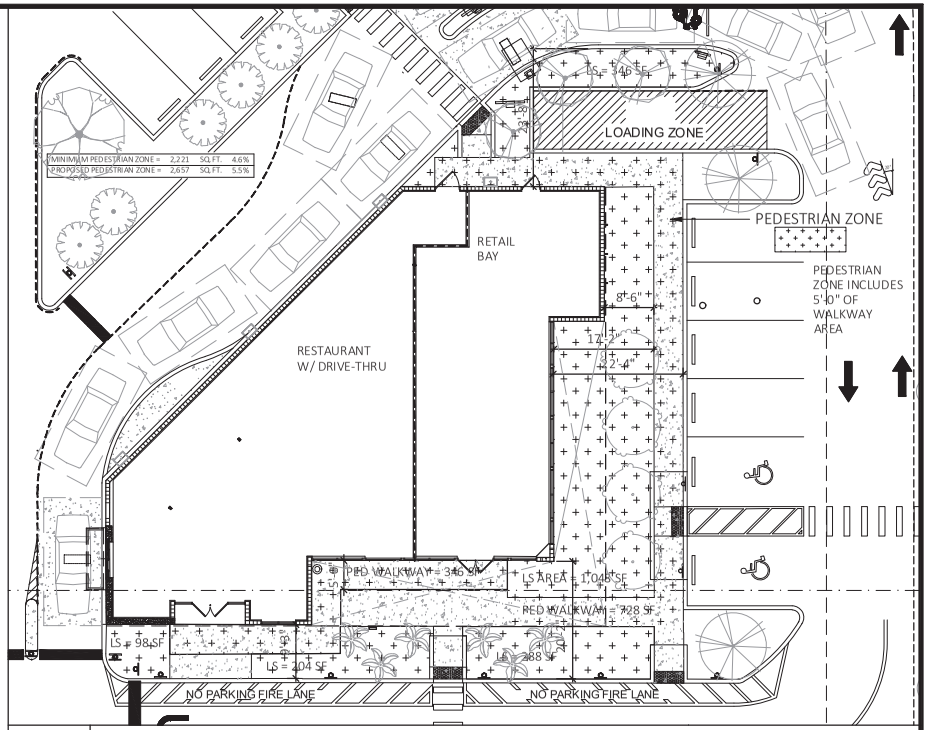
FRONT ELEVATION



SIDE ELEVATION

1	TRASH ENCLOSURE
3/8"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.



2	PEDESTRIAN ZONE DEPTH
N.T.S.	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



3	BOLLARD DETAIL
1"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



SUNCAST COMMERCIAL OUTDOOR TRASH CAN

MTCSQ300
30 GALLON
BLACK METAL
24" W x 48" H

4	TRASH CAN DETAIL
N.T.S.	

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RICHARD A. BERRIE, ARCHITECT

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Date: 2026.09.23 17:58:11

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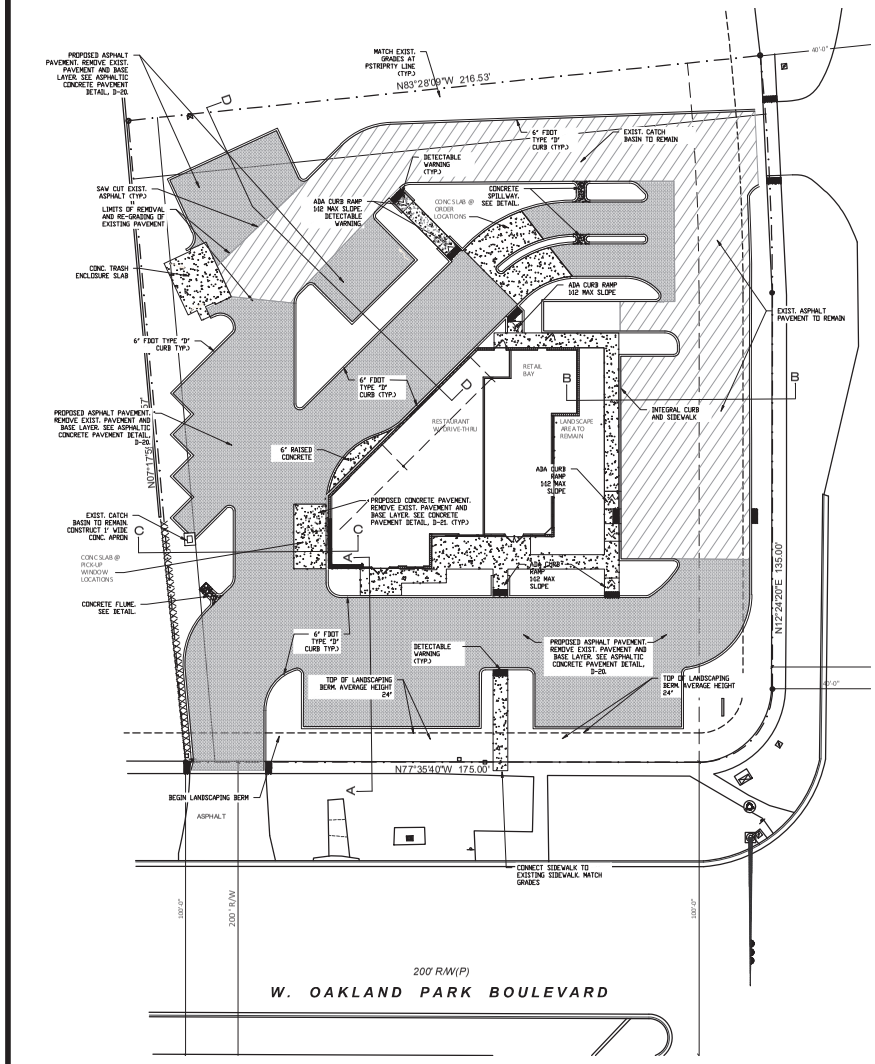
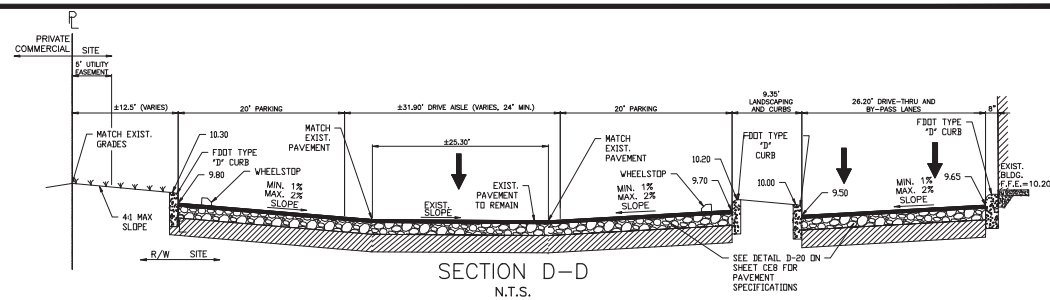
859





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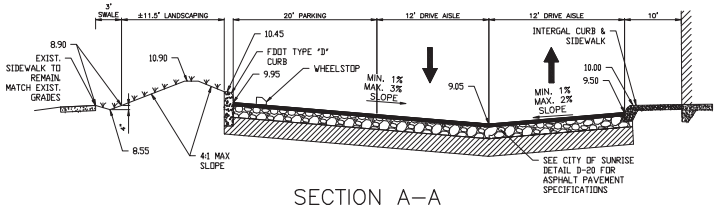

SECTION A–A
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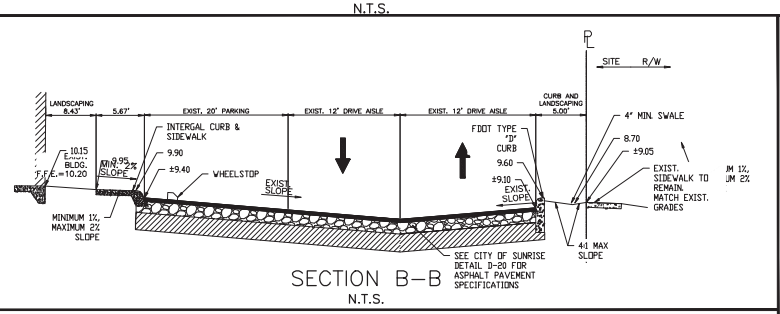
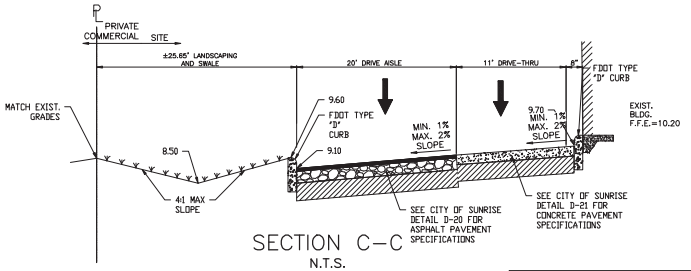


SECTION B–B
N.T.S.

LEGEND

- PROPOSED CONC. PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- EXISTING ASPHALT PAVEMENT TO REMAIN
- ADA DETECTABLE WARNING
- PSTRIPRTY LINE
- BERM CONTOURS



SECTION C–C
N.T.S.

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1	SITE CONCRETE / ASPHALT ALTERATIONS
1"=20'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

2	SITE SECTIONS
VARIES	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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Prog./Revisions
R 06.18.26

Richard A Berrie — Digitally signed by Richard A Berrie Date: 2026.09.25 17:58:37 -04'00'
RICHARD A. BERRIE, ARCHITECT

DATE: 10/23/24
Proj. No. 2308
Dwg. No. C-4
of 5 sheets

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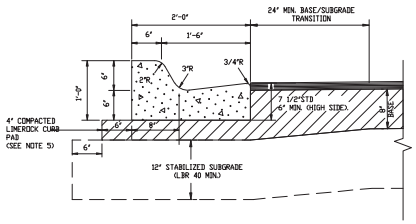


TYPE "F" CURB AND GUTTER

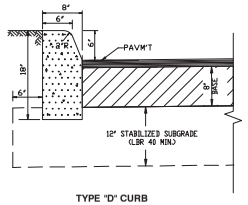
N.T.S.

CURB NOTES:

1. WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF TYPE "F" GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.
2. PROVIDE 1/4" WIDE CONTRACTION JOINT A MINIMUM OF 1-1/2" DEEP AND AT 10' SPACING MAXIMUM FOR ALL CURBS.
3. CONCRETE SHALL BE 3000 P.S.I. MIN. @ 28 DAYS.
4. FOR COMMUNITY DEVELOPMENT DEPARTMENT CAPITAL PROJECT DIVISION PROJECTS COST OF CURB PAD TO BE INCLUDED IN COST OF CURB.
5. COMPACT CURB PAD TO A DENSITY OF 98% OF AASHTO T-180 SPECIFICATION.

TYPE "F" CURB & GUTTER DETAILS D-12

NOT TO SCALE



TYPE "D" CURB

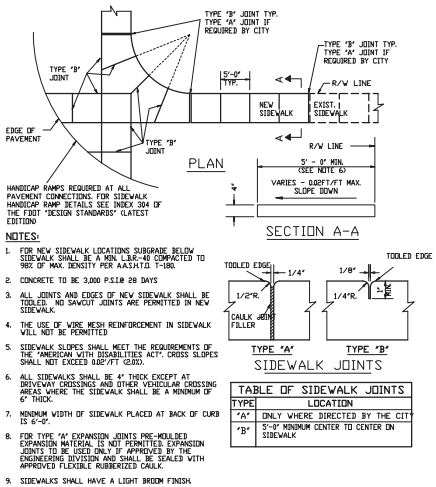
N.T.S.

CURB NOTES:

1. PROVIDE 1/4" WIDE CONTRACTION JOINT A MINIMUM OF 1-1/2" DEEP AND AT 10' SPACING MAXIMUM FOR ALL CURBS.
2. CONCRETE SHALL BE 3000 P.S.I. MIN. @ 28 DAYS.
3. TYPE "D" CURB FOR PARKING LOTS MAY BE INSTALLED AS "TRENCHED" D CURB WITH EXTRUDED TOP AT THE CONTRACTOR'S OPTION. TRENCHED CURB REQUIRES CITY TRENCH INSPECTION AND APPROVAL. EXTRUDED CURB MUST BE PLACED WITHIN 15 MINUTES OF PLACEMENT OF TRENCH CONCRETE. EXTRUDED CURB AND TRENCH CONCRETE SHALL BE MONOLITHIC.

TYPE "D" CURB DETAILS D-14

NOT TO SCALE



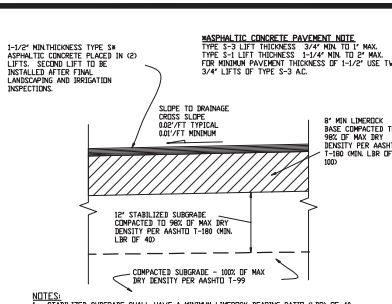
NOTES:

1. FOR NEW SIDEWALK LOCATIONS SUBGRADE BELOW SIDEWALK SHALL BE A MIN. LBR-40 COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
2. CONCRETE TO BE 3,000 P.S.I.@ 28 DAYS
3. ALL JOINTS AND EDGES OF NEW SIDEWALK SHALL BE TOOLED. NO SAWCUT JOINTS ARE PERMITTED IN NEW SIDEWALK.
4. THE USE OF WIRE MESH REINFORCEMENT IN SIDEWALK WILL NOT BE PERMITTED
5. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE "AMERICAN WITH DISABILITIES ACT". CROSS SLOPES SHALL NOT EXCEED 0.02"/FT (2.0%).
6. ALL SIDEWALKS SHALL BE 4" THICK EXCEPT AT DRIVEWAY CROSSINGS AND OTHER VEHICULAR CROSSING AREAS WHERE THE SIDEWALK SHALL BE A MINIMUM OF 6" THICK.
7. MINIMUM WIDTH OF SIDEWALK PLACED AT BACK OF CURB IS 6'-0".
8. FOR TYPE "A" EXPANSION JOINTS PRE-MOULDED EXPANSION MATERIAL IS NOT PERMITTED. EXPANSION JOINTS TO BE USED ONLY IF APPROVED BY THE ENGINEERING DIVISION AND SHALL BE SEALED WITH APPROVED FLEXIBLE RUBBERIZED CAULK.
9. SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	ONLY WHERE DIRECTED BY THE CITY
"B"	5'-0" MINIMUM CENTER TO CENTER ON SIDEWALK

SIDEWALK CONSTRUCTION DETAILS D-17

NOT TO SCALE

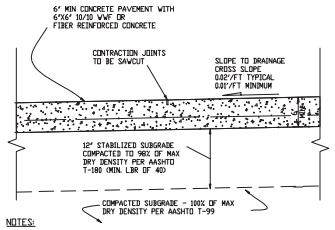


NOTES:

1. STABILIZED SUBGRADE SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40 AND IS REQUIRED FOR ALL NEW PAVEMENT CONSTRUCTION. ALL STABILIZED SUBGRADE SHALL BE STRING LINED FOR GRADE AND PASS ALL REQUIRED DENSITY TESTING PRIOR TO PLACEMENT OF LIMEROCK BASE. LIMEROCK BASE THICKNESS GREATER THAN 8" SHALL BE PLACED IN EQUAL LIFTS NOT EXCEEDING 6".
2. LIMEROCK BASE FOR ROADWAYS AND PARKING LOTS SHALL BE A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM. BASE THICKNESS GREATER THAN 8" SHALL BE PLACED IN EQUAL LIFTS NOT EXCEEDING 6".
3. PRIME COAT SHALL BE APPLIED TO ALL FINISHED LIMEROCK BASE SURFACES AFTER BOARDING AND DENSITY INSPECTIONS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS.
4. TACK COAT SHALL BE PLACED AS REQUIRED ON EXISTING ASPHALT SURFACES BEFORE APPLICATION OF AN OVERBUILD LAYER AND TO NEW SURFACES BETWEEN LIFTS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS.
5. FINAL PAVEMENT LIFT CANNOT BE PLACED UNTIL ALL PROJECT LANDSCAPING IS IN PLACE AND THE IRRIGATION SYSTEM IS INSTALLED AND APPROVED.

ASPHALTIC CONCRETE PAVEMENT DETAIL MINOR ROADWAYS AND PARKING LOTS D-20

NOT TO SCALE

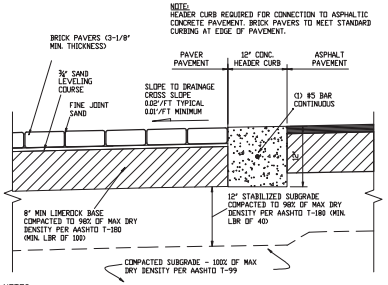


NOTES:

1. STABILIZED SUBGRADE SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40 AND IS REQUIRED FOR ALL NEW PAVEMENT CONSTRUCTION. ALL STABILIZED SUBGRADE SHALL BE STRING LINED FOR GRADE AND PASS ALL REQUIRED DENSITY TESTING PRIOR TO PLACEMENT OF CONCRETE PAVEMENT. ALL AREAS FOUND TO BE ABOVE OR BELOW THE DESIGN GRADE MUST BE CORRECTED AND REINSPECTED PRIOR TO CONCRETE PAVEMENT CONSTRUCTION
2. CONCRETE PAVEMENT SHALL ACHIEVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
3. DESIGN OF CONSTRUCTION, EXPANSION AND CONTRACTION JOINTS AND LOCATIONS SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER. DESIGN SHALL PROVIDE UNIFORM SPACING AND ACHIEVE CONTROLLED CRACKING. EXPANSION JOINTS ARE REQUIRED WHERE THE CONCRETE PAVEMENT MEETS CURBING.
4. ALL CONCRETE PAVEMENT SHALL BE CURED IN ACCORDANCE WITH FDOT SPECIFICATIONS AND SHALL HAVE A BROOM FINISH.
5. COLORED AND/OR STAMPED CONCRETE PAVEMENT WILL REQUIRE CITY APPROVAL OF BOTH THE COLOR AND STAMP PATTERN.
6. CONCRETE PAVEMENT SHALL BE SAWCUT ALONG ALL CITY OF SUNRISE EASEMENT LINES.
7. USE OF CONCRETE PAVEMENT TO BE APPROVED BY THE CITY OF SUNRISE.

CONCRETE PAVEMENT DETAIL MINOR ROADWAYS AND PARKING LOTS D-21

NOT TO SCALE



NOTES:

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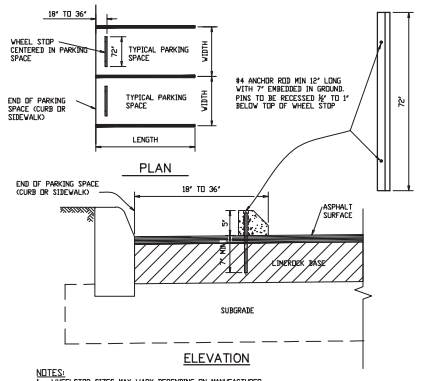
2. LIMEROCK BASE FOR ROADWAYS AND PARKING LOTS SHALL BE A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM. BASE THICKNESS GREATER THAN 8" SHALL BE INSTALLED IN EQUAL LIFTS NOT EXCEEDING 6".
3. BASE PRIME COAT WILL NOT BE REQUIRED FOR BRICK PAVER BASE.
4. SHOP DRAWING AND SUBMITTALS REQUIRED FOR THE PROPOSED PAVER MODULES, PAVER PATTERN, LEVELING SAND AND JOINT SAND MATERIALS. PAVERS SHALL BE LAID LEVEL TO ALL ADJACENT PAVERS AND TO THE FINISH GRADE WITH A TOLERANCE OF 1/4".
5. PAVER PAVEMENT SHALL BE PROTECTED FROM ALL TRAFFIC UNTIL COMPLETED AND APPROVED FOR USE BY THE CITY ENGINEERING DIVISION INSPECTOR.
6. USE OF BRICK PAVER PAVEMENT WILL REQUIRE APPROVAL BY THE CITY. APPROVAL SHALL INCLUDE LOCATION, COLOR AND PAVER PATTERN.

BRICK PAVER PAVEMENT DETAIL MINOR ROADWAYS AND PARKING LOTS D-22

NOT TO SCALE

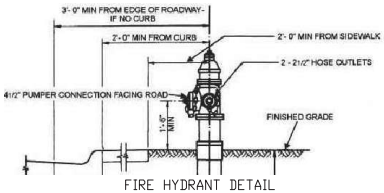


NOTES:

1. WHEELSTOP SIZES MAY VARY DEPENDING ON MANUFACTURER.
2. WHEELSTOPS SHALL BE UNPAINTED OR PAINTED WHITE OR YELLOW EXCEPT AT HANDICAP SPACES WHICH SHALL IN ALL CASES BE UNPAINTED.
3. ANCHOR RODS SHALL BE MINIMUM OF #4 REBAR, 12" LONG WITH 7" MINIMUM EMBEDMENT.
4. IN PAVER AREAS THE ANCHOR RODS SHALL BE A MINIMUM OF 18" LONG. HOLES SHALL BE PRE-DRILLED.
5. WHEELSTOPS ARE REQUIRED ON ALL ANGLED PARKING SPACES (EXCEPT PARALLEL SPACES) AND ALL PARKING SPACES LESS THAN 20 FEET IN LENGTH.
6. DISTANCE FROM END OF PARKING TO FACE OF WHEELSTOP SHALL BE THE SAME THROUGHOUT THE PROJECT.

WHEELSTOP DETAIL D-25

NOT TO SCALE



FIRE HYDRANT DETAIL

CITY OF SUNRISE STANDARD PAVING AND DRAINAGE DETAILS

NOTES:

1. CITY STANDARD DETAILS SHALL NOT BE MODIFIED IN ANY WAY. MODIFICATION OF THE DETAILS WILL RESULT IN REJECTION OF THE PLANS.
2. THE ENGINEER MAY REARRANGE THE DETAILS ON THE SHEET TO INCLUDE ONLY APPLICABLE DETAILS AND DELETE DETAILS NOT REQUIRED FOR THE PROJECT.
3. ENGINEER MAY ADD PROJECT NON-STANDARD DESIGN DETAILS AS REQUIRED TO SUPPLEMENT THE STANDARD DETAILS ON THESE SHEETS ON A SEPARATE PLAN SHEET(S). ALL NON-STANDARD AND SITE SPECIFIC DETAILS SHALL BE IDENTIFIED AS NOT CITY STANDARD.

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1 DRIVE THRU MENU SECTION

SCALE VARIES

AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND ODIES THEREOF FURNISHED BY THE ARCHITECT ARE TO BE USED ONLY FOR THIS PROJECT AND NOT TO BE USED ON ANY OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ARCHITECT OR ENGINEER. BY USE OF THE DRAWING FOR CONSTRUCTION OF THE PROJECT, THE CONTRACTOR ACCEPTS THE ACCURACY OF THE INFORMATION SHOWN ON THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. THE CONTRACTOR REPRESENTS THAT HE HAS VISITED THE SITE, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, VERIFIED FIELD DIMENSIONS, AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. MINIMUM FEE OF $100 PER EACH SHEET REVISED TO DOCUMENT UNAUTHORIZED "AS-BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SITE PLAN DETAILS

Prog./Revisions
R 06.18.26

PROGRESS PRINT. NOT FOR CONSTRUCTION. SUBJECT TO CHANGE PER OWNER PROGRAM AND GOVERNMENT REVIEW AND REGULATIONS WITHOUT NOTICE.

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 [illegible]
RICHARD A. BERRIE
[illegible]

DATE: 10/23/24
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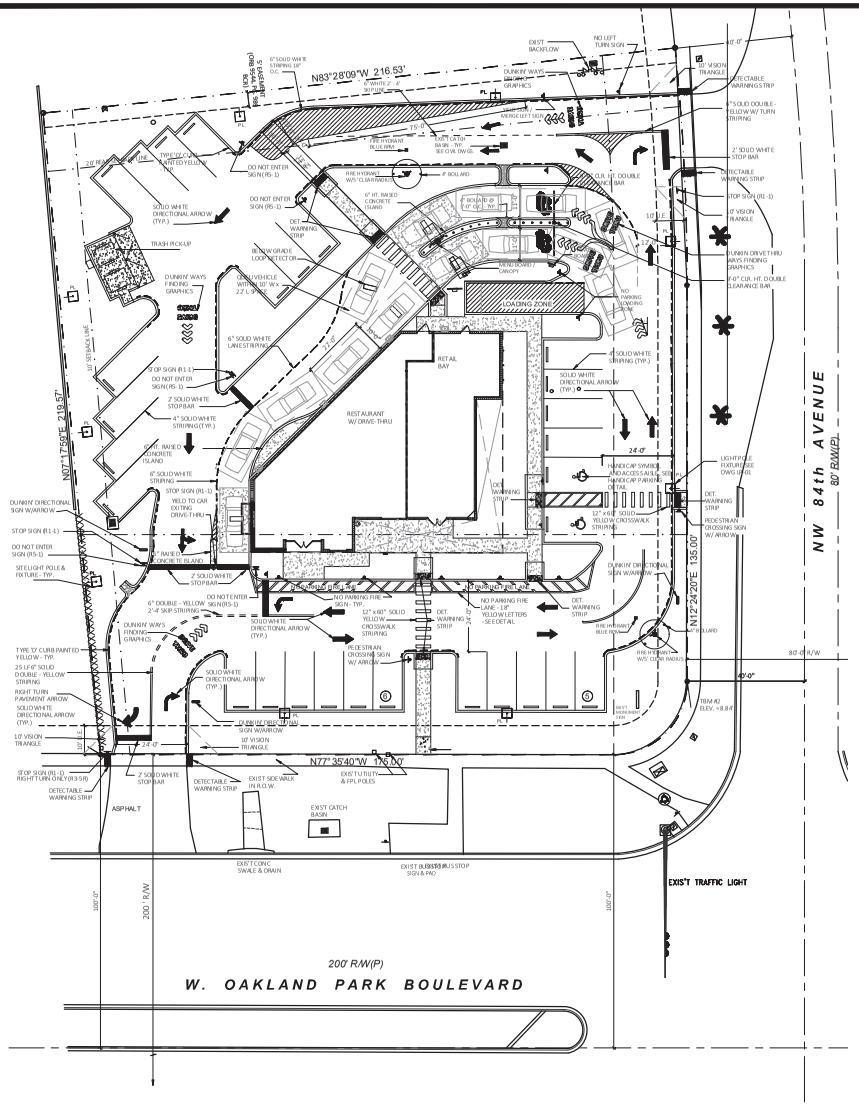
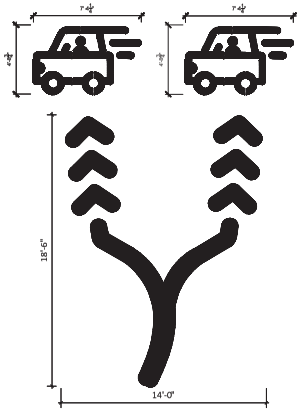


1 | PAVEMENT MARKINGS PLAN

1"=20'-0" | NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



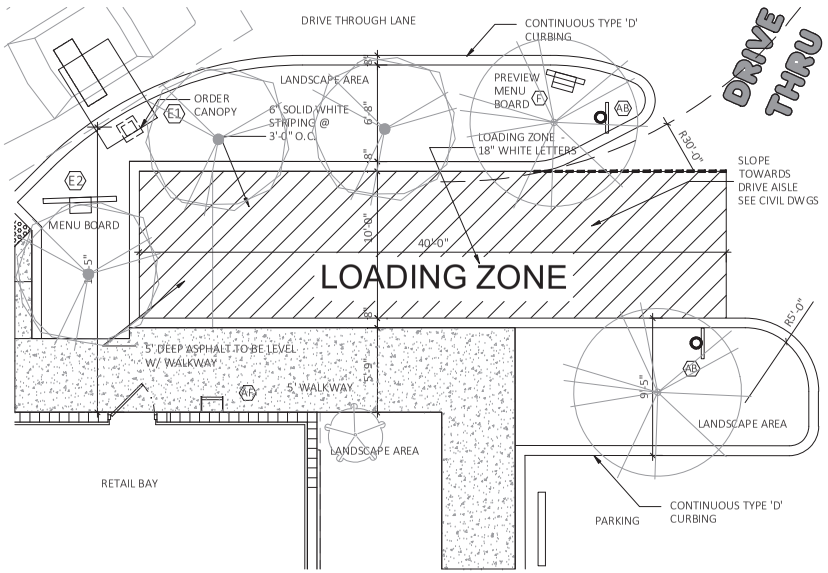
ALL DUNKIN' GRAPHICS TO BE PAINTED WHITE

2 | DUNKIN' SITE GRAPHICS

N.T.S. | NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

PAVEMENT MARKING NOTES:

1. ALL STRIPPING AND PAVEMENT MARKINGS LEADING TO RIGHT-OF-WAY MUST BE THERMOPLASTIC.
2. ALL STRIPPING LEADING TO RIGHT-OF-WAY MUST BE HIGH INTENSITY.
3. ALL TRAFFIC SIGNAGE AND PAVEMENT MARKINGS TO BE PROVIDED ON THE SITE IN CONFORMANCE WITH 'BCTE' AND 'MUTCD' STANDARDS.



3 | LOADING SPACE

1/4"=1'-0" | NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

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Delray Beach, FL. 33446
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E-MAIL berrie@berriedesign.com
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SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
PAVEMENT MARKING / SIGNAGE PLAN

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R 06.18.26

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Digitally signed by Richard A Berrie
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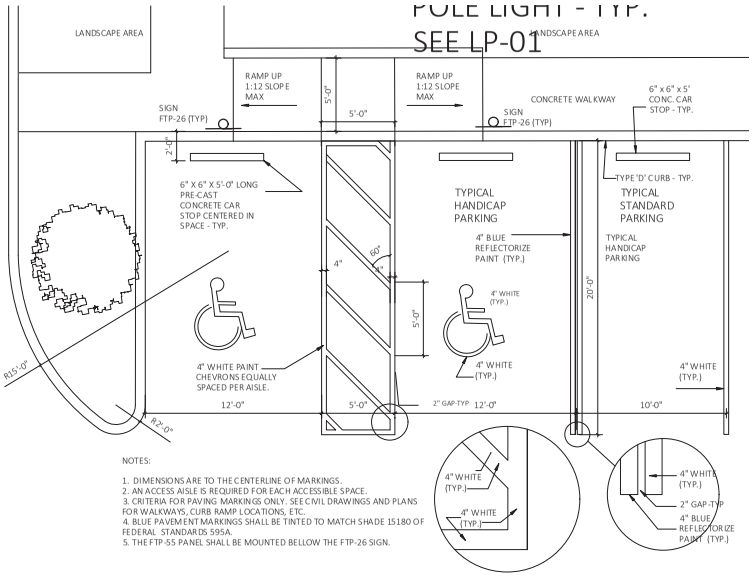
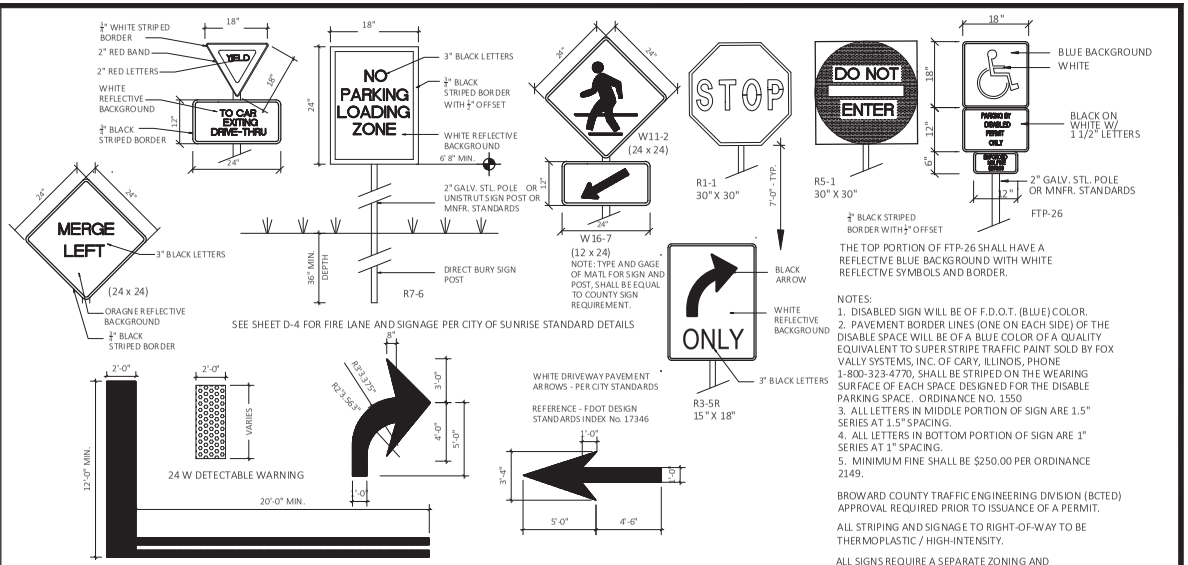


1

1/4"=1'-0"

ACCESSIBLE PARKING SPACES

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



THE TOP PORTION OF FTP-26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOLS AND BORDER.

NOTES:
1. DISABLED SIGN WILL BE OF F.D.O.T. (BLUE) COLOR.
2. PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE DISABLE SPACE WILL BE OF A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX VALLY SYSTEMS, INC. OF CARY, ILLINOIS, PHONE 1-800-323-4770, SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE DESIGNED FOR THE DISABLE PARKING SPACE. ORDINANCE NO. 1550
3. ALL LETTERS IN MIDDLE PORTION OF SIGN ARE 1.5" SERIES AT 1.5" SPACING.
4. ALL LETTERS IN BOTTOM PORTION OF SIGN ARE 1" SERIES AT 1" SPACING.
5. MINIMUM FINE SHALL BE $250.00 PER ORDINANCE 2149.

BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (BCTED) APPROVAL REQUIRED PRIOR TO ISSUANCE OF A PERMIT.

ALL STRIPING AND SIGNAGE TO RIGHT-OF-WAY TO BE THERMOPLASTIC / HIGH-INTENSITY.

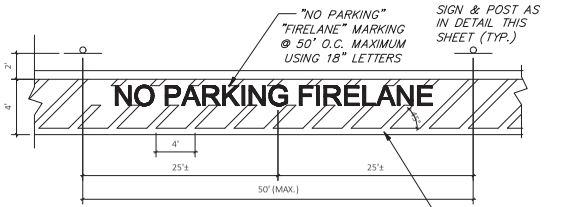
ALL SIGNS REQUIRE A SEPARATE ZONING AND BUILDING PERMIT.

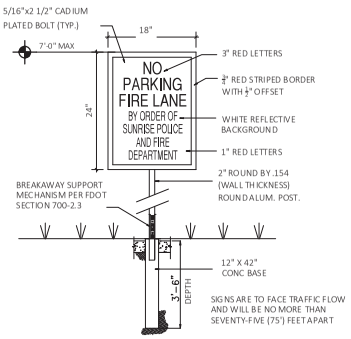
2

N.T.S.1'-0"

DETAILS

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"





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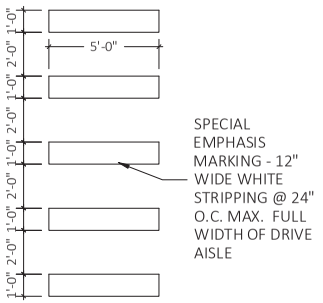
N.T.S.

FIRE LANE DETAILS

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

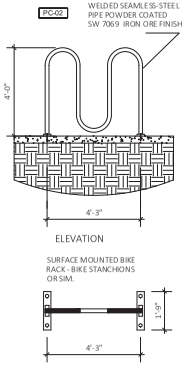


4

N.T.S.

CROSS WALK DETAIL

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



5

N.T.S.

BICYCLE RACK DETAIL

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

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DRAWING TITLE
PARKING + SIGNAGE DETAILS

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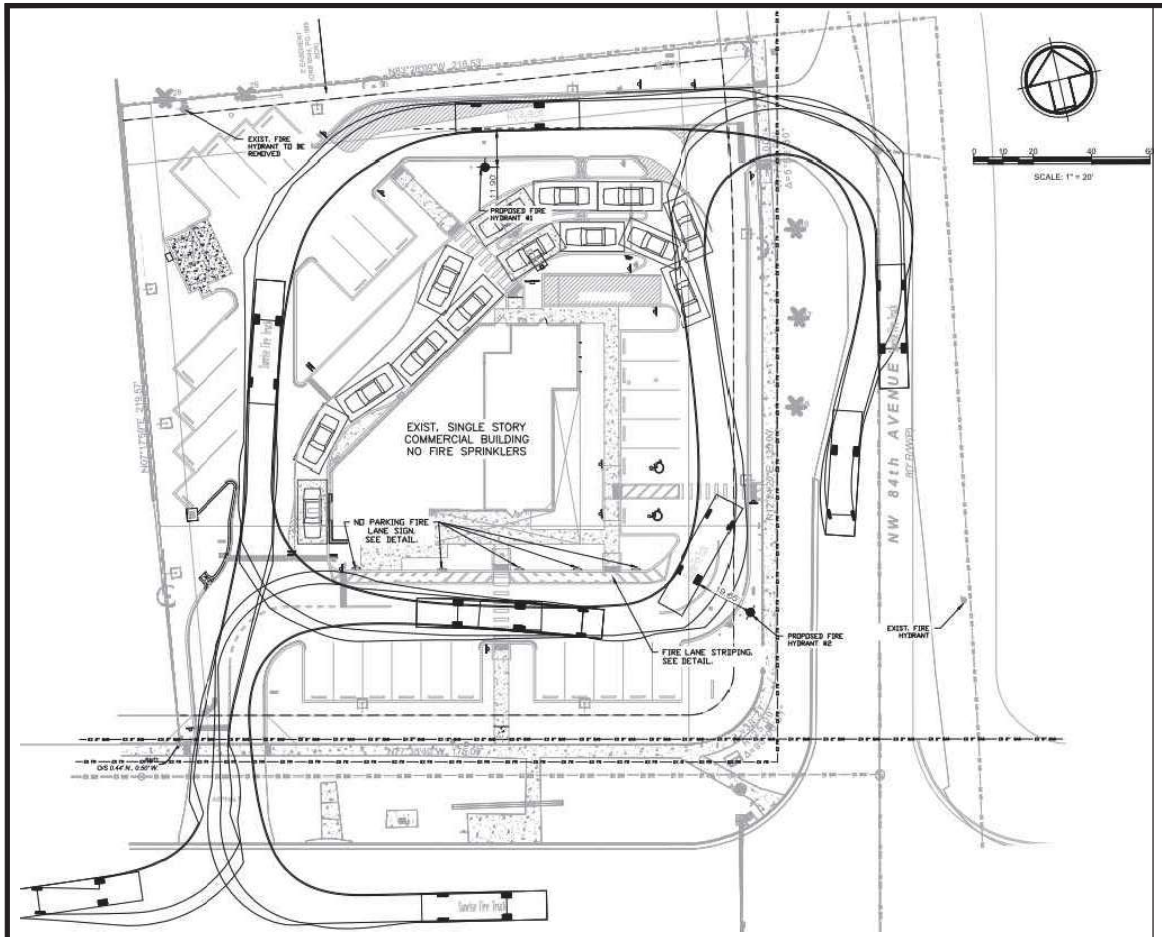

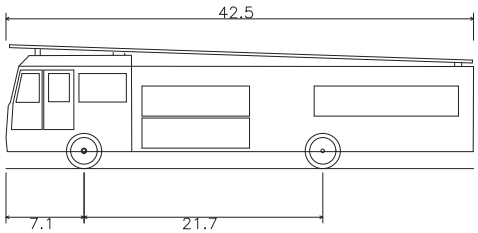

Sunrise Fire Truck	
Overall Length	42.500ft
Overall Width	9.920ft
Overall Body Height	11.250ft
Min Body Ground Clearance	1.538ft
Track Width	9.160ft
Lock-to-lock time	6.00s
Max Wheel Angle	40.00°

FIRE TRUCK DIMENSIONS

GENERAL NOTES

1. EXISTING COMMERCIAL BUILDING NOT SPRINKLERED.
2. BLUE REFLECTIVE FIRE DEPARTMENT CONNECTION LOCATION MARKERS SHALL BE PLACED ON THE ACCESS ROADS IN FRONT OF ALL FIRE HYDRANTS.

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

1	VEHICLE TURNING RADIUS PLAN (AUTO TURN)	2	TRUCK DIMENSIONS
1"=20'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"	1/4"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

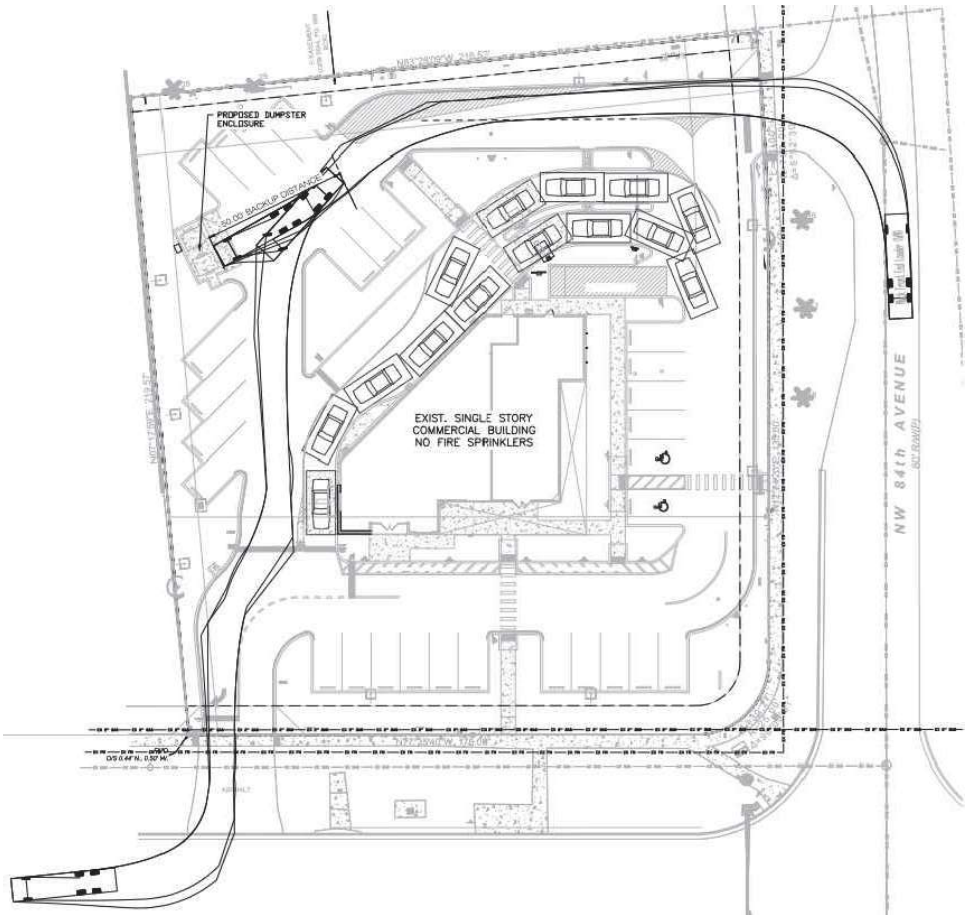
DUNKIN'
PC# 363256 'NEXT GEN'

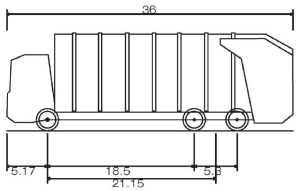
DRAWING TITLE
FIRE TRUCK TURNING RADIUS PLAN

Prog./Revisions
R 06.18.26

SEAL
Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 [illegible]

DATE: 10/23/24
Proj. No. 2308
Dwg. No. D-3
of 5 sheets





Mack Front End Loader (WM)	
Overall Length	36.000ft
Overall Width	8.000ft
Overall Body Height	12.272ft
Min Body Ground Clearance	0.961ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	38.000ft

SOLID WASTE TRUCK DIMENSION

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

LEAVE BLANK - FOR CITY USE ONLY

1 — VEHICLE TURNING RADIUS PLAN (AUTO TURN)
1"=20'-0"
NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

2 — TRUCK DIMENSIONS
1/4"=1'-0"
NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

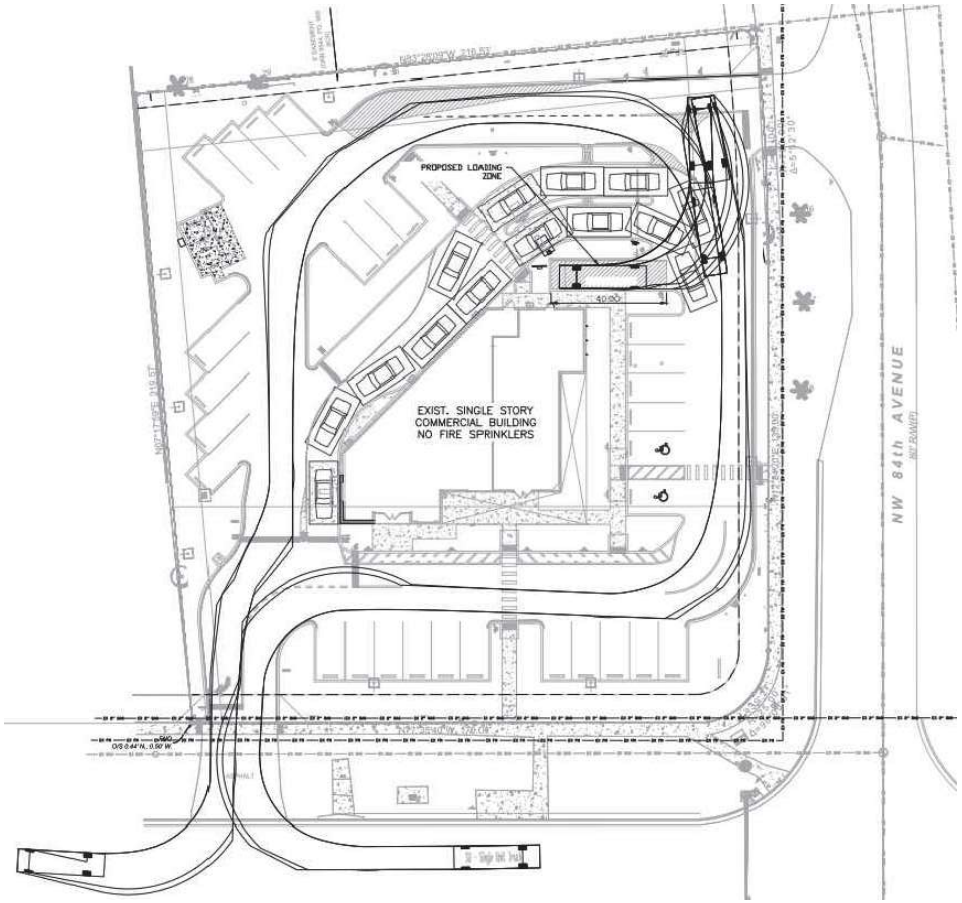
DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SOLID WASTE TRUCK TURNING RADIUS PLAN

Prog./Revisions

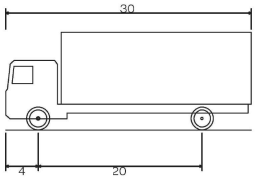
SEAL
Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 18:01:14
RICHARD A BERRIE

DATE: 01/05/26
Proj. No. 2308
Dwg. No. D-4
of 5 sheets



1 | 1"=20'-0" | NORTH | VEHICLE TURNING RADIUS PLAN (AUTO TURN)

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



SU - Single Unit Truck	
Overall Length	30.000ft
Overall Wicth	8.000ft
Overall Bocy Height	11.881ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	42.000ft

2 | 1/4"=1'-0" | TRUCK DIMENSIONS

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

LOADING TRUCK DIMENSIONS

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

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DRAWING TITLE
LOADING TRUCK TURNING RADIUS PLAN

Prog./Revisions

SEAL
Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 16:01:55 -04'00'

DATE: 01/05/26
Proj. No. 2308
Dwg. No. D-5
of 5 sheets

PLOTTED BY BERRIE

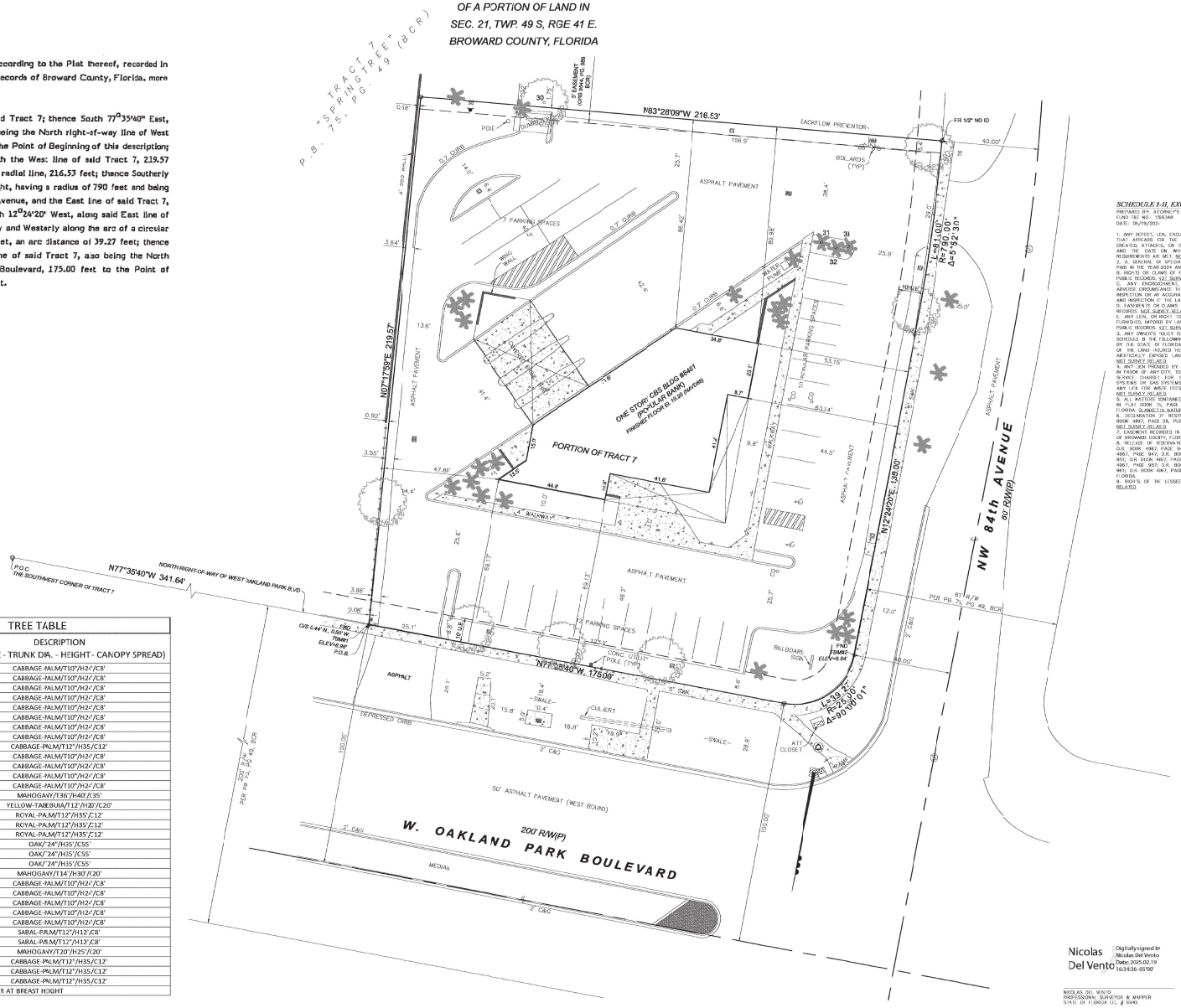
MAP OF ALTA / NSPS LAND TITLE SURVEY

OF A PORTION OF LAND IN
SEC. 21, TWP. 49 S, RGE 41 E.
BROWARD COUNTY, FLORIDA

CERTIFICATE OF AUTHORIZATION #LB-6803
Survey Pros, Inc.
4348 SW 74TH AVENUE, MIAMI, FL 33155
PH: (305) 767-6802 (main)
MIAM-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
WWW.SURVEY-PROS.COM

All that part of Tract 7, SPRINGTREE, according to the Plat thereof, recorded in Plat Book 75, at Page 49, of the Public Records of Broward County, Florida. more particularly described as follows:

Beginning at the Southwest corner of said Tract 7; thence South 77°35'40" East, along the South line of said Tract 7, also being the North right-of-way line of West Oakland Park Boulevard, 341.64 feet to the Point of Beginning of this description; thence North 07°17'59" East, parallel with the West line of said Tract 7, 219.57 feet; thence South 83°28'09" East, along a radial line, 216.53 feet; thence Southerly along the arc of a circular curve to the right, having a radius of 790 feet and being the West right-of-way line of N.W. 84th Avenue, and the East line of said Tract 7, an arc distance of 81.00 feet; thence South 12°24'20" West, along said East line of Tract 7, 135.00 feet; thence Southwesterly and Westerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 39.27 feet; thence North 77°35'40" West, along the South line of said Tract 7, also being the North right-of-way line of West Oakland Park Boulevard, 175.00 feet to the Point of Beginning. Containing 48,188.73 square feet.



TREE TABLE

TREE#	DESCRIPTION (TREE NAME - TRUNK DIA. - HEIGHT - CANOPY SPREAD)
1	CABBAGE-PALM/T10"/H24'/C8'
2	CABBAGE-PALM/T10"/H24'/C8'
3	CABBAGE-PALM/T10"/H24'/C8'
4	CABBAGE-PALM/T10"/H24'/C8'
5	CABBAGE-PALM/T10"/H24'/C8'
6	CABBAGE-PALM/T10"/H24'/C8'
7	CABBAGE-PALM/T10"/H24'/C8'
8	CABBAGE-PALM/T10"/H24'/C8'
9	CABBAGE-PALM/T12"/H35/C12'
10	CABBAGE-PALM/T10"/H24'/C8'
11	CABBAGE-PALM/T10"/H24'/C8'
12	CABBAGE-PALM/T10"/H24'/C8'
13	CABBAGE-PALM/T10"/H24'/C8'
14	MAHOGANY/T36'/H40'/C35'
15	YELLOW-TABEBUIA/T12'/H20'/C20'
16	ROYAL-PALM/T12"/H35'/C12'
17	ROYAL-PALM/T12"/H35'/C12'
18	ROYAL-PALM/T12"/H35'/C12'
19	OAK/"24"/H35'/C55'
20	OAK/"24"/H35'/C55'
21	OAK/"24"/H35'/C55'
22	MAHOGANY/T14"/H30'/C20'
23	CABBAGE-PALM/T10"/H24'/C8'
24	CABBAGE-PALM/T10"/H24'/C8'
25	CABBAGE-PALM/T10"/H24'/C8'
26	CABBAGE-PALM/T10"/H24'/C8'
27	CABBAGE-PALM/T10"/H24'/C8'
28	SABAL-PALM/T12"/H12'/C8'
29	SABAL-PALM/T12"/H12'/C8'
30	MAHOGANY/T20'/H25'/C20'
31	CABBAGE-PALM/T12"/H35/C12'
32	CABBAGE-PALM/T12"/H35/C12'
33	CABBAGE-PALM/T12"/H35/C12'

TREE TRUNK DIAMETER GATHER AT BREAST HEIGHT

LEGEND

ABBREVIATIONS:
A – ARC DISTANCE
ASPH – ASPHALT PAVEMENT
BCR – BROWARD COUNTY RECORDS
BLDG – BUILDING
BM – BENCH MARK
BRG – BASIS OF BEARINGS
CBS – CONCRETE BLOCK & STUCCO
CBW – CATCH BASIN
C&G – CURB & GUTTER
CLF – CHAIN LINK FENCE
CM – CALCULATED
DCL – DRAINAGE EASEMENT
D.M.E. – DRAINAGE & MAINTENANCE EASEMENT
D – DEED
D/W – DRIVEWAY
ELEC – ELECTRIC BOX
EP – EDGE OF PAVEMENT
ENC – ENCROACHMENT
EW – EDGE OF WATER
FDH – FOUND DRILL HOLE
FIP – FOUND IRON PIPE
FIP – FOUND IRON PIPE (NO ID)
FIR – FOUND IRON ROD (NO ID)
FN – FOUND NAIL (NO ID)
F.P.L. – FLORIDA POWER & LIGHT TRANSFORMER PAD
L.E. – LANDSCAPE EASEMENT
L.M.E. – LAKE MAINTENANCE EASEMENT
(M) – MEASURED
M.D.R. – MIAMI-DADE COUNTY RECORDS
M.H. – MANHOLE
M.M. – MONUMENT LINE
(P) – PLAT
PB – PLAT BOOK
PCP – PERMANENT CONTROL POINT
PCP – PERMANENT REFERENCE MONUMENT
PE – POOL EQUIPMENT PAD
PI – POINT OF INTERSECTION
PL – PLANTER
POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
PRC – POINT OF REVERSE CURVATURE
PRM – PERMANENT REFERENCE MONUMENT
PT – POINT OF TANGENCY
R – RADIUS DISTANCE
(R) – RADIAL
R/W – RIGHT OF WAY
RES – RESIDENCE
SET – SET NAIL & DISK LB#6803
SIR – SET IRON ROD
S/L – SURVEY TIE LINE
TYP – TYPICAL
UP – UTILITY POLE
U.E. – UTILITY EASEMENT
W/F – WOOD FENCE

SYMBOLS:
– TELEPHONE RISER
– CABLE TV RISER
– ELECTRIC RISER
X 0.00 – ELEVATION
(00') – ORIGINAL LOT DISTANCE
Δ – CENTRAL ANGLE
℄ – CENTER LINE
– WATER VALVE
– CURB INLET
– FIRE HYDRANT
– LIGHT POLE
– CATCH BASIN
– UTILITY POLE
– DRAINAGE MANHOLE
– SEWER MANHOLE
– METAL FENCE
– CHAIN LINK FENCE
– DRAIN LINE FENCE
– EASEMENT
– RESIDENTIAL LINE
– OVERHEAD UTILITY LINE
– PROPERTY LOT LINE
ASPHALT CONCRETE PAVERS/ BRICK TILES CONCRETE AREA

GRAPHIC SCALE
20 0 10 20
1"=20'

SCHEDULE I-II, EXCEPTIONS:
PREPARED BY: ATTORNEY'S TITLE FUND SERVICES, INC.
FUND FILE NO.: 1586348
DATE: 06/19/2020

1. ANY DEFECT, LEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE SATISFIED OR WITHDRAWN.
B. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2024 AND SUBSEQUENT YEARS. NOT SURVEY RELATED
B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. GET SURVEY RELATED
C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. SEE ENCROACHMENT NOTES
D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. NOT SURVEY RELATED
E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. GET SURVEY RELATED
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDARIES THEREOF, THE WATERS THEREOF AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. NOT SURVEY RELATED
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SEWER CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN, AND ANY LIEN FOR WATER FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. NOT SURVEY RELATED
5. ALL MATTERS CONTAINED ON THE PLAT OF SPRINGTREE, AS RECORDED IN PLAT BOOK 75, PAGE 49, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BLANKET IN NATURE
6. DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED IN O.R. BOOK 4867, PAGE 28, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. NOT SURVEY RELATED
7. EASEMENT RIGHTS RECORDED IN O.R. BOOK 9544, PAGE 989 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
8. RELEASE OF RESERVATION RECORDED IN O.R. BOOK 4867, PAGE 941; O.R. BOOK 4867, PAGE 943; O.R. BOOK 4867, PAGE 945; O.R. BOOK 4867, PAGE 947; O.R. BOOK 4867, PAGE 949; O.R. BOOK 4867, PAGE 951; O.R. BOOK 4867, PAGE 953; O.R. BOOK 4867, PAGE 955; O.R. BOOK 4867, PAGE 957; O.R. BOOK 4867, PAGE 959; O.R. BOOK 4867, PAGE 961; O.R. BOOK 4867, PAGE 963, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
9. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. NOT SURVEY RELATED

PROPERTY ADDRESS:
8401 W OAKLAND PARK BOULEVARD, SUNRISE, FL. 33351

FLOOD ZONE INFORMATION:
THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP IS/ WERE IN ZONE X, AND FLOOD ELEVATION N/A
COMMUNITY NAME & NUMBER SUNRISE, 125338
MAP & PANEL NUMBER 12011C0565 SUFFIX S

SURVEYOR'S NOTES:
1. ELEVATIONS WERE SHOWN WITH (D) THEN NORTH AMERICAN VERTICAL DATUM (NAVD 1988).
2. NO ATTEMPT HAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. BEARINGS ARE BASED ON THE PLAT AND IDENTICAL TO THE PARTICULARLY INDICATED DESCRIPTION AND IS NOT TRANSFERABLE TO ADJOINERS WITHOUT WRITTEN CONSENT OF THIS FIRM.
4. THE BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB# 6803.
5. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
6. DIMENSIONS ARE MEASURED UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
8. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON NCES. THE SOUTH LINE OF SUBMITTED PROPERTY BEARS N77°35'40"W.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTE.

CERTIFIED TO:
OAKLAND WS 11, INC.

REVISIONS:
09/16/2021 – UPDATED SURVEY (NO CHANGES). JOB#210907076
03/08/2022 – UPDATE TO ALTA SURVEY. JOB#220317727
04/11/2023 – UPDATE SURVEY. JOB#230419257
08/13/2024 – UPDATE SURVEY. JOB#240811412

Nicolas Del Vento
Digitally signed by Nicolas Del Vento
Date: 2025.02.19 16:34:36 -05'00'

NICOLAS DEL VENTO
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6645

SEAL

DATE OF ORIGINAL FIELD WORK: 06/16/20
JOB#: 20060691
DRAWN BY: PA/BJ
CAD FILE: OAKLAND WS 11 NC
SHEET 1 OF 1

Dwg. No. E-1

PLAT BOOK 75, PAGE 49

SHEET 1 OF 10 SHEETS

72-72666

spring tree

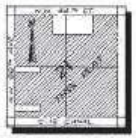
A SUBDIVISION IN SEC. 21, TWP. 49 S., RGE. 41 E.
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

DAVIS AND CRAVEN INC.
CIVIL ENGINEERS - LAND SURVEYORS
1699 E. OAKLAND PARK BLVD.
FORT LAUDERDALE, FLORIDA

NOTES:

- ANCHOR EASEMENT
- ——— ——— INDICATES UTILITY EASEMENT
- ——— ——— INDICATES DRAINAGE EASEMENT.
- ALL CORNER RADII ARE 25 FEET AND CORNER LOT DIMENSIONS ARE TO PT OF TANGENTS UNLESS OTHERWISE SHOWN
- ALL BEARINGS SHOWN ARE ASSUMED MERIDIAN
- ▲ INDICATES PERMANENT REFERENCE MONUMENT.
- 20' MAINTENANCE EASEMENT ALONG ALL INCLUDED WATERWAYS - MAINTENANCE & UTILITY EASEMENTS COMBINED WHERE SHOWN
- ● INDICATES PERMANENT CONTROL POINT.
- NO SEPTIC TANKS SHALL BE PERMITTED ON ANY LOT IN THIS SUBDIVISION
- NO INDIVIDUAL WELLS WILL BE PERMITTED WITHIN THIS SUBDIVISION, EXCEPT FOR SPRINKLER SYSTEMS, SWIMMING POOLS OR AIR CONDITIONERS
- THE OFFICIAL ZONING REGULATIONS NOW IN EFFECT OR AS THE SAME MAY BE FROM TIME TO TIME, CHANGED OR AMENDED APPLICABLE TO THE AREA WITHIN WHICH THIS SUBDIVISION IS LOCATED, SHALL BE OBSERVED
- THE FOLLOWING EASEMENTS SHOWN AND CONTAINED HEREON AS UTILITY, ANCHOR, DRAINAGE, AND CANAL MAINTENANCE, ARE RESERVED FOR THEIR STATED PURPOSES AND SHALL BE KEPT FREE OF PERMANENT CONSTRUCTIONS.
- NO TRACT, PARCEL OR PORTION OF THIS SUBDIVISION SHALL BE RESUBDIVIDED, EXCEPT UNDER THE PROVISIONS OF THE BROWARD COUNTY PLAT REGULATIONS

LOCATION SKETCH
SEC. 21, T49S, R41E



SCALE IN FEET (1 IN = 100 FT)
100 0 100 200 300 400

DESCRIPTION:

A portion of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 21, Township 49 S., Range 41 East of Tallahassee Meridian, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of said Section 21; thence N-0°08'58"-E, along the East line of said Section 21, a distance of 2703.71 feet to the Northeast corner of said Section 21; thence N-89°45'21"-W, along the North line of said Section 21, a distance of 1980.68 feet; thence S-0°58'38"-W, a distance of 975.33 feet; thence N-89°01'21"-W, a distance of 200.00 feet; thence N-0°58'38"-E, a distance of 975.33 feet to a point on the North line of said Section 21; thence N-89°01'21"-W, along said North line, a distance of 1289.54 feet to the Northwest corner of said Section 21; thence S-0°07'20"-W, along the West line of said Section 21, a distance of 1630.50 feet; thence S-89°01'56"-E, along the North line of Tract 48 of said Section 21, a distance of 2652 feet; thence S-0°01'04"-W, along the East line of said Tract 48, a distance of 2389.91 feet; thence N-89°01'-W, along the South line of said Tract 48, a distance of 1319.46 feet to a point on the West line of said Section 21; thence S-0°07'20"-W, along said West line, a distance of 1642.49 feet; thence S-88°59'22"-E, along the North line of Tract 42 of said Section 21, a distance of 1319.12 feet; thence S-0°04'-W, along the East line of said Tract 42, a distance of 2099.99 feet; thence N-88°58'57"-W, along the South line of said Tract 42, a distance of 1319.05 feet to a point on the West line of said Section 21; thence S-0°07'20"-W, along said West line, a distance of 2639.71 feet to the Southwest corner of said Section 21; thence S-88°58'57"-E, along the South line of said Section 21, a distance of 5278.94 feet to the Point of Beginning. Less road rights-of-way of record, said lands being in the City of Sunrise, Broward County, Florida.

CLERK OF THE CIRCUIT COURT:

STATE OF FLORIDA SS
COUNTY OF BROWARD

I, HEREBY CERTIFY that the attached plat complies with the provisions of the ACT TO REGULATE the MAKING OF SURVEYS AND PLANS FOR RECORD OF MAPS IN THE STATE OF FLORIDA approved by the Governor the 27th day of June, A.D. 1971.

This plat was accepted for record by the Board of Commissioners of Broward County, Florida, this 4th day of APRIL A.D. 1972

JACK WHEELER, CLERK OF THE CIRCUIT COURT

By: Edward A. Tucker, DEPUTY CLERK

This instrument filed for record this 26th day of APRIL A.D. 1972, and recorded in Book 75 of Plats at Page 49 of the Records verified.

JACK WHEELER, CLERK OF THE CIRCUIT COURT

By: Madeline Feldheuter, DEPUTY CLERK

COUNTY ENGINEER & CITY ENGINEER:

This plat of "SPRINGTREE" is hereby approved and accepted for record.

Robert Jennings 3-27-72
ALEX JENNINGS, P.E., CITY ENGINEER

John H. Gerren 4/26/72
JOHN H. GERREN JR. COUNTY ENGINEER, REG. NO. 6896

AREA PLANNING BOARD:

This is to certify that the Broward County Area Planning Board approved this plat with regard to dedication of rights-of-way for traffic ways by resolution adopted this 24th day of June A.D. 1971.

J. Merle Henderson
SECRETARY

CITY COUNCIL:

City Council's Approval. This is to certify that this plat has been approved and accepted for record by the Council of the City of Sunrise in and by resolution adopted by said Council this 13th day of March, A.D. 1972, and in accepting this plat all previous plats of said lands are hereby cancelled and superseded.

In witness whereof the said Council has caused these presents to be attested by its Clerk and the corporate seal to be affixed this 31st day of March A.D. 1972

ATTEST: Deborah Clark
CITY CLERK, CITY OF SUNRISE

By: C.E. Shine Jr.
COUNCIL PRESIDENT

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA SS
COUNTY OF BROWARD

I HEREBY CERTIFY that this plat is a true and correct representation of the lands surveyed and described hereon and the survey and plat were made under my responsible direction and supervision and that the survey data complies with all the requirements of Chapter 177 Florida Statutes.

The PRM's as shown on this plat have been set where indicated. The PCP's as shown on this plat will be set where indicated, within one year after the recording of this plat.

Hugh E. Davis
REG. LAND SURVEYOR NO. 1938, STATE OF FLORIDA

DEDICATION:

STATE OF FLORIDA SS
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS that POWELL BROTHERS INC., DOM INC., MARTIN FEDOVICH, JANIS HOMES INC. and THE METHODIST CHURCH DISTRICT BOARD OF MISSIONS AND CHURCH EXTENSIONS OF WEST PALM BEACH DISTRICT, INC., CORPORATIONS and INDIVIDUALS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, OWNERS OF THE LANDS DESCRIBED HEREON, AND HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF HOLLYWOOD, RICHARD I. DONNER AND RAYMOND TRACHT, TRUSTEE, and M.G.I.C. FINANCIAL CORP. and POWELL BROTHERS INC., OWNER'S AND HOLDERS OF CERTAIN MORTGAGES ON THE LANDS DESCRIBED HEREON, HAVE CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS THE MANNER HEREON SHOWN, SAID PLAT TO BE KNOWN AS "SPRINGTREE" THE DRIVES, AVENUES, BOULEVARD, CANALS, AND EASEMENTS SHOWN ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, POWELL BROTHERS INC. HAS CAUSED THESE presents to be signed by its PRESIDENT & SECRETARY this 8th day of December A.D. 1971.

WITNESS — J. S. Powell, Jr. PRESIDENT
WITNESS — George D. Bennett, Sec.

IN WITNESS WHEREOF DOM INC. HAS CAUSED THESE presents to be signed by its PRESIDENT AND SECRETARY this 1st day of FEBRUARY A.D. 1972

WITNESS — Wm. F. Turnbull, PRESIDENT
WITNESS — Charles F. Dunn, Jr. SEC.

IN WITNESS WHEREOF, I hereby set my hand, and affix my seal this 25th day of FEBRUARY A.D. 1972

WITNESS — Martin Fedovich

IN WITNESS WHEREOF, THE METHODIST CHURCH DISTRICT BOARD OF MISSIONS AND CHURCH EXTENSIONS OF WEST PALM BEACH DISTRICT, INC. HAS CAUSED THESE presents to be signed by its PRESIDENT AND SECRETARY, THIS 11TH DAY OF FEBRUARY, A.D. 1972

WITNESS — Rev. W. Lawrence Boyd, PRES.
WITNESS — Margaret S. Sheraton — Rev. Harry A. Morgan, Jr. SECRETARY

IN WITNESS WHEREOF HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF HOLLYWOOD AS MORTGAGEE, HAS CAUSED THE PRESENTS TO BE SIGNED BY ITS VICE PRES. AND SECRETARY, THIS 9TH DAY OF DEC. A.D. 1971

WITNESS — Vice Pres.
WITNESS — Secretary

IN WITNESS WHEREOF, We hereby set our hands and seals this 31st day of January A.D. 1972

WITNESS — Richard I. Donner, TRUSTEE
WITNESS — Raymond Tracht, TRUSTEE

IN WITNESS WHEREOF, M.G.I.C. FINANCIAL CORP. AS MORTGAGEE, HAS CAUSED these presents to be signed by its VICE PRESIDENT AND ASST. SECRETARY this 8th day of December A.D. 1971.

WITNESS — Vice President
WITNESS — Secretary

IN WITNESS WHEREOF JANIS HOMES INC. HAS CAUSED these presents to be signed by its PRESIDENT AND SECRETARY this 24 day of January A.D. 1972

WITNESS — President
WITNESS — Secretary

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, MARTIN FEDOVICH, and he acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal of Fort Lauderdale, Broward County, Florida, this 24 day of February A.D. 1972

My commission expires: March 6, 1976 — Notary Public

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF DADE

I HEREBY CERTIFY that on this day, personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, J.S. Powell, Jr. President and Secretary respectively of Powell Brothers, Inc. and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 8 day of December A.D. 1971

My commission expires: Dec. 14, 1973 — Notary Public

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF DADE

I HEREBY CERTIFY that on this day, personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, Wm. F. Turnbull President and Charles F. Dunn, Jr. Secretary respectively of DOM Inc. and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal of Miami, Florida, this 29 day of Feb. A.D. 1972

My commission expires: 8-24-75 — Notary Public

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, Rev. W. Lawrence Boyd President and Rev. Harry A. Morgan, Jr. Secretary respectively of the Methodist District Board of Missions and Church Extensions of West Palm Beach District, Inc. and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal at West Palm Beach, Palm Beach County, Florida, this 11th day of February A.D. 1972

My commission expires: Aug 9, 1973 — Notary Public

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, W. H. Conner - V.P. - Martha Robinson - Sec. respectively of Home Federal Savings and Loan Association of Hollywood, and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal at Hollywood, Broward County, Florida, this 9th day of December A.D. 1971

My commission expires: June 2, 1975 — Notary Public

ACKNOWLEDGEMENT:

STATE OF NEW YORK SS
COUNTY OF NEW YORK

I HEREBY CERTIFY that on this day, personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, Richard I. Donner and Raymond Tracht, Trustee, and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal at New York, New York, this 31st day of January A.D. 1972

My commission expires: — Notary Public

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, [illegible] President and [illegible] Secretary respectively of M.G.I.C. Financial Corp. and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal of Miami, this 8th day of December A.D. 1971

My commission expires: December 13, 1975 — Notary Public

ACKNOWLEDGEMENT:

STATE OF FLORIDA SS
COUNTY OF DADE

I HEREBY CERTIFY that on this day, personally appeared before me an officer duly authorized to administer oaths and take acknowledgements, Bernard Janis and Julian Dana President and Secretary respectively of Janis Homes Inc., and they acknowledged before me the execution of the foregoing plat and instrument of dedication for the purposes and uses therein expressed.

WITNESS my hand and official seal of Miami, Dade County, Florida, this 24 day of February A.D. 1972

My commission expires: December 13, 1975 — Notary Public

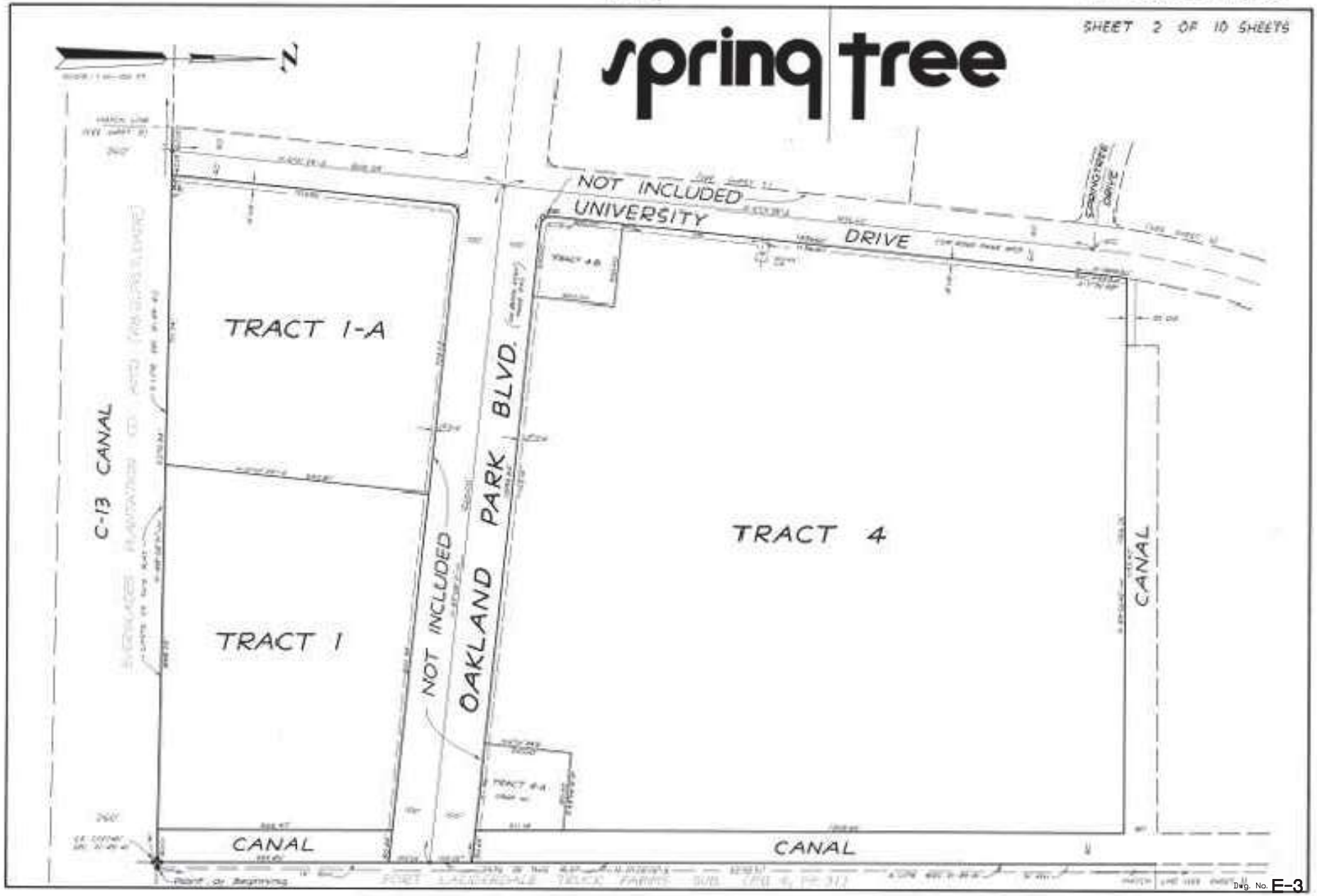
Dwg. No. E-2

888

PLAT BOOK 75, PAGE 49

SHEET 2 OF 10 SHEETS

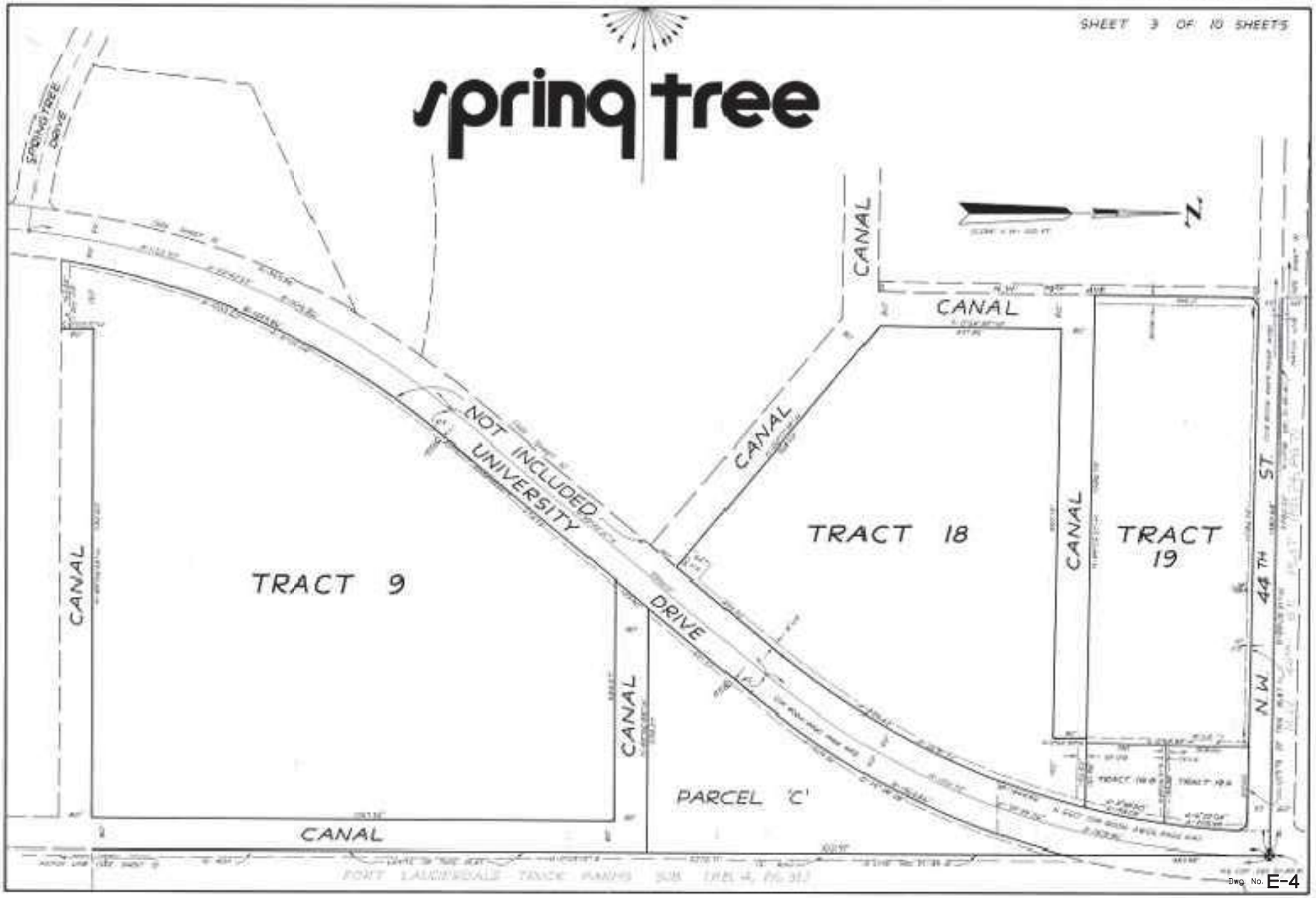
spring tree



Dwg. No. E-3

PLAT BOOK 75, PAGE 49

SHEET 3 OF 10 SHEETS



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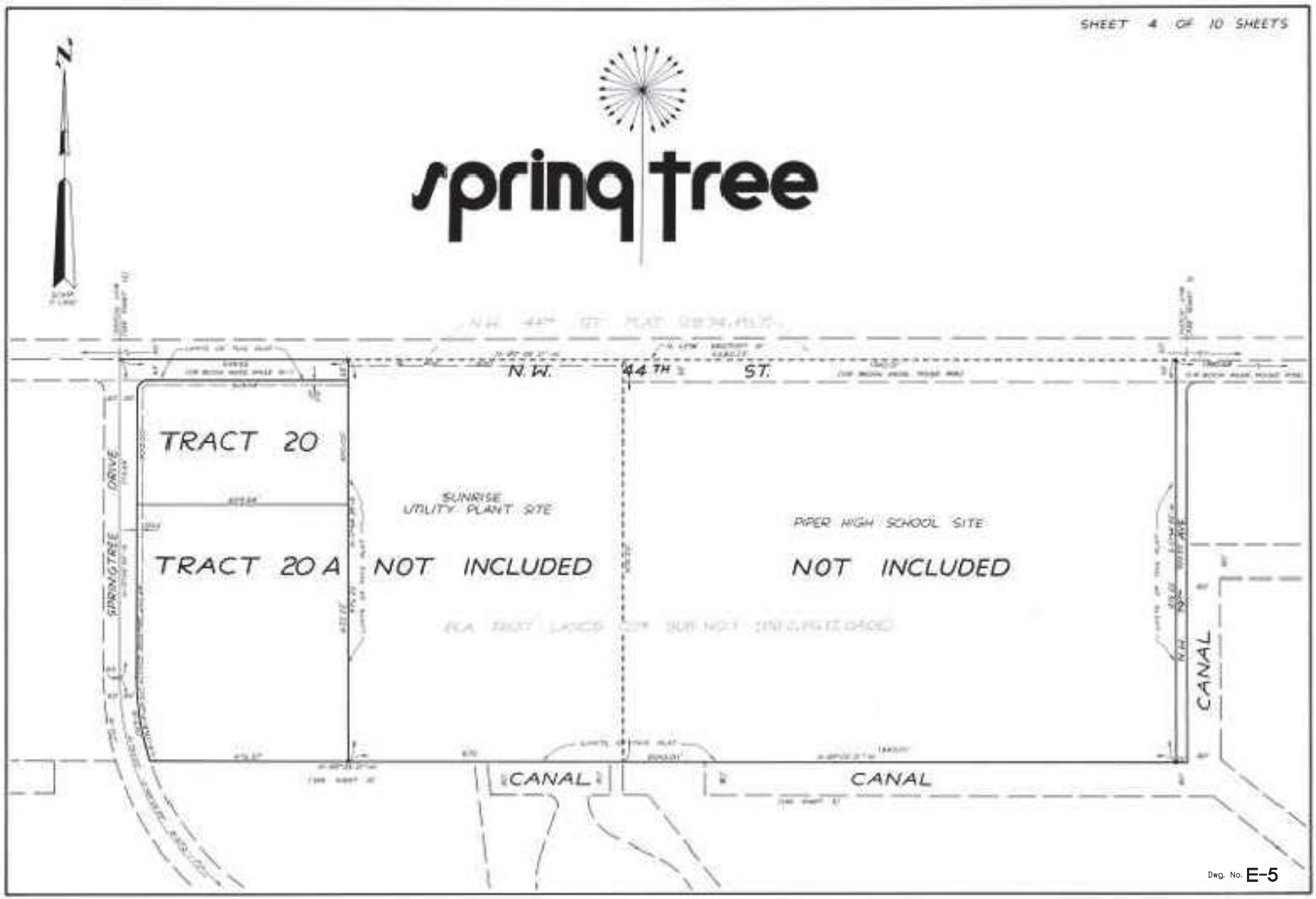
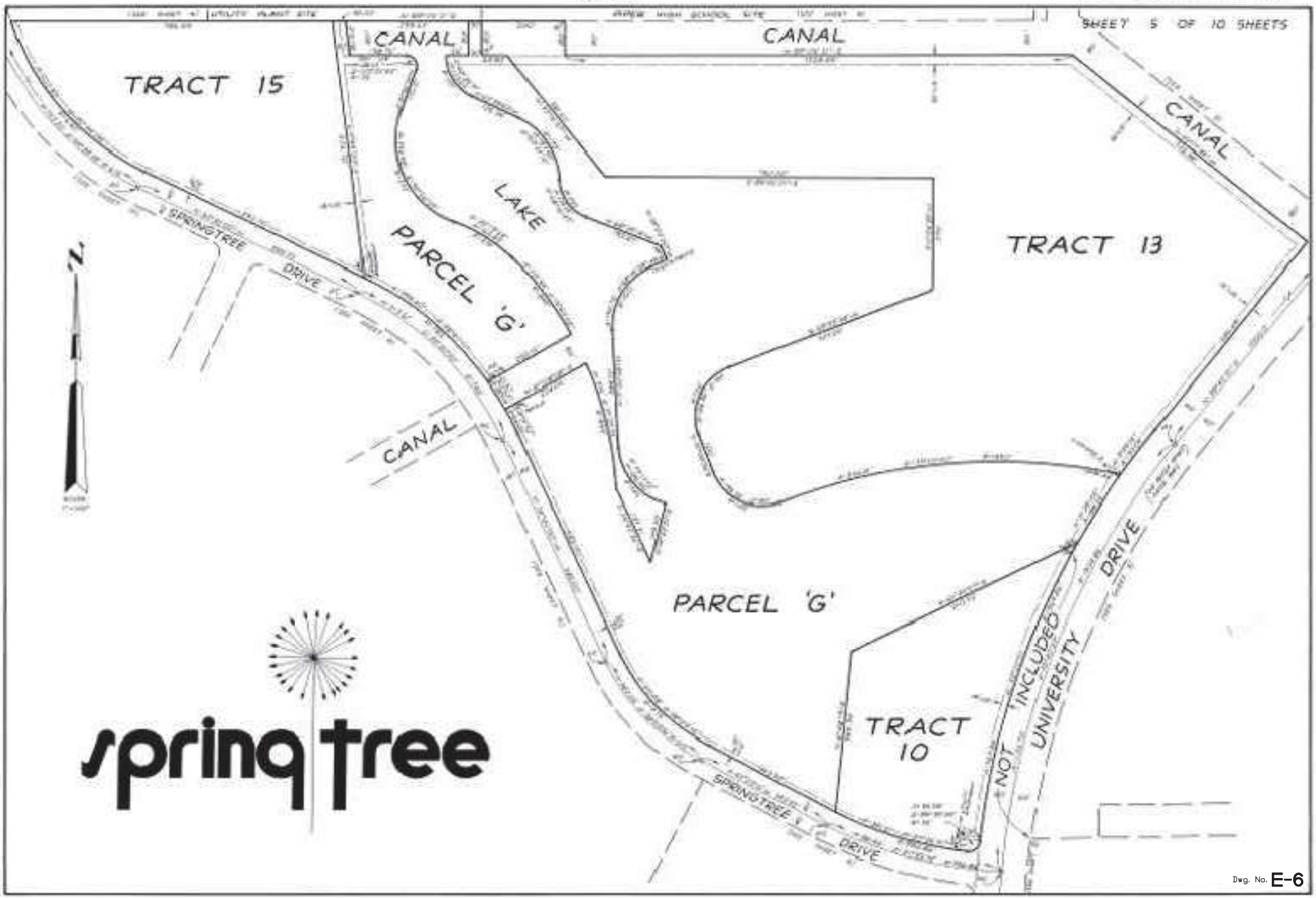

N
spring tree
N.W. 44TH ST.
TRACT 20
TRACT 20 A
NOT INCLUDED
SUNRISE UTILITY PLANT SITE
PIPER HIGH SCHOOL SITE
NOT INCLUDED
SPRINGTREE DRIVE
CANAL
CANAL
CANAL

Dwg. No. E-5

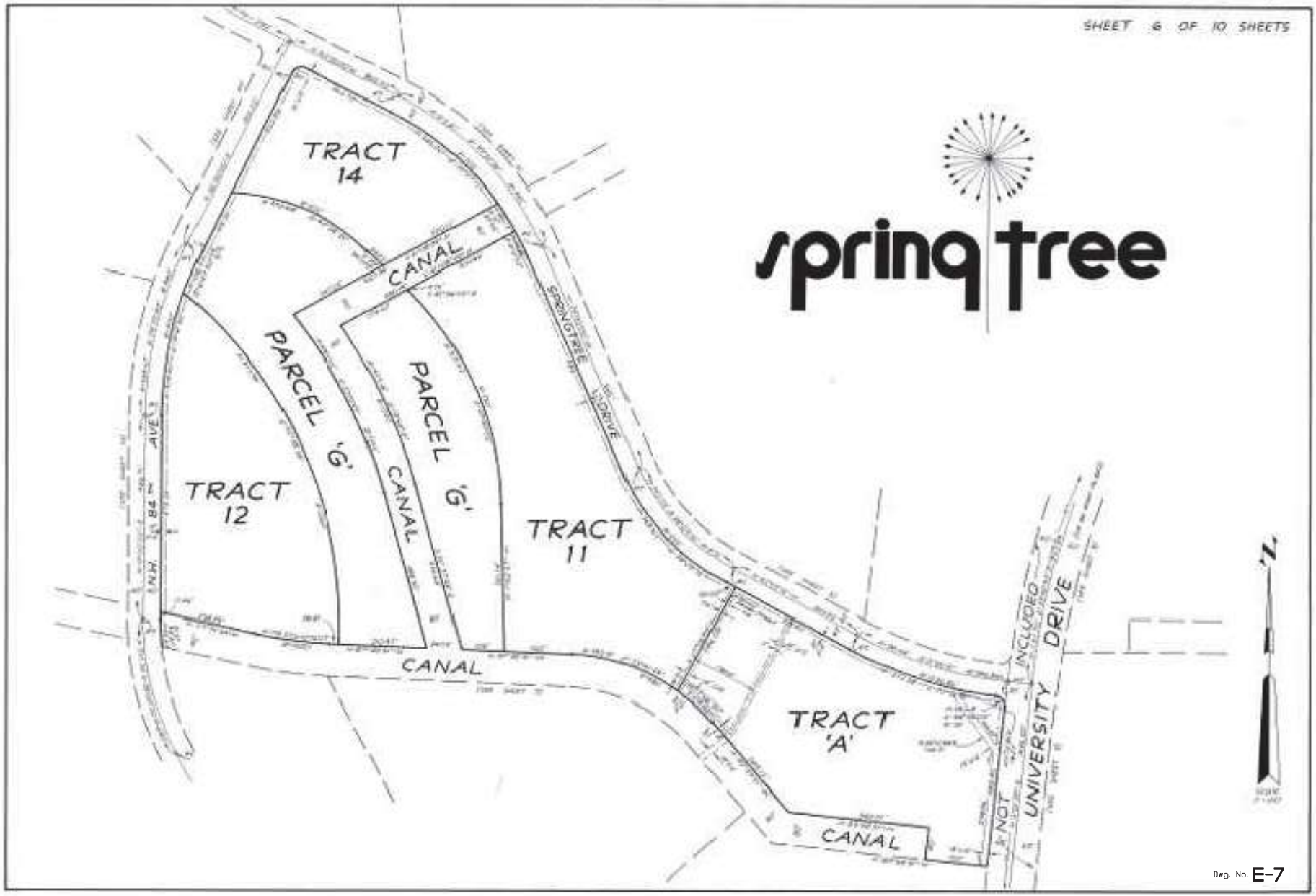
SHEET 5 OF 10 SHEETS



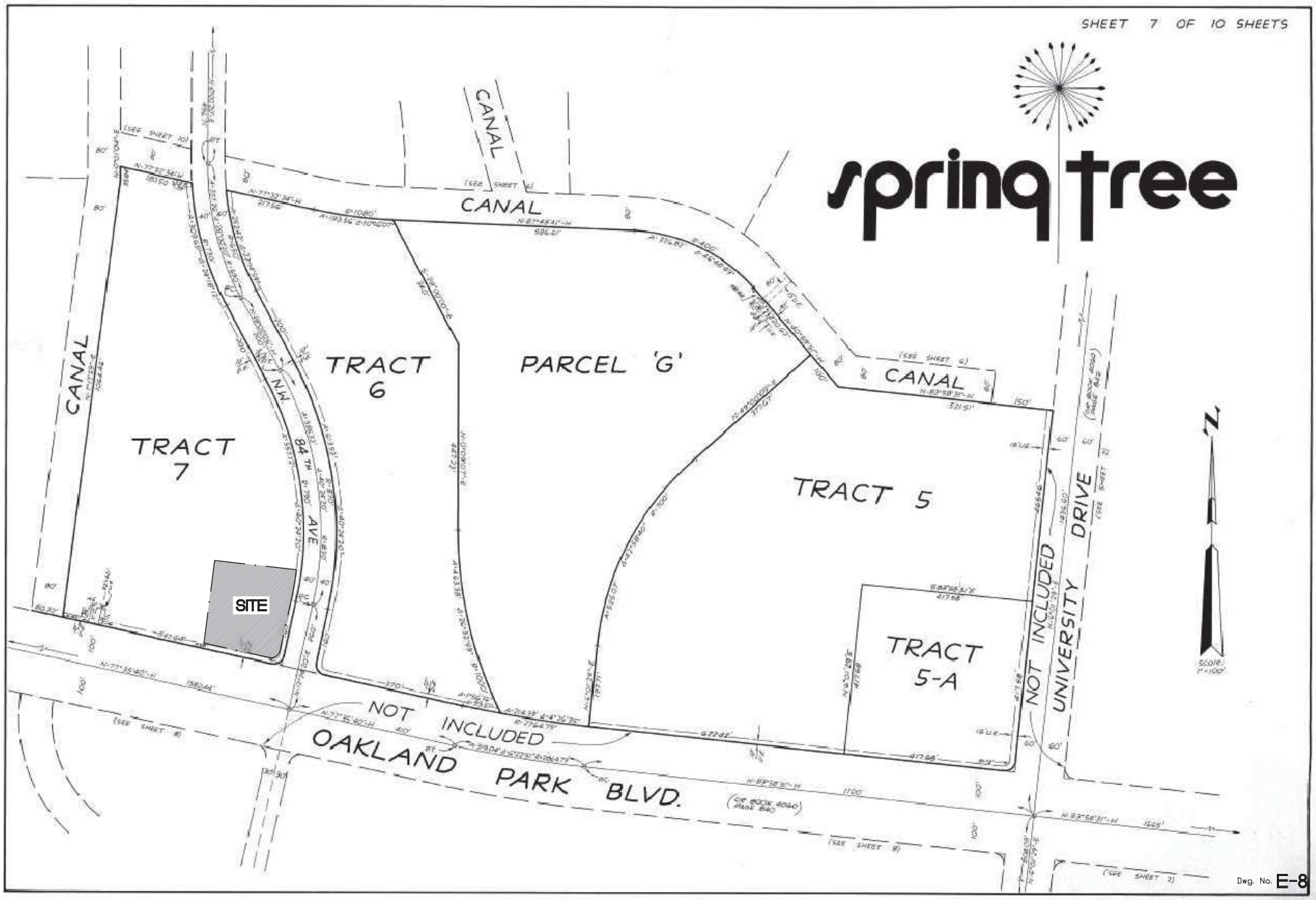
Dwg. No. E-6

PLAT BOOK 75, PAGE 49

SHEET 6 OF 10 SHEETS



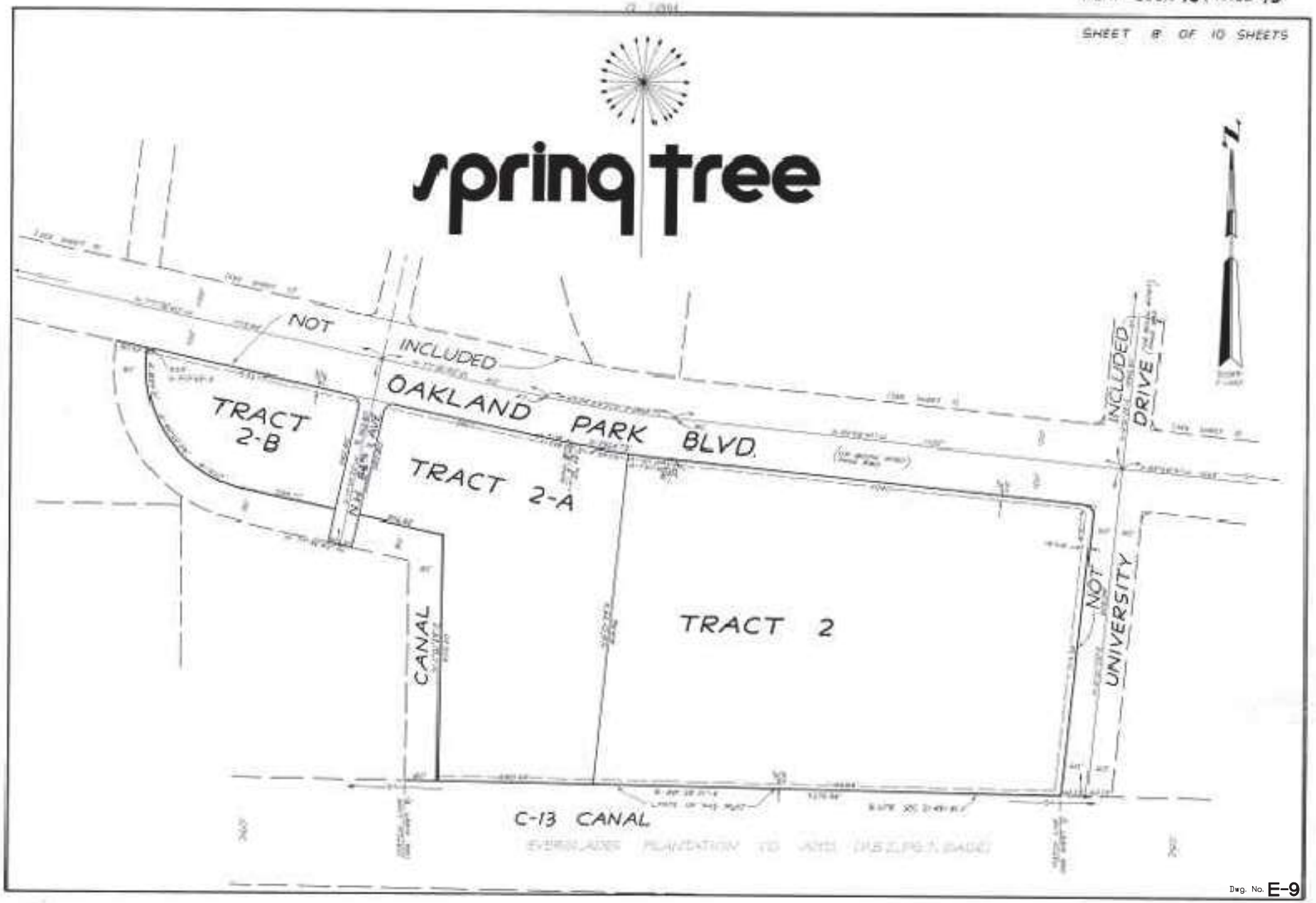
Dwg. No. E-7


spring tree
CANAL
TRACT 7
TRACT 6
PARCEL 'G'
TRACT 5
TRACT 5-A
SITE
84 TH AVE
NOT INCLUDED
UNIVERSITY DRIVE
NOT INCLUDED
OAKLAND PARK BLVD.
N
SCALE: 1"=100'

Dwg. No. E-8

PLAT BOOK 75, PAGE 49

SHEET 8 OF 10 SHEETS



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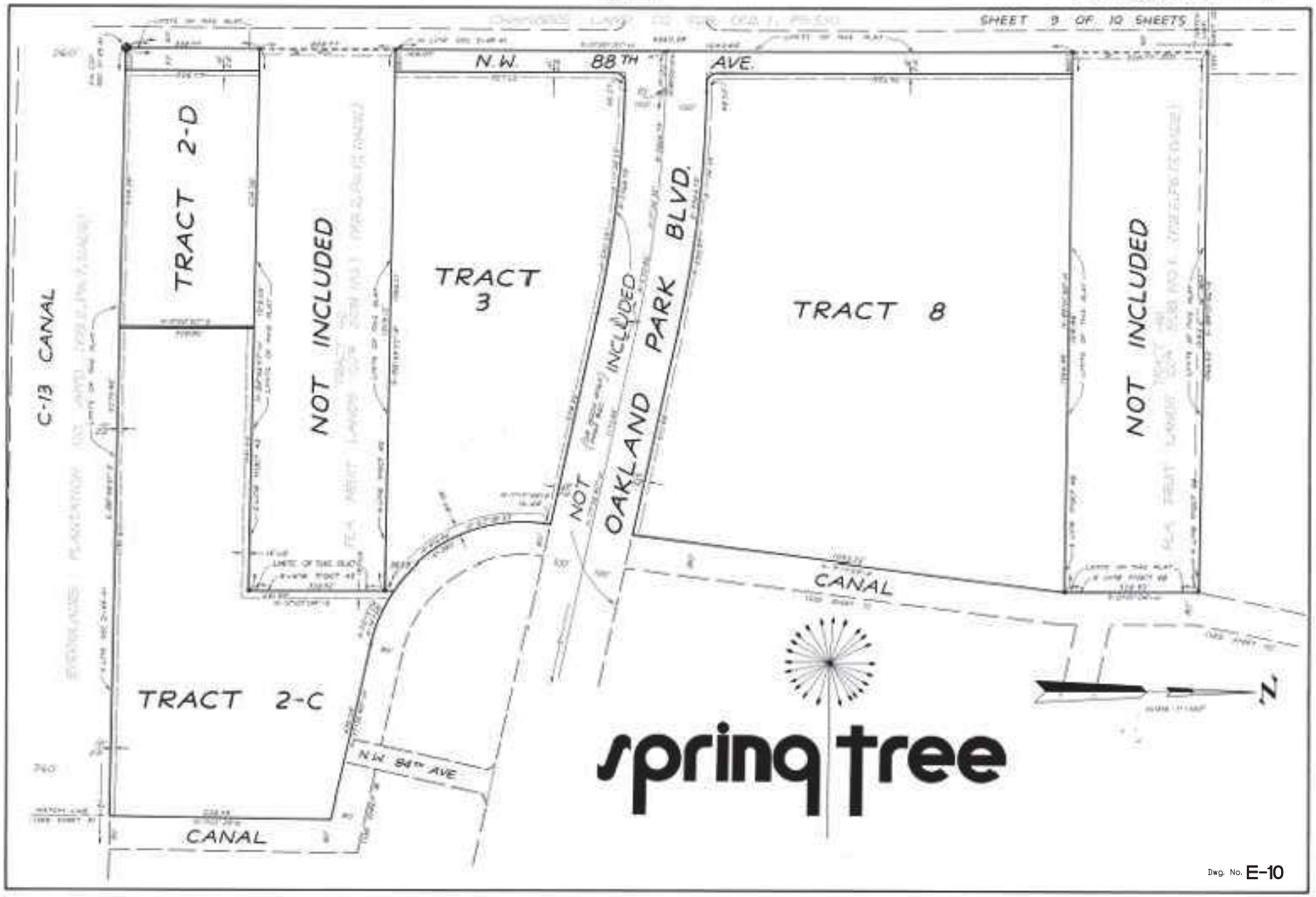
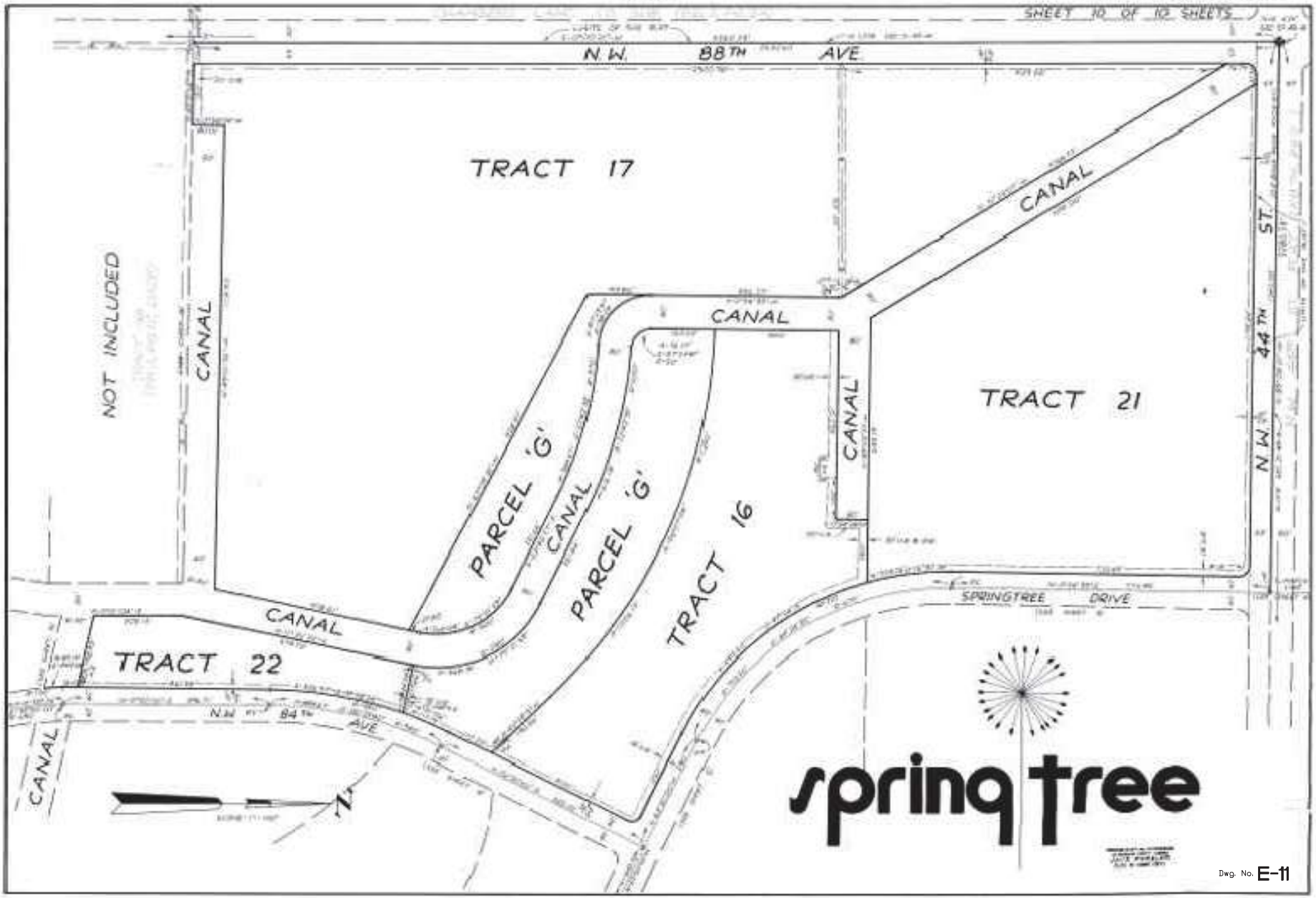
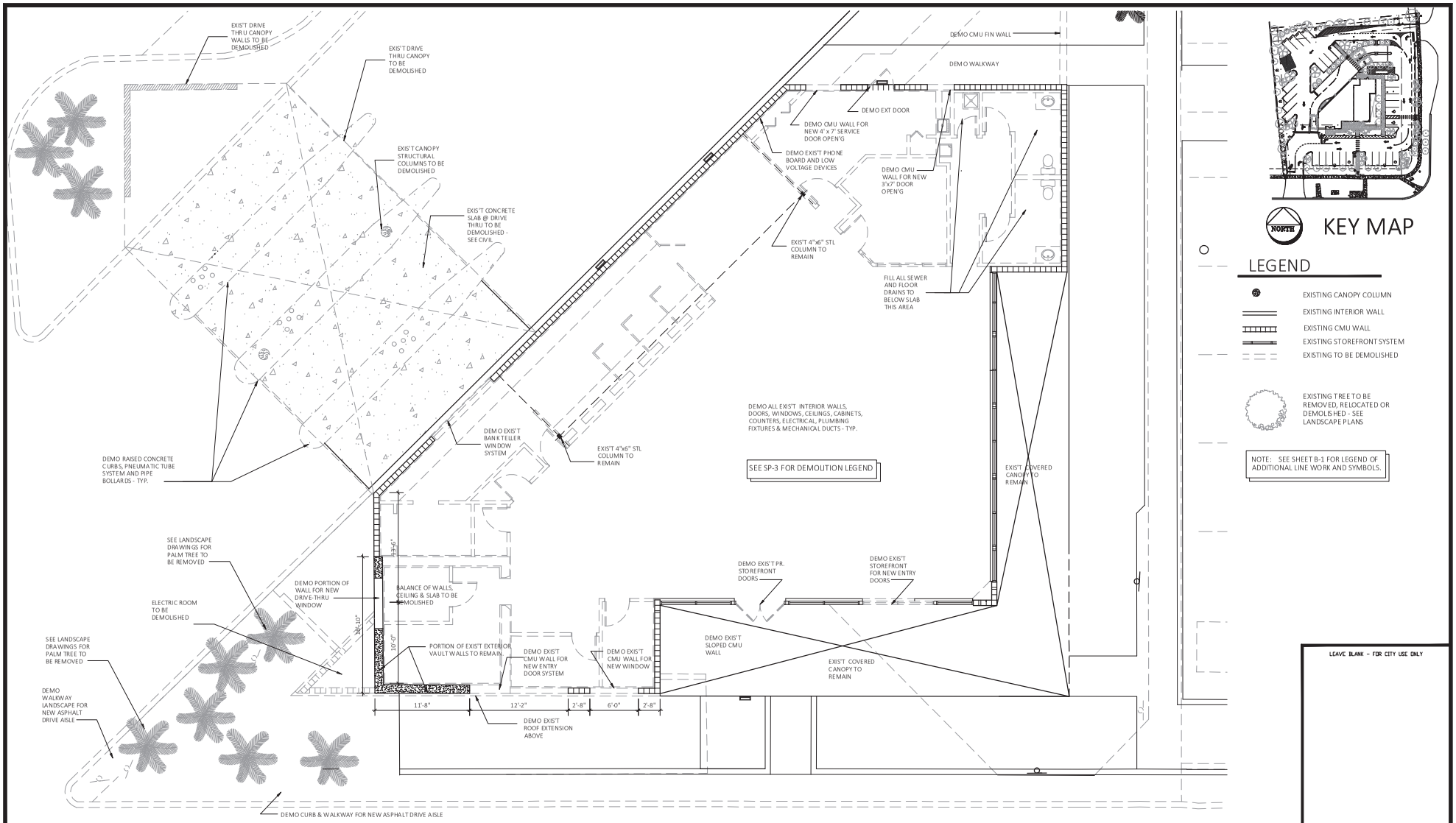

SHEET 9 OF 10 SHEETS
N.W. 88TH AVE.
TRACT 2-D
NOT INCLUDED
TRACT 3
NOT INCLUDED
OAKLAND PARK BLVD.
TRACT 8
NOT INCLUDED
C-13 CANAL
CANAL
TRACT 2-C
N.W. 84TH AVE
CANAL
N
spring tree
Dwg. No. E-10

SHEET 10 OF 10 SHEETS



Dwg. No. E-11



1 EXISTING CONDITIONS / DEMOLITION FLOOR PLAN

3/16"=1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

LEAVE BLANK - FOR CITY USE ONLY

AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE TO BE USED ONLY FOR THIS PROJECT AND NOT TO BE USED ON ANY OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CONTRACTOR TO USE OF THE DRAWINGS FOR CONSTRUCTION BY THE ARCHITECT OR ENGINEER REPRESENTS THAT THEY HAVE REVIEWED AND APPROVED THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. THE CONTRACTOR REPRESENTS THAT HE HAS VISITED THE SITE, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, VERIFIED FIELD DIMENSIONS, AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. PROVIDE FFE OF ADD PER EACH SHEET REVISED TO DOCUMENT UNAUTHORIZED "AS-BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

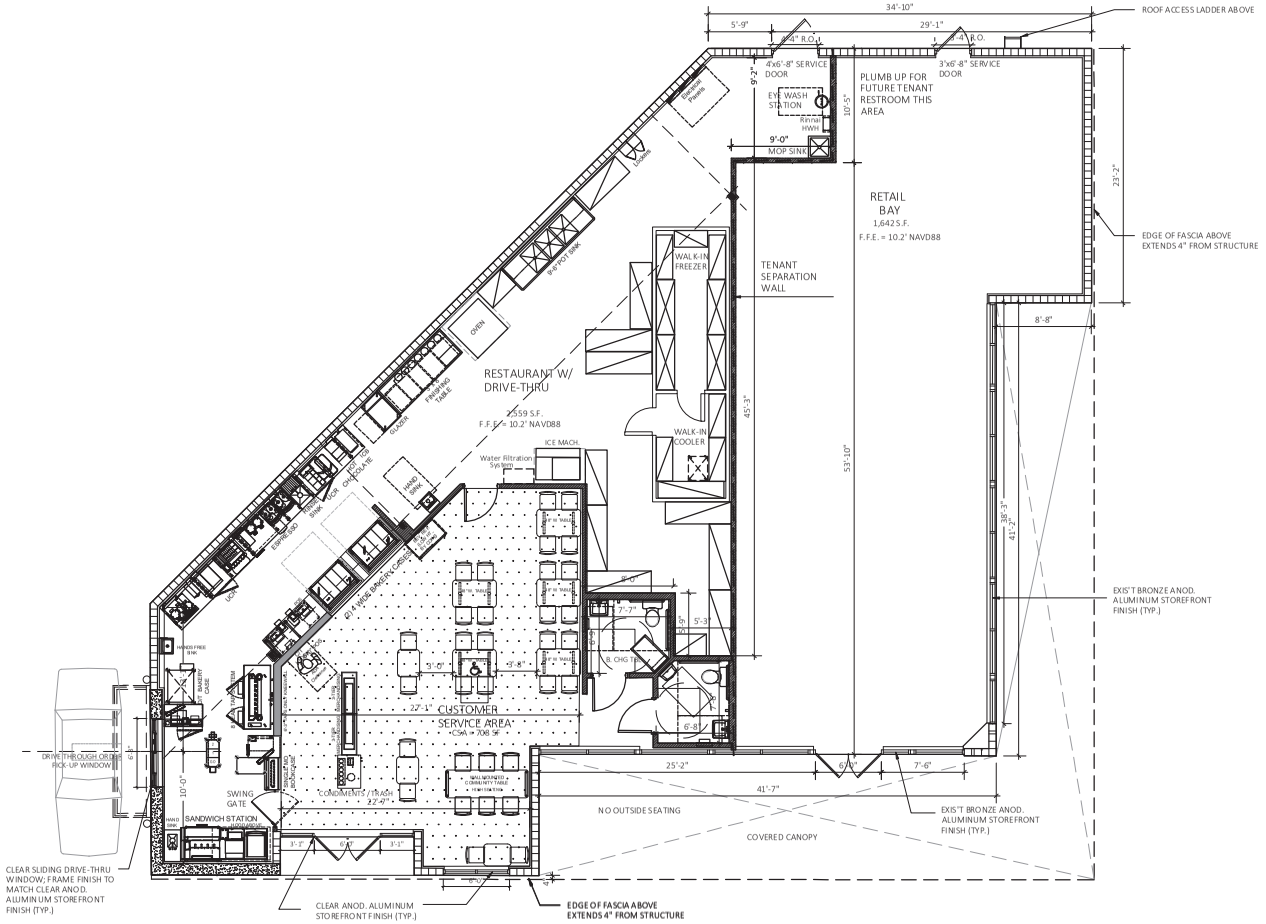
DRAWING TITLE
EXISTING / DEMOLITION FLOOR PLAN

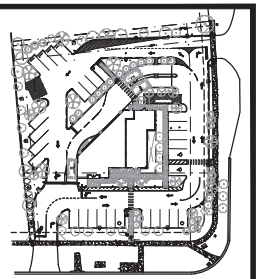
Prog./Revisions
R 06.18.26

SEAL
Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 18:02:31
RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. F-1
of 3 sheets

878





KEY MAP

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

LEAVE BLANK - FOR CITY USE ONLY

1	FLOOR PLANS
3/16"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

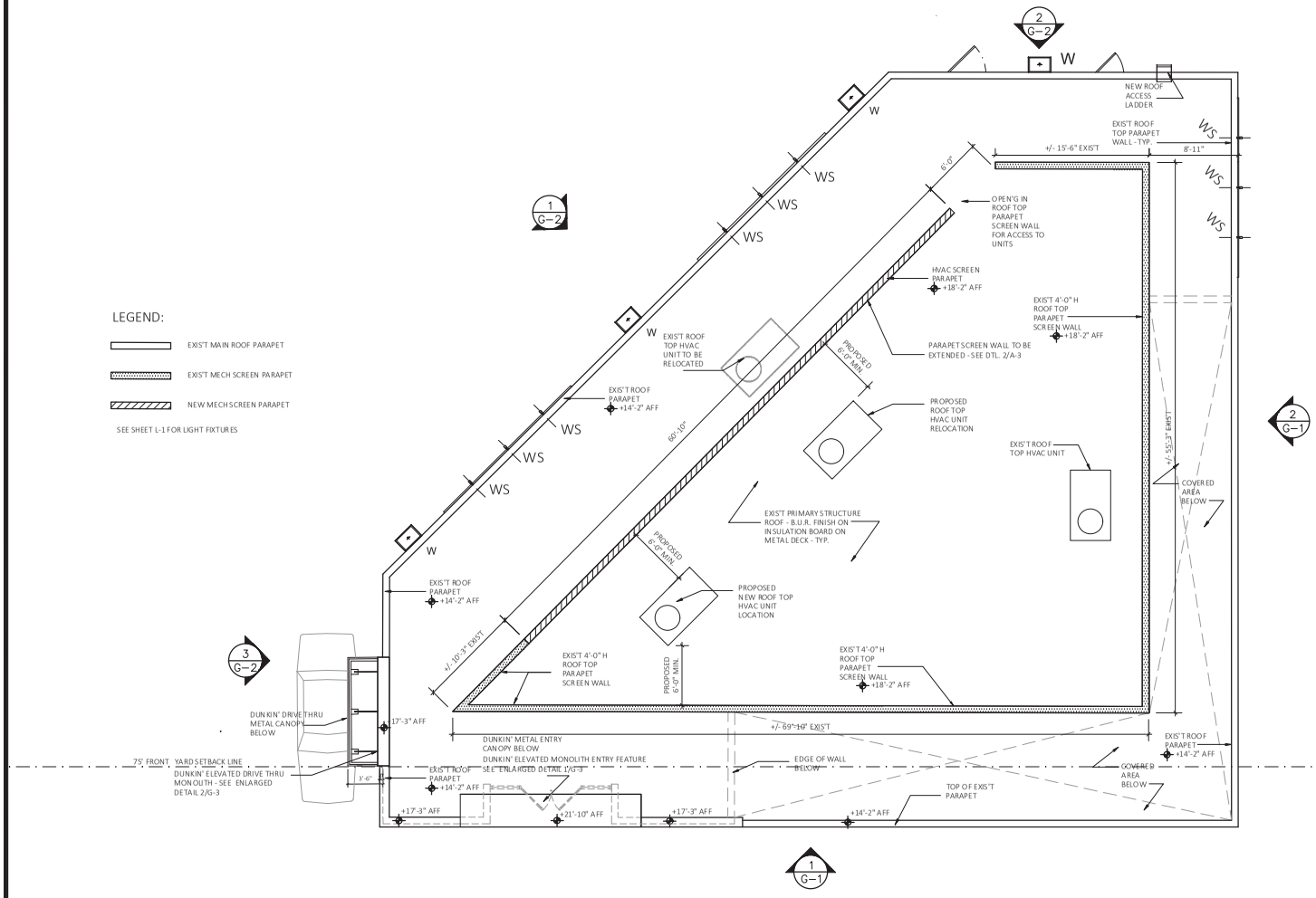
DRAWING TITLE
PROPOSED FLOOR PLANS

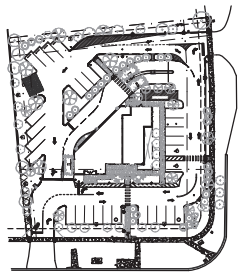
Prog./Revisions
R 06.18.26

Richard A Berrie — Digitally signed by Richard A Berrie Date: 2026.09.23 18:03:00 — RICHARD A. BERRIE

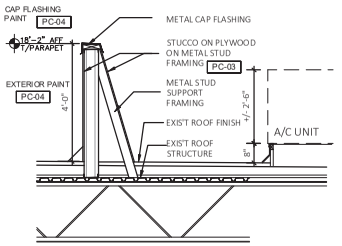
DATE: 10/23/24
Proj. No. 2308
Dwg. No. F-2
of 3 sheets

879





KEY MAP



COMBINED A/C UNIT AND CURB TO NOT EXCEED 4'-0" IN HEIGHT SUPPORT FRAMING NOT VISIBLE.

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

2	HVAC SCREEN DETAIL
1/2"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

1	ROOF PLAN
3/16"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
ROOF PLAN

Prog./Revisions
R 06.18.26

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 18:03:38 -04'00'
RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. F-3
of 3 sheets

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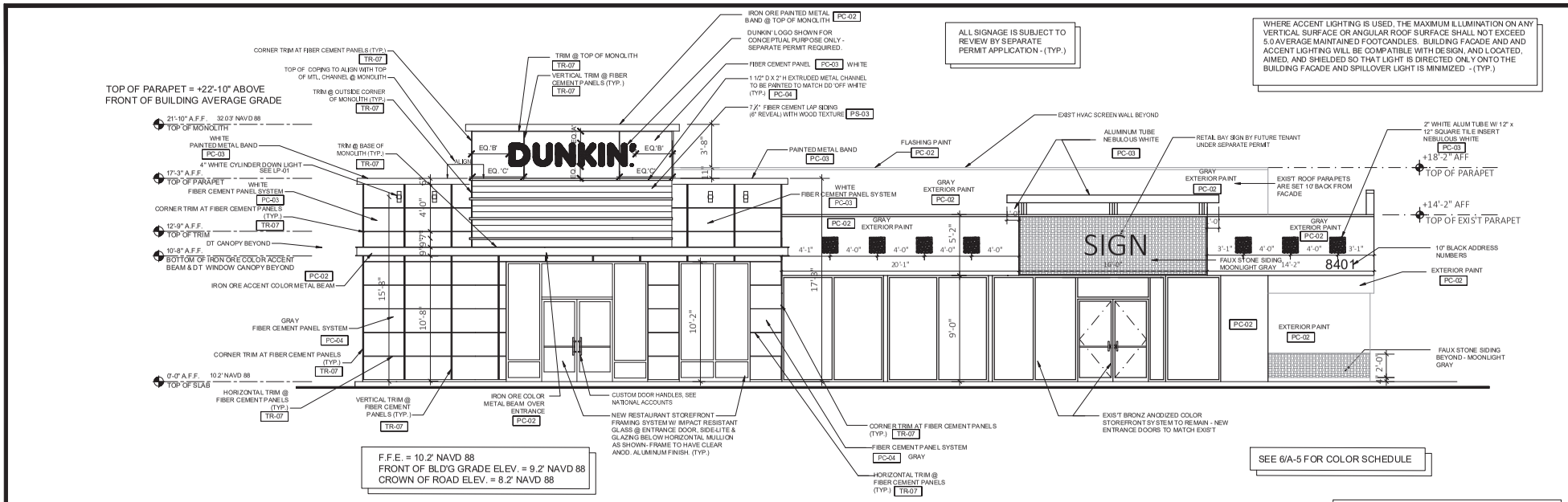
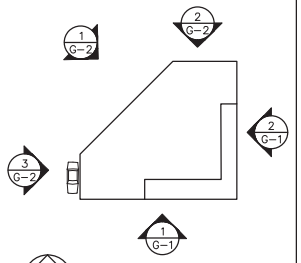
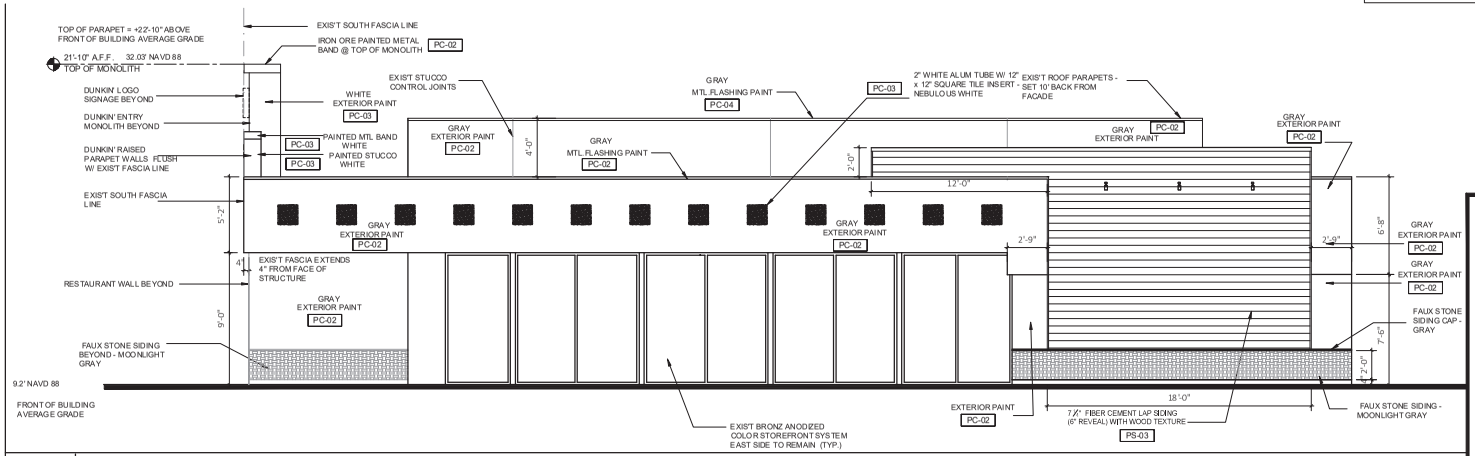


1 SOUTH ELEVATION

1/4"= 1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.





2 EAST ELEVATION

1/4"= 1'-0" NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

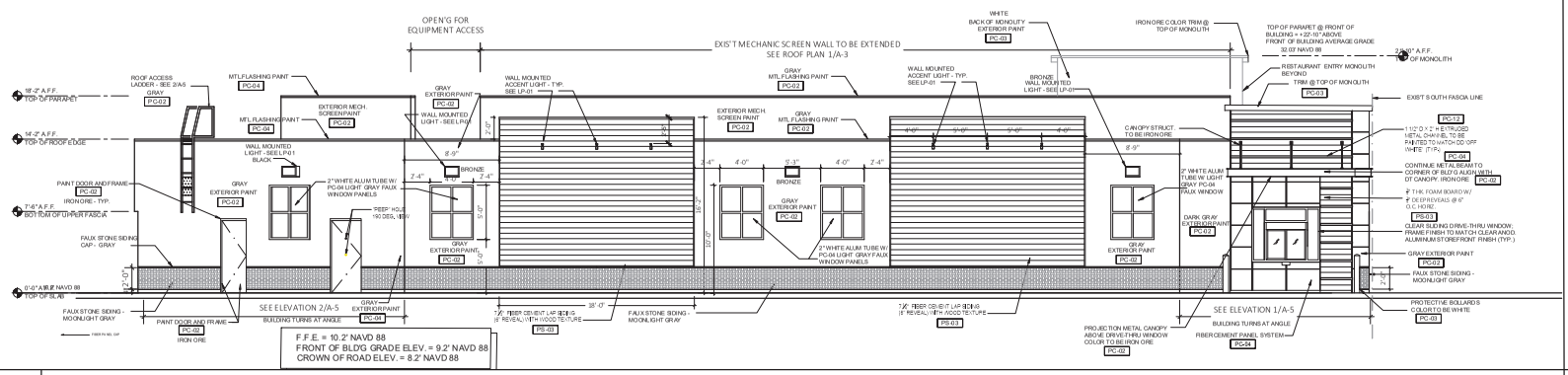
DRAWING TITLE
SOUTH / EAST ELEVATIONS

Prog./Revisions
R 09.10.26

SEAL Richard A Berrie — Digitally signed by Richard A Berrie Date: 2026.09.23 18:04:11

DATE: 10/23/24
Proj. No. 2308
Dwg. No. G-1
of 3 sheets

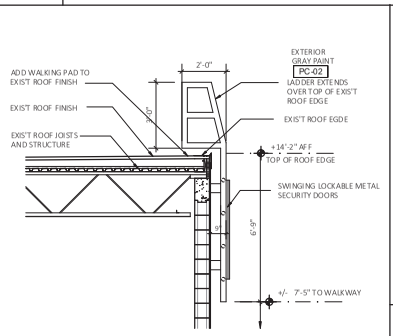
881



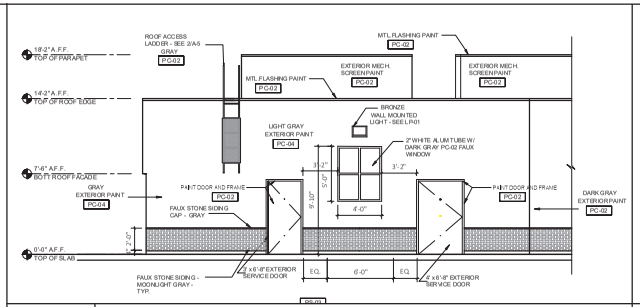
1	NORTH WEST ELEVATION
3/16"= 1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



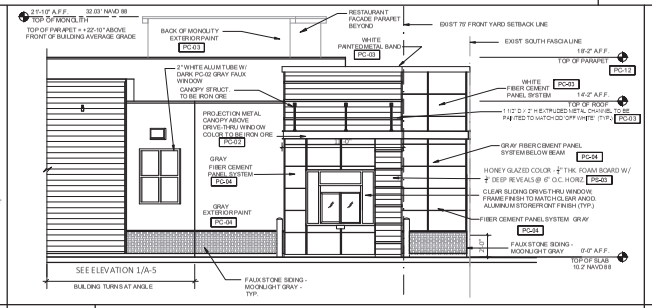
4	FAUX STONE FINISH
N.T.S.	



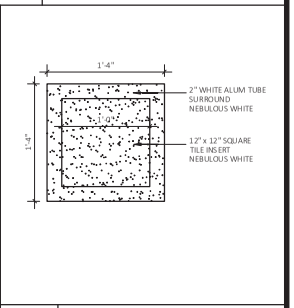
5	ROOF ACCESS LADDER
N.T.S.	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



2	NORTH ELEVATION @ EAST END
3/16"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



3	NORTH ELEVATION @ WEST END
3/16"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

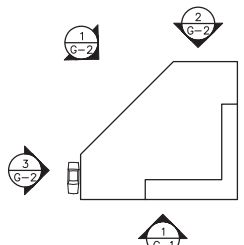


5	SQ. ACCENTS
N.T.S.	

EXTERIOR PAINT FINISH SCHEDULE

CODE		MANUFACTURER	PRODUCT #	DESCRIPTION	REMARKS
PC-02		SHERWIN WILLIAMS	SW 7069	"IRON ORE"	
PC-03		SHERWIN WILLIAMS	SW 7063	"NEBULOUS WHITE"	
PC-04		SHERWIN WILLIAMS	SW 7019	"GAUNTLET GRAY"	
PS-03		JAMES HARDIE	WOODTONE	"HONEY GLAZE"	WOOD PATTERN PLANK
TR-07		JAMES HARDIE OR TAMLYN		CLEAR ANODIZED	TRIM

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.



KEY MAP

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BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
NORTH-WEST ELEVATION / FINISH SCHEDULE

Prog./Revisions
R 09.10.26

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.28 18:04:51 -04'00'
RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. G-2
Sheet 1 of 3 sheets

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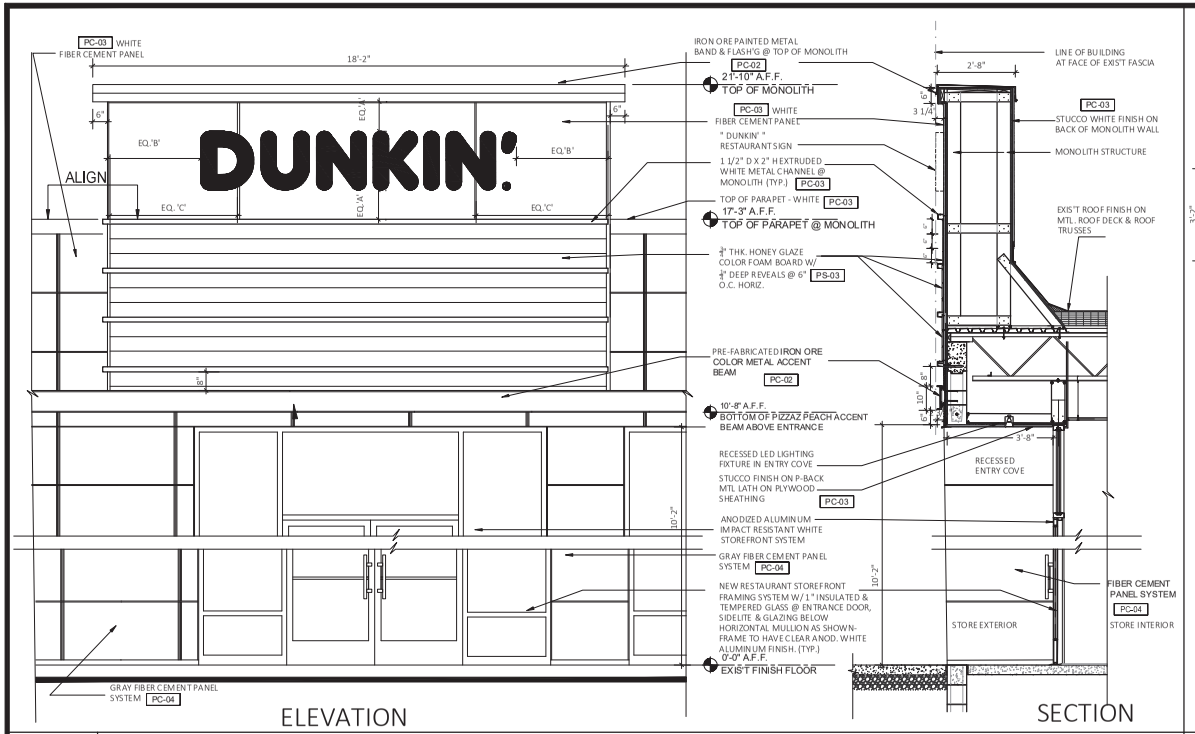
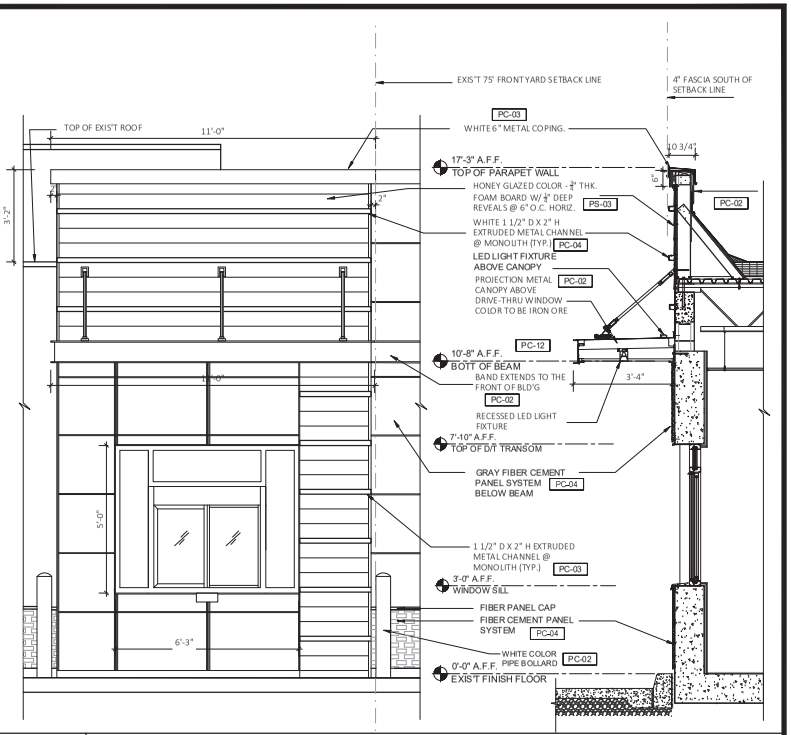
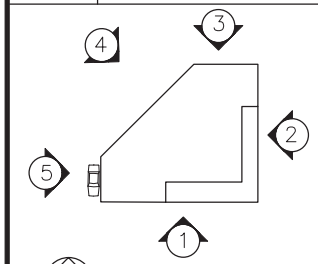


1	ENLARGED ENTRANCE MONOLITH
1/2"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



2	ENLARGED DRIVE THRU WINDOW MONOLITH
1/2"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



ELEVATION KEY MAP

ELEVATION 1.

ELEVATION = 1,576 SF

DARK GRAY AS ACCENT = 39 SF
WHITE AS ACCENT = 37.6 SF
ACCENT COLOR = 76.6 SF = 4.8%

BROWN = 87.5 SF
WHITE = 187.9 SF
GRAY STONE 94.8 SF
GRAY = 609.2 SF
FIELD COLORS = 979.4 SF = 62.1%

STOREFRONT GLASS = 520 SF 33.1%

ELEVATION 2.

ELEVATION = 1,298 SF

WHITE AS ACCENT = 23.1 SF = 1.8%

BROWN = 271.2 SF
GRAY STONE 67 SF
GRAY = 592.7 SF
FIELD COLORS = 931 SF = 71.7%

STOREFRONT GLASS = 344 SF 26.5%

ELEVATION 3.

ELEVATION = 558 SF

LIGHT GRAY AS ACCENT = 16 SF
WHITE AS ACCENT = 4 SF
ACCENT COLOR = 20 SF = 3.5%

DARK GRAY 484.2 SF
GRAY STONE 53.8 SF

FIELD COLORS = 538 SF = 96.5%

ELEVATION 4.

ELEVATION = 1,255 SF

BRONZE = 4 SF
LIGHT GRAY AS ACCENT = 64 SF
WHITE AS ACCENT = 16 SF
ACCENT COLOR = 84 SF = 6.7%

BROWN = 494 SF
DARK GRAY 534 SF
GRAY STONE 142.9 SF

FIELD COLORS = 1,171 SF = 93.3%

ELEVATION 5.

ELEVATION = 418 SF

DARK GRAY ACCENT = 13.6 SF
ACCENT COLOR = 13.6 SF = 3.3%

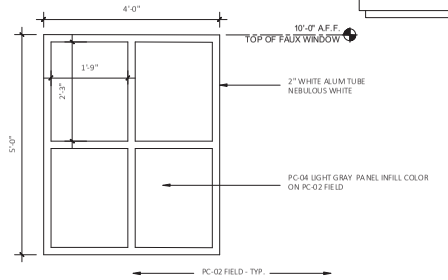
BROWN = 75 SF
WHITE = 47.8 SF
GRAY STONE 18 SF
GRAY = 232.1 SF
FIELD COLORS = 370.4 SF = 89.2%

STOREFRONT GLASS = 31.5 = 7.5%

PC-02 DARK GRAY ACCENT
PC-03 WHITE
PC-04 GRAY
PS-03 BROWN

3	FACADE AREA COLOR CALCULATIONS
N.T.S.	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.



4	FAUX WINDOW DETAIL
3/4"=1'-0"	NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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RESTAURANT W/ DRIVE THRU + RETAIL BAY
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SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
ENLARGED MONOLITH ELEVATIONS / SECTIONS

Prog./Revisions
R 09.10.26

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 15:14:04 -04'00'

DATE: 10/23/24
Proj. No. 2308
Dwg. No. G-3
of 3 sheets

883

Existing Tree Information:

TREE TABLE - 8401 W OAKLAND PARK BLVD, SUNRISE 33351

INSPECTION BY ALEXIS ALVEY, ISA BOARD CERTIFIED MASTER ARBORIST #W5539B

#	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	SPREAD (FT)	CANOPY AREA (SF)	CONDITION %	SPECIMEN	DISPOSITION	NOTES
1	CABBAGE PALM	SABAL PALMETTO	10	25	8	50	80	NO	RELOCATE	
2	CABBAGE PALM	SABAL PALMETTO	10	33	8	50	80	NO	RELOCATE	
3	CABBAGE PALM	SABAL PALMETTO	10	30	8	50	50	NO	RELOCATE	
4	CABBAGE PALM	SABAL PALMETTO	10	28	8	50	50	NO	RELOCATE	
5	CABBAGE PALM	SABAL PALMETTO	10	28	8	50	50	NO	RELOCATE	
6	CABBAGE PALM	SABAL PALMETTO	10	22	8	50	80	NO	RELOCATE	
7	CABBAGE PALM	SABAL PALMETTO	10	33	8	50	70	NO	RELOCATE	
8	CABBAGE PALM	SABAL PALMETTO	10	33	8	50	80	NO	RELOCATE	
9	CABBAGE PALM	SABAL PALMETTO	10	30	8	50	90	NO	RELOCATE	
10	CABBAGE PALM	SABAL PALMETTO	10	22	8	50	50	NO	REMAIN	
11	CABBAGE PALM	SABAL PALMETTO	10	32	8	50	70	NO	REMAIN	
12	CABBAGE PALM	SABAL PALMETTO	10	32	8	50	70	NO	REMAIN	
13	CABBAGE PALM	SABAL PALMETTO	10	32	8	50	50	NO	RELOCATE	
14	MAHOGANY	SWIETENIA MAHAGONI	33	42	40	1256	70	YES	REMAIN	PRUNE FOR DEADWOOD
15	YELLOW TRUMPET TREE	TABEBUIA CARAIBA	17	23	20	314	90	NO	REMOVE	PRUNE FOR DEADWOOD & CLEARANCE
16	ROYAL PALM	ROYSTONEA REGIA	17.5	42	14	154	80	NO	REMAIN	STREET TREE
17	ROYAL PALM	ROYSTONEA REGIA	17	42	14	154	80	NO	REMAIN	STREET TREE
18	ROYAL PALM	ROYSTONEA REGIA	16.5	42	14	154	90	NO	REMAIN	STREET TREE
19	LIVE OAK	QUERCUS VIRGINIANA	28	35	55	2375	50	YES	REMOVE	PRUNE FOR DEADWOOD & CLEARANCE
20	LIVE OAK	QUERCUS VIRGINIANA	32	35	55	2375	50	YES	REMOVE	PRUNE FOR DEADWOOD & CLEARANCE
21	LIVE OAK	QUERCUS VIRGINIANA	29	35	55	2375	50	YES	REMOVE	PRUNE FOR DEADWOOD & CLEARANCE
22	MAHOGANY	SWIETENIA MAHAGONI	23	40	35	962	30	YES	REMOVE	PRUNE FOR DEADWOOD
23	CABBAGE PALM	SABAL PALMETTO	10	30	8	50	70	NO	RELOCATE	
24	CABBAGE PALM	SABAL PALMETTO	10	27	8	50	70	NO	RELOCATE	
25	CABBAGE PALM	SABAL PALMETTO	10	27	8	50	70	NO	RELOCATE	
26	CABBAGE PALM	SABAL PALMETTO	10	27	8	50	70	NO	RELOCATE	
27	CABBAGE PALM	SABAL PALMETTO	10	32	8	50	80	NO	RELOCATE	
28	CABBAGE PALM	SABAL PALMETTO	12	16	8	50	80	NO	REMAIN	OFF SITE
29	CABBAGE PALM	SABAL PALMETTO	12	18	8	50	80	NO	REMAIN	
30	MAHOGANY	SWIETENIA MAHAGONI	15	25	25		10	YES	REMOVE	NEARLY DEAD; REMOVAL RECOMMENDED
31	DEAD TREE		11	15	0		0	NO	REMOVE	DEAD
32	CABBAGE PALM	SABAL PALMETTO	10	25	8	50	70	NO	RELOCATE	
33	CABBAGE PALM	SABAL PALMETTO	10	26	8	50	70	NO	RELOCATE	
34	CABBAGE PALM	SABAL PALMETTO	10	25	8	50	70	NO	REMOVE	

Previously Approved Trees Missing from Site:

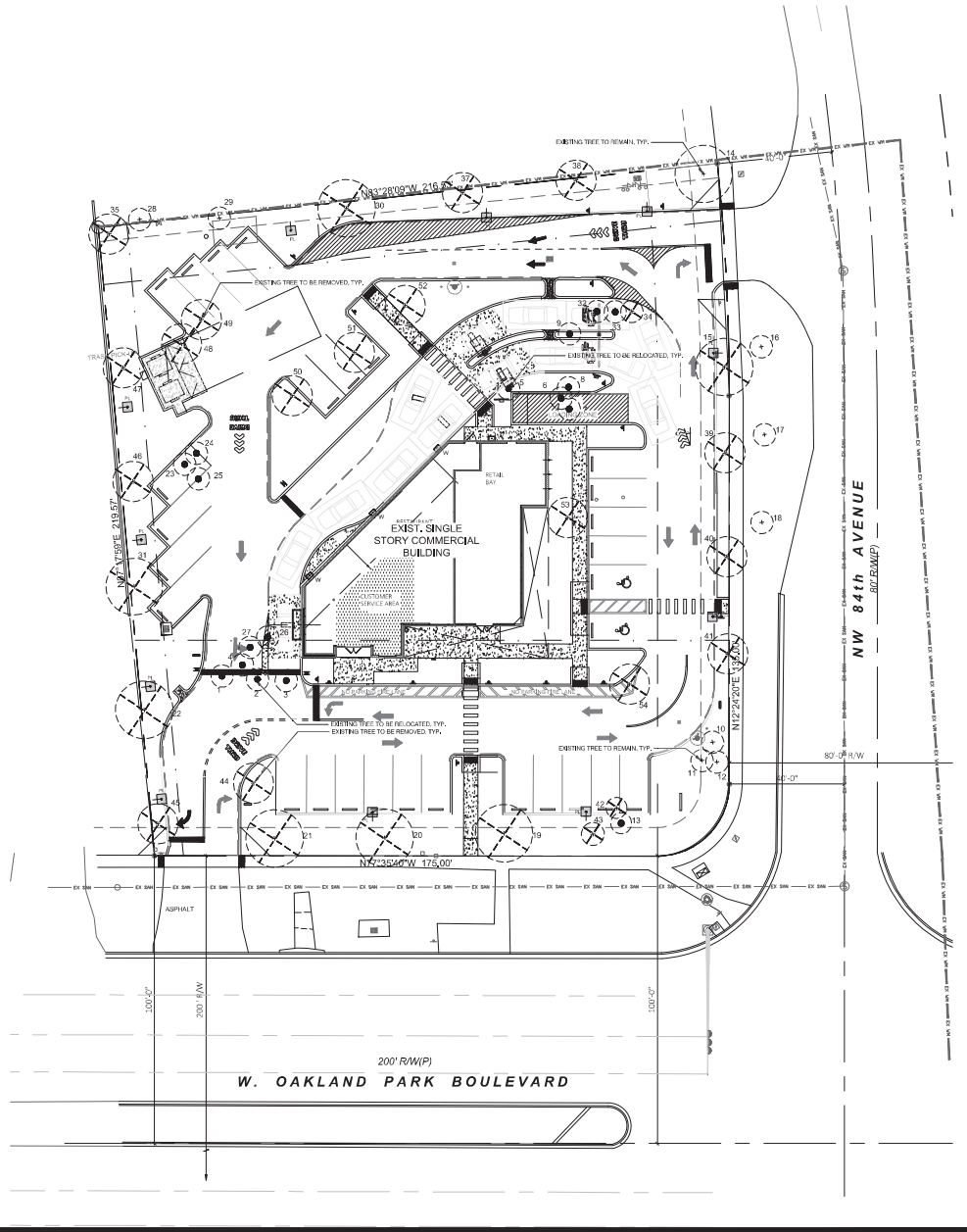
31. (Listed Above) Mahogany, Swietenia mahagoni, 11" DBH, 15' Height, Dead Tree
35. Mahogany, Swietenia mahagoni (Missing from Site)
36. Mahogany, Swietenia mahagoni (Missing from Site)
37. Mahogany, Swietenia mahagoni (Missing from Site)
38. Mahogany, Swietenia mahagoni (Missing from Site)
39. Live Oak, Quercus virginiana (Missing from Site)
40. Live Oak, Quercus virginiana (Missing from Site)
41. Live Oak, Quercus virginiana (Missing from Site)
42. Sabal Palm, Sabal palmetto (Missing from Site)
43. Sabal Palm, Sabal palmetto (Missing from Site)
44. Tabebuia pallida, Pink Tabebuia (Missing from Site)
45. Mahogany, Swietenia mahagoni (Missing from Site)
46. Mahogany, Swietenia mahagoni (Missing from Site)
47. Mahogany, Swietenia mahagoni (Missing from Site)
48. Black Olive, Bucida buceras (Missing from Site)
49. Black Olive, Bucida buceras (Missing from Site)
50. Yellow Tabebuia, Tabebuia argentea (Missing from Site)
51. Tabebuia pallida, Pink Tabebuia (Missing from Site)
52. Tabebuia pallida, Pink Tabebuia (Missing from Site)
53. Yellow Tabebuia, Tabebuia argentea (Missing from Site)
54. Yellow Tabebuia, Tabebuia argentea (Missing from Site)

Landscape Tree Mitigation Data:

Trees Removed / Missing from Site	Replacement Provided
15. *Tabebuia caraiba*, Yellow Trumpet Tree, 16" DBH, 23' Height, 20' Canopy Spread, Condition: 90% (See attached Arborist Report)	314 SF Canopy Area / (1) Category 1 Tree*
19. *Quercus virginiana*, Live Oak, 27" DBH, 35' Height, 55' Canopy Spread, Condition: 70% (See attached Arborist Report)	2,375 SF Canopy Area / (8) Category 1 Trees*
20. *Quercus virginiana*, Live Oak, 31" DBH, 35' Height, 55' Canopy Spread, Condition: 70% (See attached Arborist Report)	2,375 SF Canopy Area / (8) Category 1 Trees*
21. *Quercus virginiana*, Live Oak, 28" DBH, 35' Height, 55' Canopy Spread, Condition: 50% (See attached Arborist Report)	2,375 SF Canopy Area / (8) Category 1 Trees*
22. *Swietenia mahagoni*, Mahogany, 21" DBH, 40' Height, 35' Canopy Spread, Condition: 30% (See attached Arborist Report)	962 SF Canopy Area / (3) Category 1 Trees*
30. *Swietenia mahagoni*, Mahogany, 19" DBH, 25' Height, 25' Canopy Spread, Condition: 10% (See attached Arborist Report)	840 SF Canopy Area / (3) Category 1 Trees*
31. *Swietenia mahagoni*, Mahogany, 11" DBH, 15' Height Condition: Dead	Dead Tree, No Mitigation Required*
35. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
36. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
37. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
38. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
39. Live Oak, Quercus virginiana (Missing from Site)	(1) Category 1 Tree*
40. Live Oak, Quercus virginiana (Missing from Site)	(1) Category 1 Tree*
41. Live Oak, Quercus virginiana (Missing from Site)	(1) Category 1 Tree*
42. Sabal Palm, Sabal palmetto (Missing from Site)	(1) Category 1 Tree*
43. Sabal Palm, Sabal palmetto (Missing from Site)	(1) Category 1 Tree*
44. Tabebuia pallida, Pink Tabebuia (Missing from Site)	(1) Category 1 Tree*
45. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
46. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
47. Mahogany, Swietenia mahagoni (Missing from Site)	(1) Category 1 Tree*
48. Black Olive, Bucida buceras (Missing from Site)	(1) Category 1 Tree*
49. Black Olive, Bucida buceras (Missing from Site)	(1) Category 1 Tree*
50. Yellow Tabebuia, Tabebuia argentea (Missing from Site)	(1) Category 1 Tree*
51. Tabebuia pallida, Pink Tabebuia (Missing from Site)	(1) Category 1 Tree*
52. Tabebuia pallida, Pink Tabebuia (Missing from Site)	(1) Category 1 Tree*
53. Yellow Tabebuia, Tabebuia argentea (Missing from Site)	(1) Category 1 Tree*
54. Yellow Tabebuia, Tabebuia argentea (Missing from Site)	(1) Category 1 Tree*

*__3 Green Buttonwoods planted on site (Category 1 Trees).__ Remaining mitigation to be satisfied through equivalent contribution into the city's reforestation account. The replacement contribution is calculated at the equivalent value of $600 per Category 1 Tree required. (46) Category 1 Trees required X $600 = __$28,800 Contribution Required.__

Note: Replacement trees minimum of twelve (12) feet in height and (2) inch DBH at time of planting. Replacement palm trees to be minimum of six (6) feet clear trunk or greywood at time of planting. Category 1 tree = 300SF mitigation credit.



Paul A. Goulas

Know what's below. Call before you dig.

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

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BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

LANDSCAPE ARCHITECTURAL SERVICES, LLC

SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

TREE DISPOSITION PLAN

SEAL: REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

DATE: 09.21.26

SITE PLAN SHEET NO. H-1

884

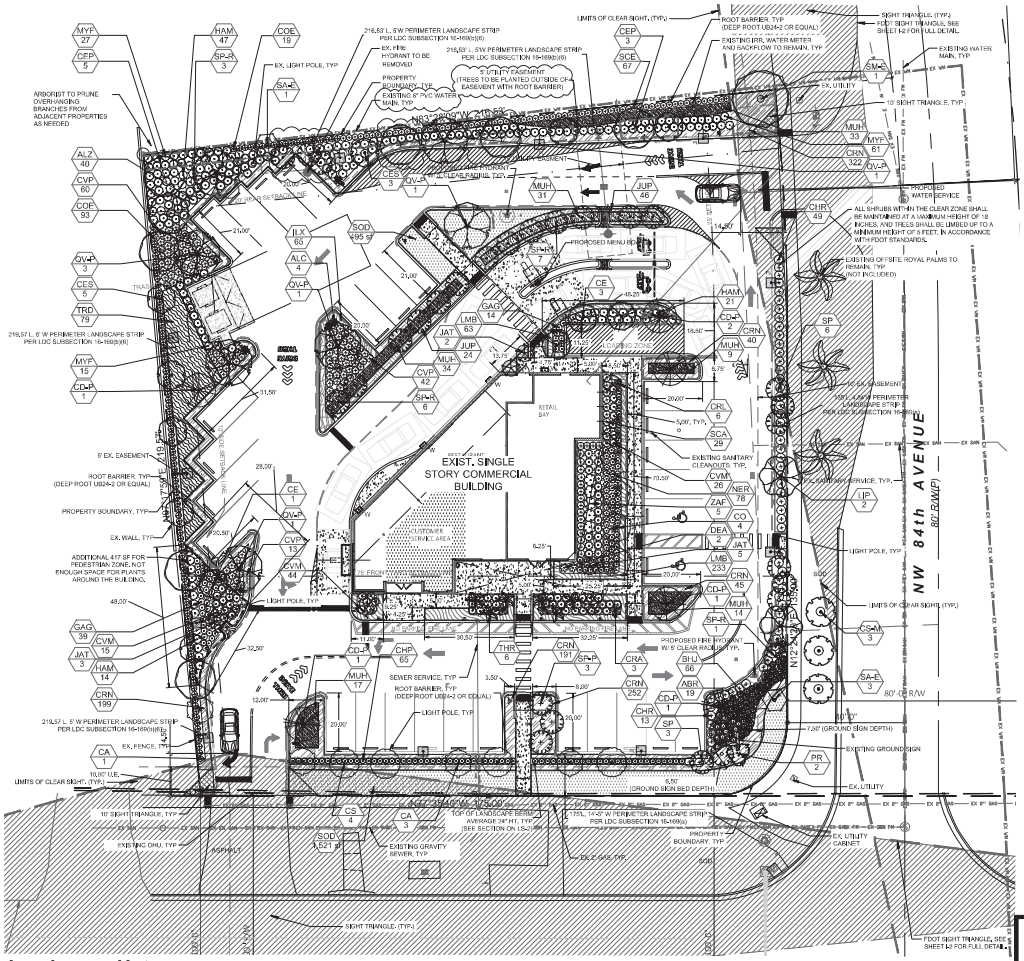
Landscape Data:

Commercial District (B-2)	Required	Provided
Perimeter Landscape Adjacent to Right-of-Way 15' width perimeter landscape strip along right-of-way, 24" berm with continuous 24" minimum height hedge. One (1) Tree per 25' of perimeter landscape area.	15 Trees 188 Shrubs (375.1')	15 Trees (Includes Ex./Relo.) 212 Shrubs
Perimeter Landscape Adjacent to Non-Residential Use 5' width perimeter landscape strip along perimeter, with continuous 24" minimum height hedge. One (1) Tree per 25' of perimeter landscape area.	17 Trees 218 Shrubs (436.10')	17 Trees 322 Shrubs (Includes Ex./Relo.)
Parking Area Landscape 25 SF of interior landscape area per required parking space. One (1) parking island per (8) spaces, (1) Tree per Island. Minimum island dimensions 8'W x 8'L.	12 Trees (12 Islands) (28 x 25 = 700 SF)	12 Trees 700 SF
Pedestrian Zone Landscape Landscape strip adjacent to building foundation; landscaping in these pedestrian zones shall include low, mid, and upper level landscaping and shall cover not less than eight (8) feet or fifty (50) percent of the width, whichever is greater, of the required pedestrian zone including areas under a canopy. One (1) Tree per 30' of landscape. Drive-thru facilities, or loading/overhead doors in industrial/warehouse buildings are exempt from these provisions. Required plant material and areas for pedestrian zones and foundation planting may be transferred elsewhere within the site plan or within five hundred (500) feet of the site plan.	8 Trees 12 Upper Level, 117 Mid Level, and 58 Low Level Shrubs 2,231.3 SF (233.80', 9.5' W)	8 Trees (Includes Ex./Relo.) 19 Upper Level, 258 Mid Level, and 296 Low Level Shrubs 2,016 SF Adj. to Building 417 SF Elsewhere on Site
Tree Diversity Native trees shall constitute a minimum of fifty (50) percent of the trees required by this article. In addition, no one (1) species of tree may constitute more than thirty (30) percent of the trees or palms required by this article. 25% specimen tree requirement per 16-165(d)(5).	25 %Min. Native 30% or less of Palms 25% Specimen Tree Min. (52 Total Trees)	96% Native Trees 23% are Palms 27% are Specimen Trees (52 Total Trees Provided)

Plant Schedule:

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	
ACCENT TREES						
PR	2	Phoenix roebelenii	Pygmy Date Palm Multi-Trunk	FG, 6' OA, TRP, SP	No	
EXISTING TREES						
SA-E	4	Sabal palmetto	Existing Sabal Palm	Existing to Remain	Yes	
SM-E	1	Swietenia mahagoni	Existing Mahogany ★	Existing to Remain	Yes	
MITIGATION TREES						
CS-M	3	Conocarpus erectus	Green Buttonwood	FG, 12' HT, 2" DBH MIN, STD, SP	Yes	(300 SF mitigation credit ea.)
PARKING LOT TREES						
CD-P	6	Coccoloba diversifolia	Pigeon Plum ★	FG, 16' HT, 8' SPR., STD, SP	Yes	
QV-P	7	Quercus virginiana	Live Oak ★	FG, 16' HT, 8' SPR., STD, SP	Yes	
SP-P	3	Sabal palmetto	Sabal Palm	FG, 12' HT, 8' CT, 12' OA, HV CAL, SP	Yes	
PEDESTRIAN TREES						
CE	4	Conocarpus erectus `Sericeus`	Silver Buttonwood	FG, 14'-16' HT, 3" DBH MIN, STD, SP	Yes	
CO	4	Cordia sebestena	Orange Geiger Tree	FG, 14'-16' HT, 3" DBH MIN, STD, SP	Yes	
PERIMETER NON-RESIDENTIAL TREES						
CEP	8	Conocarpus erectus	Green Buttonwood	CG, 12' HT, 2" DBH MIN, STD, SP	Yes	
CES	8	Conocarpus erectus f. sericeus	Silver Buttonwood	FG, 12' HT, 2" DBH MIN, STD, SP	Yes	
PERIMETER ROW TREES						
CS	4	Conocarpus erectus f. sericeus	Silver Buttonwood	FG, 12' HT, 2" DBH MIN, STD, SP	Yes	
CA	4	Cordia sebestena	Orange Geiger Tree	FG, 12' HT, 2" DBH MIN, STD, SP	Yes	
LIP	2	Lagerstroemia indica `Muskogee`	Muskogee Crape Myrtle	CG, 12' HT, 2" DBH MIN, STD, SP	No	
SP	9	Sabal palmetto	Sabal Palm	FG, 12' HT, 8' CT, 12' OA, HV CAL, SP	Yes	
RELOCATED TREES						
SP-R	17	Sabal palmetto	Sabal Palm	Relocated on Site	Yes	
SHRUBS						
ALC	4	Alcantarea odorata	Giant Silver Bromeliad	7G, 36" OA, F, SP, AS	No	
CVP	117	Codiaeum variegatum `Petra`	Bravo Croton	3G, 24" OA, F,	No	
HAM	82	Hamilia patens `Compacta`	Dwarf Firebush	3G, 24" OA, F,	Yes	
PEDESTRIAN MID LEVEL						
DEA	2	Aechmea x `Dean`	Dean`s Bromeliad	7G, 24" OA, FTB	No	
CVM	85	Codiaeum variegatum `Mammey`	Mammey Croton	3G, 24" OA, F,	No	
CRL	6	Crinum	15G, 24" OA, F, SP		No	
GAG	53	Galphimia glauca	Thryallis	3G, 24" OA, F,	No	
NER	78	Nerium oleander `Ice Pink`	Ice Pink Oleander	3G, 24" OA, F,	No	
SCA	29	Schefflera arboricola	Green Schefflera	3G, 24" HT x 24 SPR, FTB, SP, 24" OC	No	
ZAF	5	Zamia furfuracea	Cardboard Palm	7G, 24" HTx 30" SPR, F, 36" OC	No	
PEDESTRIAN UPPER LEVEL						
CRA	3	Crinum augustum `Queen Emma`	`Queen Emma` Crinum	15G, 4` OA, SP	No	
JAT	10	Jatropha integerrima `Compacta`	Compact Jatropha	15G, 4`-5` OA, ML, SP	No	
THR	6	Thrinax radiata	Florida Thatch Palm	CG, 6` CT, SGL, SP	Yes	
PERIMETER NON-RESIDENTIAL SHRUBS						
ALZ	40	Alpinia zerumbet `Variegata`	Variegated Shell Ginger	3G, 24" HT, 3PP, F	No	
COE	112	Conocarpus erectus	Green Buttonwood	3G, 24" HT x 24 SPR, FTB, SP, 24" OC	Yes	
MYF	103	Myrcianthes fragrans	Simpson`s Stopper	7G, 4` HT x 3` SPR, FTB	Yes	
SCE	67	Schefflera arboricola `Trinette`	Existing Variegated Schefflera	Existing to Remain	No	
PERIMETER ROW SHRUBS						
ABR	19	Aechmea blanchetiana	Orange Bromeliad	3G, 18" OA, F	No	
BHJ	66	Bougainvillea `Helen Johnson`	Dwarf Bougainvillea	3G, 18" OA, F,	No	
CHR	62	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	15G, 48" HT x 36" SPR, FTB, SP, 36" OC	Yes	
CHP	65	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	7G, 30" HT x 24" SPR, FTB, SP, 24" OC	Yes	
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	SPACING
SHRUB AREAS						
MUH	138	Muhlenbergia capillaris	Pink Muhly Grass	3G, 24" OA, F	Yes	30" o.c.
TRD	79	Tripsacum dactyloides	Fakahatchee Grass	3G, 24" OA, F	Yes	36" o.c.
GROUND COVERS						
CRN	1,049	Clusia rosea `Nana`	Dwarf Pitch Apple	1G, 12" OA, F,	Yes	18" o.c.
ILX	65	Ilex vomitoria `Stokes Dwarf`	Dwarf Yaupon Holly	3G, 18" OA, F, @	Yes	18" o.c.
JUP	70	Juniperus chinensis `Parsonii`	Parson`s Juniper	3G, 10" HT x 18" SPR, F @	No	36" o.c.
SOD	2,016 sf	Stenotaphrum secundatum `Floratam`	Floratam St. Augustine Grass	FREE OF WEEDS, PESTS, AND DEBRIS	Yes	
PEDESTRIAN LOW LEVEL GROUNDCOVER						
LMB	296	Liriope muscari `Big Blue`	Big Blue Liriope	1G, 12" OA, F, SP	No	18" o.c.

★ **DENOTES SPECIMEN TREE**



Landscape Notes:

- Where discrepancies exist, the City of Sunrise Land Development Code Article VII shall govern.
- Alternative plant species for required landscape may be permitted subject to review and approval by the City of Sunrise Planning Department prior to installation.
- All prohibited exotic or invasive species shall be removed from the entire site prior to the issuance of a Certificate of Occupancy.
- All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site. Eucalyptus or Melaleuca Mulch is to be used in a 3" consistent layer in all planting beds.
- Enhanced landscaping beyond minimum requirements will conform to all applicable sections of the City of Sunrise Landscape Code.
- This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place' and City of Sunrise Landscape Code.
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.
- Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
- See engineer's plans for all underground & overhead utilities and field locate all prior to installation; contact Landscape Designer/Owner regarding any conflicts.
- All site drainage by others.
- Landscape adjacent to vehicular traffic to be maintained to preserve sight line visibility.

-Irrigation Note: All landscaped area, excluding individual single-family lots in RS-3, RS-5 and RS-7 districts, shall be provided with an underground rust-free sprinkler irrigation system. The irrigation system must be designed to have a minimum of one hundred (100) percent coverage with fifty (50) percent minimum overlap using rust-free water. A lower level of coverage shall be authorized only in those areas where all plant materials are native. (1)Whenever practical, high water and low water use areas shall be circuited as noted below.(2)Irrigation controllers shall be switched to manual operation during periods of increased rainfall. Automatic lawn sprinklers shall include a rain sensor device which shall override the irrigation cycle of the sprinkler system once adequate rainfall has occurred.(3)The following standards shall be considered the minimum requirements for landscape irrigation design within the jurisdiction of the South Florida Water Management District.a.Sprinkler zoning: Sprinkler heads irrigating lawns or other high water demand landscape areas shall be circulated so that they are on a separate zone or zones from those irrigating trees, shrubbery or other reduce water requirement areas.b.Control systems: Automatically controlled irrigation systems shall be operated by an irrigation controller that is capable of watering high water requirement areas on a different schedule from lot water requirement areas.(4)Landscape irrigation shall be designed so that, to the greatest extent practical, water being applied to nonpervious areas is eliminated.(5)Use of nonpotable water for use in the irrigation of lawn and plant material is required when determined to be available.

-Landscaped areas, including landscaped islands, within or abutting vehicular use areas shall be excavated to a depth of two and one-half (2½) feet to ensure that adequate planting soil exists. Parking lot base course material, lime rock, asphalt and other similar material shall be removed to a depth of two and one-half (2½) feet.

Paul A. Goulas

Know what's below. Call before you dig.

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

LEAVE BLANK - FOR CITY USE ONLY

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

LANDSCAPE ARCHITECTURAL SERVICES, LLC

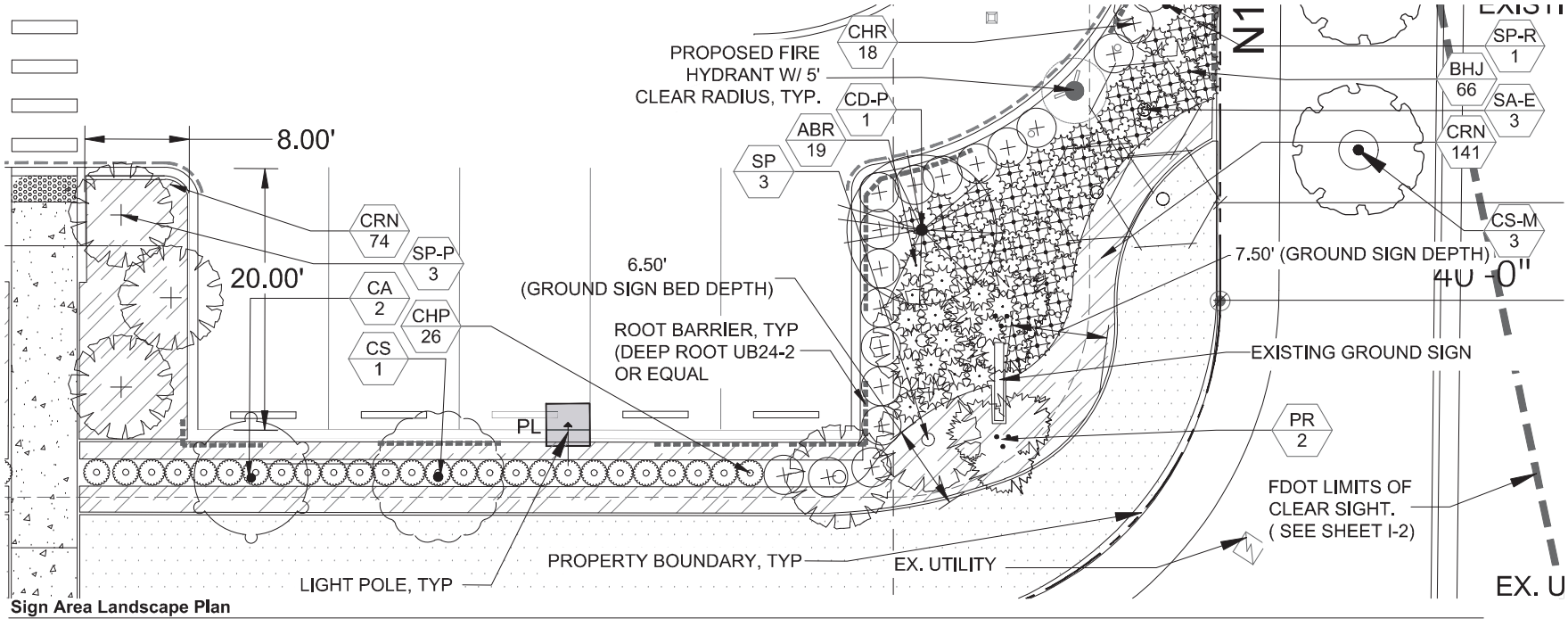
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

LANDSCAPE PLAN

SEAL
REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

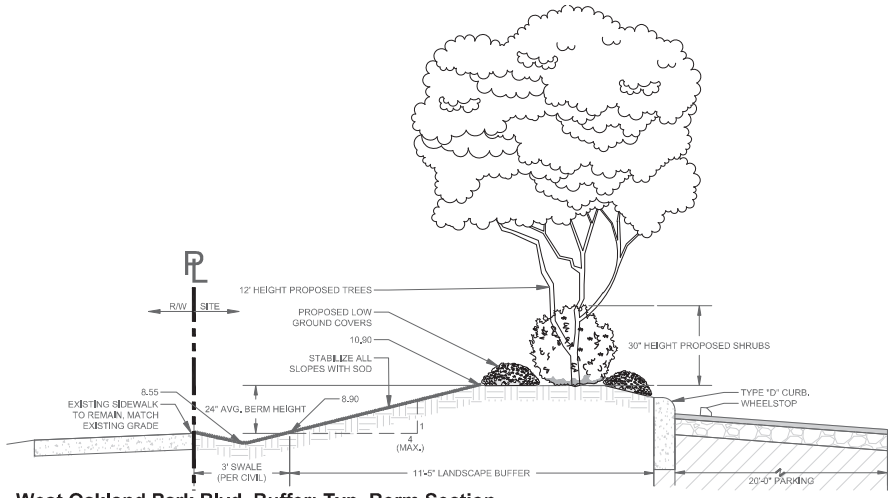
DATE: 09.21.26

SITE PLAN SHEET NO. H-2



Sign Area Landscape Plan

SCALE: 1/4"=1'-0"



West Oakland Park Blvd. Buffer: Typ. Berm Section

NOT TO SCALE

Know what's below. Call before you dig.

NORTH

SCALE: 1" = NTS

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16000 Loch Katrine Trail, #8006
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E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

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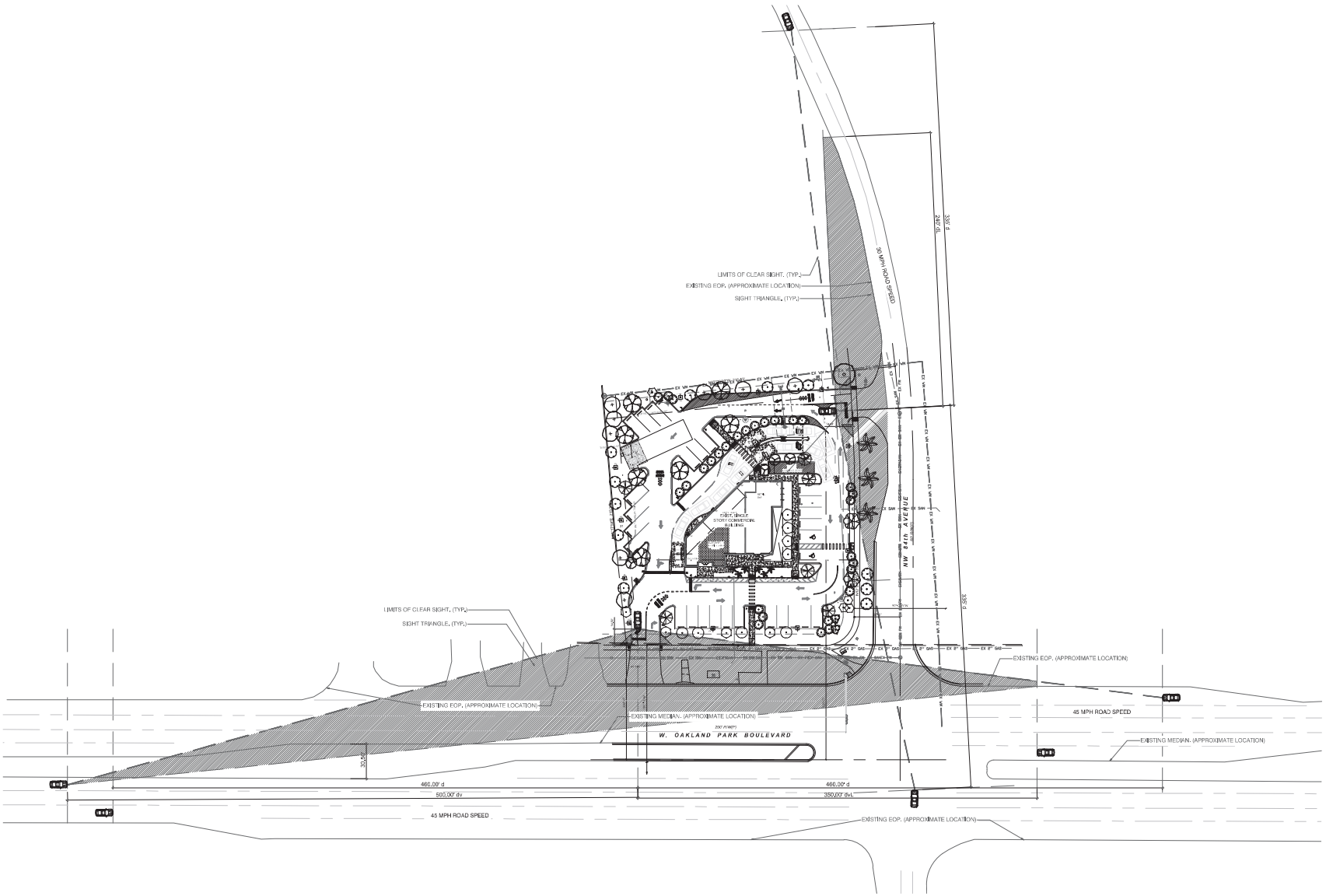
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

SIGN AREA LANDSCAPE PLAN

SEAL
PAUL A. GOULAS
LA6666807
STATE OF FLORIDA
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

DATE: 09.21.26

SITE PLAN SHEET NO. I-1



Paul A. Goulas

Know what's below. Call before you dig.

NORTH

SCALE: 1" = 40'

0 20' 40' 80'

LEAVE BLANK - FOR CITY USE ONLY

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16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

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SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

FDOT SIGHT TRIANGLES

SEAL
REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

DATE: 09.21.26

SITE PLAN SHEET NO. I-2

887

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint himherself with all of the existing conditions in order that no misunderstanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint himherself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur during the progress of his fault or negligence in the execution of the work, i.e, damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy materials as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under his contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (OSHA).

1.11 CONTRACTOR QUALIFICATION
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for the job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the City of Sunrise Article VIII governs.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted. Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. No onsite holding of plant material is permitted.

B. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

C. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Rockens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.Soil must be screened with a guaranteed analysis of between 70-30 and 90-10 (70% sand/30% silt or clay and 90% sand/10% silt or clay).

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 50% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jurisdiction.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc, to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
1 Gallon material (1 gal.): 12" x 12" x 12" min.,
3 Gallon material (3 gal.): 23" x 23" x 18" min.,
Lono material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 5-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleared of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be bi-pressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with double strand 3mm jute/hemp twine. Wrap loader in burlap at tie locations for protection, 3 guys per tree min. in tripod fashion, see detail.

B. Stake & Brace all trees larger than 12' ca. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or diseases. The sod embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

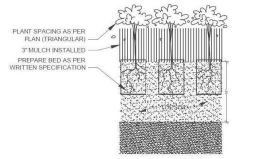
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

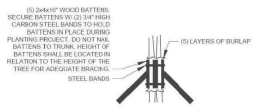
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



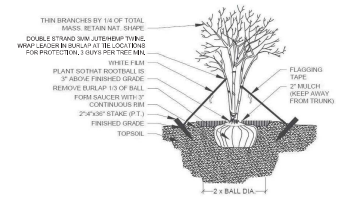
PALM PLANTING - ANGLE STAKE
NOT TO SCALE



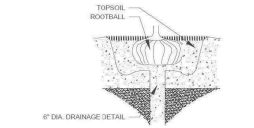
GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



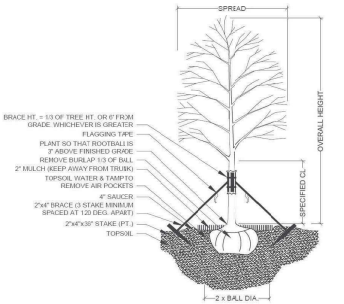
BRACING DETAIL
NOT TO SCALE



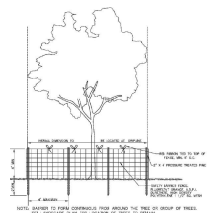
MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE



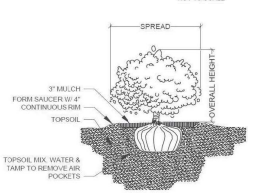
DRAINAGE TESTING DETAIL
NOT TO SCALE



TREE PLANTING & STAKING
NOT TO SCALE



TREE PROTECTION DETAIL
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE

Paul A. Goulas

Know what's below. Call before you dig.

NORTH

SCALE: 1" = NTS

0 0 0 0

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BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

LANDSCAPE ARCHITECTURAL SERVICES, LLC

SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

LANDSCAPE DETAILS & SPECIFICATIONS

SEAL
REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

DATE: 09.21.26

SITE PLAN SHEET NO. I-3

888

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
LSS LCS RCS CS SS	Hunter PROS-12-PRS30 5' strip spray Shrub Spray, 30 psi regulated 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	58	30
	Hunter PROS-12-PRS30 Adjustable Arc Shrub Spray, 30 psi regulated 12.0" Pop-Up. Co-molded wiper seal with UV Resistant Material.	107	30
	Hunter MP Corner PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. T=Turquoise adj arc 45-105.	2	40
LST RST SST	Hunter MP Strip PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. LST=Ivory left strip, SST=Brown side strip, RST=Copper right strip.	4	40
	Hunter MP1000 PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. M=Maroon adj arc 90 to 210, L=Light Blue 210 to 270 arc, O=Olive 360 arc.	22	40
	Hunter MP2000 PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. B=Blue adj arc 90-210, Y=Yellow adj arc 210-270, A=Gray 360 arc.	5	40
	Hunter MP3000 PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. B=Blue adj arc 90-210, Y=Yellow adj arc 210-270, A=Gray 360 arc.	10	40
25 50 10 20	Hunter PROS-00-PCN 10 Flood Bubbler, on a PROS -04.	85	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter ICV 1" Plastic Electric Remote Control Valve, Slip x Slip. Globe Configuration	14
	Gate Valve Aqualine Gate Valve or approved equal	5
C	Hunter PC-400 w/ (01) PCM-300 & (01) PCM-900 (2) Light Commercial & Residential Controller, 16-station expanded module controller, 120 VAC, Outdoor model	1
RS	Hunter RAIN-CLIK Rain Sensor, with conduit installation, mount as noted. Normally closed switch.	1
BP	Goulds Centrifugal Pump 2.0 HP	1
F	Vu-Flow Filter Filter	1
W	Irrigation Well 4" PVC Well	1
PS	Pump Start Relay Hunter PSR	1
	Irrigation Lateral Line: PVC Schedule 40	4,200 lf
	Irrigation Mainline: PVC Schedule 40	930 lf

Valve Callout
Valve Number
Valve Flow
Valve Size

*Contractor to field verify all quantities
*All products listed can be substituted with an LA/Owner approved equal
*All products to conform to the use of reclaimed water & be marked or painted the color purple pantone 522
*Water source to be non-staining & rust free
*All landscape areas to receive 100% coverage with 50% overlap; contractor to adjust heads as shown if needed
*Install all lateral lines as needed & per sizing chart

PIPE SIZING:

PIPE SIZE	GPM
3/4"	6-10
1"	11-16
1-1/4"	17-28
1-1/2"	29-35
2"	36-55
2-1/2"	56-80
3"	81-130

IRRIGATION NOTES:

1. Irrigation system design requirements: 30 GPM minimum @ 50 PSI minimum at the point of connection. The Irrigation Contractor shall verify the available GPM and PSI prior to installation of the system. Point of Connection shall be to approved well, with possible future connection to city reuse system.

2. Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that conditions exist that might not have been considered in the design process. For example: obstructions, grade differences, water levels, dimensional differences, etc. Refer to the Landscape Plan to avoid conflicts with proposed trees or shrubs.

3. Piping may sometimes be indicated as being located in unlikely areas: i.e., under buildings or pavement, outside of property lines, in lakes or ditches, etc. This is done for graphic clarity only. Whenever possible, piping is to be installed in open, "green" areas.

4. Contractor shall verify all underground utilities prior to commencement of work. The contractor is advised that city underground utilities are present in the work area. Contractor shall secure locates from utilities prior to any excavation.

5. Contractor shall install pop-up sprinklers 6" from edge of sidewalk, 12" from walls and edge of road or parking area. Install shrub risers 18" from sidewalk, walls and edge of road or parking area.

6. Irrigation system design is diagrammatic to improve clarity. All mainline piping, electric valves and wiring are to be installed in landscape areas and within Right of Way boundaries.

7. If required, the Irrigation Contractor shall provide the necessary "Right of Way" use permits.

8. Install bubblers on all large trees and palms.

9. Size all pipe to insure flow velocity is under 5 feet per second.

10. Pipe sizes shall conform to those on the drawings. Substituting with smaller pipe sizes will not be permitted.

11. Mainline shall be installed with a minimum of 24" depth of cover. Lateral lines shall be installed with a minimum of 12" depth of cover.

12. Wherever practical, install valves in mulched beds and/or out of high traffic areas. All valves and wire splices shall be installed in heavy duty plastic valves boxes with covers that read irrigation and be sized as follows:

Remote Control Valves: standard 12" deep rectangle valve box
Drip Zone Control Kits: jumbo 15" deep rectangle valve box
Isolation Gate Valves: standard 12" deep rectangle valve box
Wire Splices: standard 12" deep rectangle valve box

13. Refer to Valve Designation Symbols for valve size, station number and designed flow rate for each remote control valve.

14. All 24 volt control cable to be UL Listed, single strand, type UF 600 Volt control cable. Size and color as follows:

Common Wires - size AWG #14 and WHITE in color.
Hot Wires - size AWG #14 and RED in color.
Spare Wires - size AWG #14 and BLUE in color.

15. All splices to the 24 volt control wiring shall be made with DBY or equal type connectors.

16. Run one (2) spare wires from controller in each direction of the mainline to furthest valves.

17. All pop-up sprinkler heads shall be installed level and flush to grade.

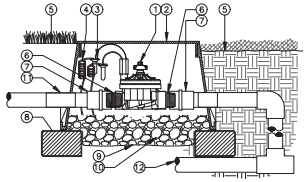
18. Provide and install rain sensor where it will be exposed to unobstructed sun/rainfall and connect to irrigation controller.

19. All sleeves shall be 2 nominal pipe sizes larger than the size of the pipe to be accommodated. All pipe crossings over 5 feet in length shall be installed inside PVC pipe sleeving.

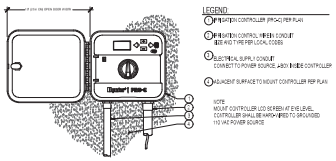
20. Any other equipment required that is not other wise detailed or specified shall be installed as per manufacturer's recommendations and specifications.

21. The final location of all components shall be approved by the project engineer and/or owner.

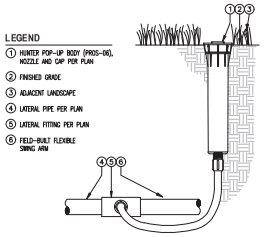
LEGEND
1. HUNTER REMOTE CONTROL VALVE (ICV) WITH FLOW CONTROL
2. IRRIGATION VALVE BOX: HEAT STAMP LID WITH "ICV" IN 2" LETTERS
3. WATERPROOF CONNECTORS (2)
4. 18"-24" COILED WIRE TO CONTROLLER
5. FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
6. SCH. 80 CLOSE NIPPLE, SIZE PER RCV
7. PVC SLIP X FPT ADAPTOR
8. BRICK SUPPORTS (4)
9. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
10. 3/4" WASHED GRAVEL - 4" MIN. DEPTH
11. IRRIGATION LATERAL
12. MAINLINE AND FITTINGS



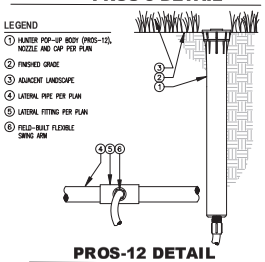
ICV VALVE DETAIL



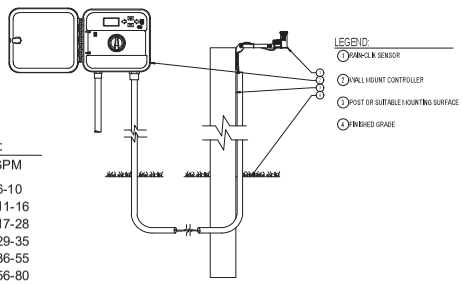
CONTROLLER DETAIL



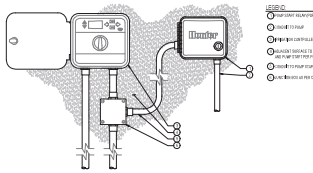
PROS-6 DETAIL



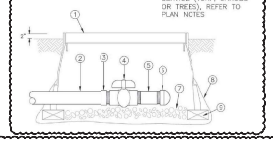
PROS-12 DETAIL



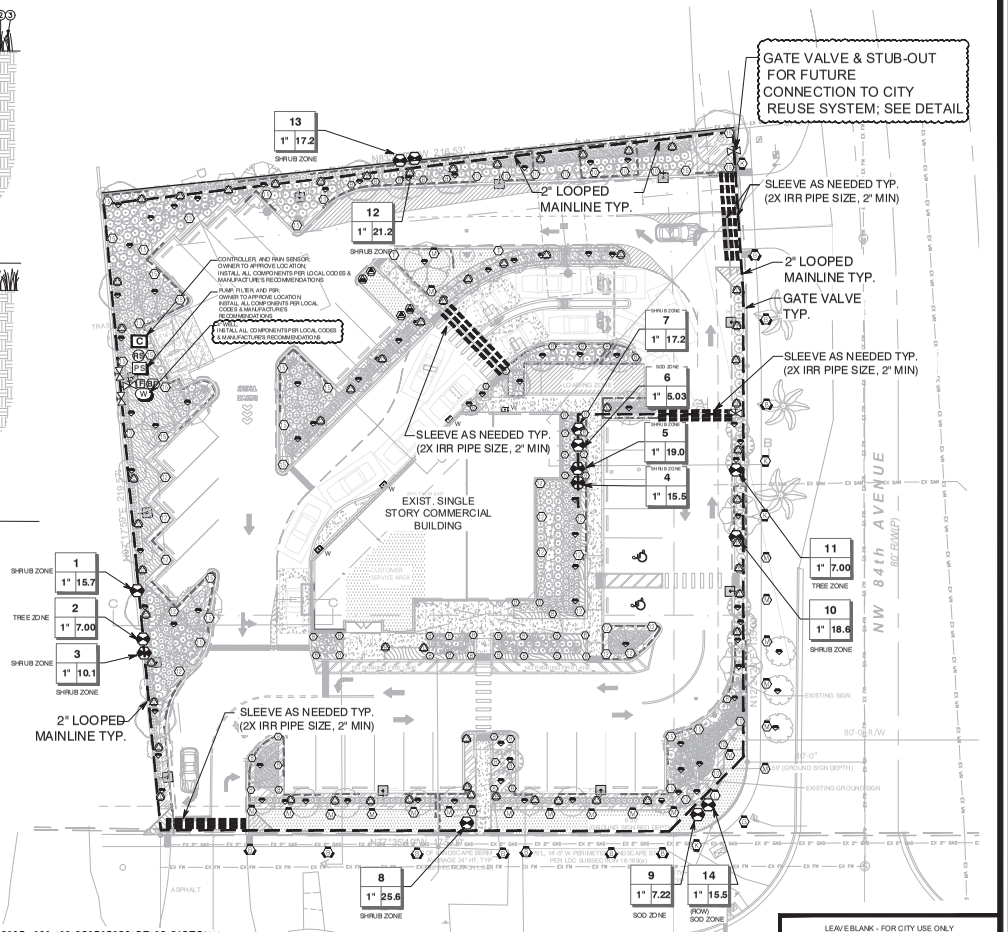
RAIN SENSOR DETAIL



PUMP START RELAY DETAIL



REUSE VALVE STUBOUT DETAIL



*MAINLINE & VALVE LOCATIONS ARE SHOWN FOR GRAPHIC PURPOSES ONLY; CONTRACTOR TO FIELD LOCATE AS NEEDED TO AVOID CONFLICTS WITH CIVIL OR LANDSCAPE ITEMS.

Know what's below. Call before you dig.

Paul A. Goulas

NORTH

SCALE: 1" = 20'
0 10' 20' 40'

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BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

LANDSCAPE ARCHITECTURAL SERVICES, LLC
Brandon White | Owner
772-834-3157 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8600 | paul@las-fl.com
1708 SE Jay Haven Street
Port St. Lucie, FL 34983

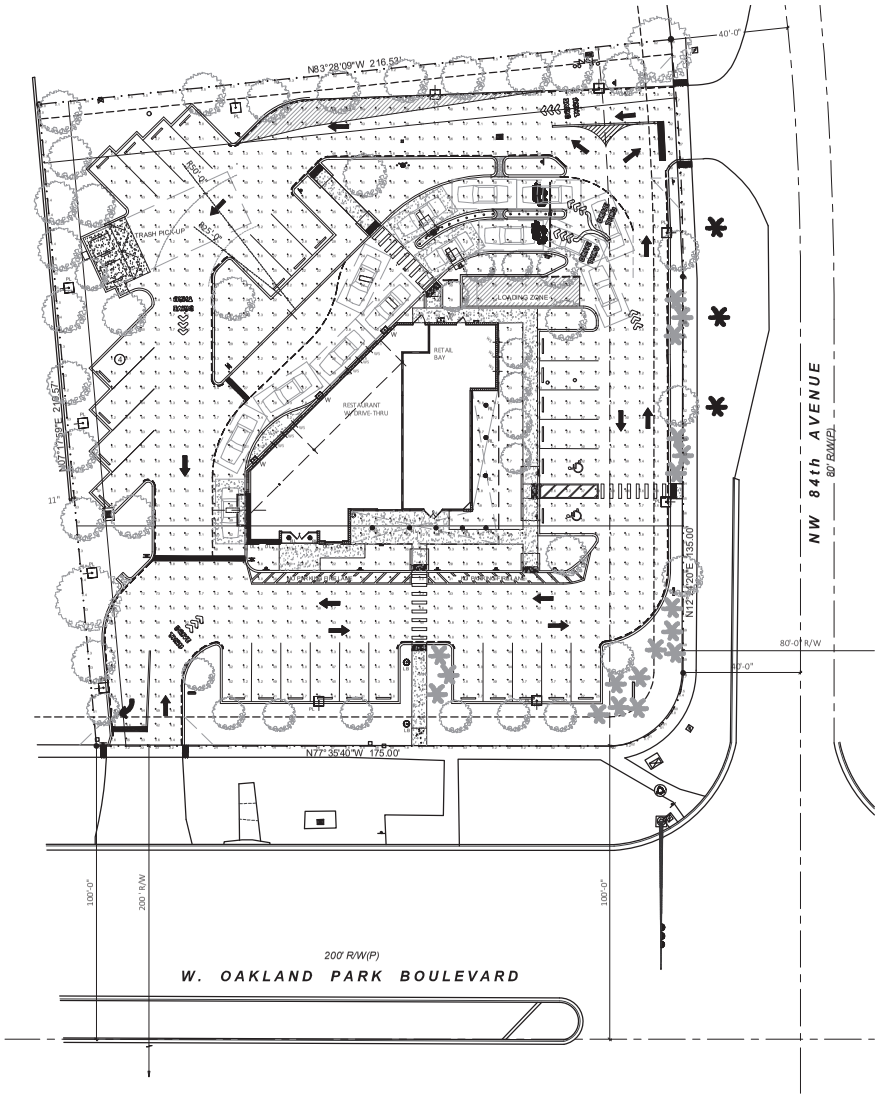
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

IRRIGATION PLAN

SEAL
PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

DATE: 04.13.26

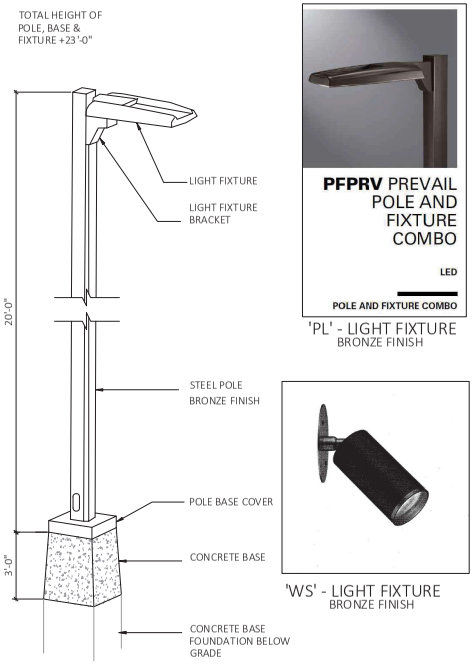
SITE PLAN SHEET NO. J-K



1 SITE PLAN

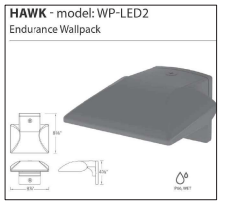
1"=20'-0"

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"



'PL' - POLE DETAIL
METAL POLE ON CONCRETE BASE

'PL' - LIGHT FIXTURE
BRONZE FINISH

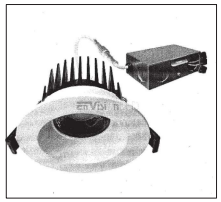


'W' - WALL MOUNTED LIGHT FIXTURE
BRONZE FINISH



'LB' - WALKWAY LIGHT BOLLARD
BLACK FINISH

'WS' - LIGHT FIXTURE
BRONZE FINISH



'RL' - LIGHT FIXTURE
WHITE FINISH



'DL' 4" CYLINDER DOWN LIGHT *
WHITE FINISH
SEE ELEVATION 1/G-1 FOR LOCATIONS

2 SITE LIGHTING FIXTURES & POLE DETAILS

VARIES-0"

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

NOTE: SEE SHEET B-1 FOR LEGEND OF ADDITIONAL LINE WORK AND SYMBOLS.

Luminaire Schedule				
Symbol	Qty	Label	Description	MOUNTING HT.
	2	LB	WALKWAY BOLLARD LED LIGHT	4'-0" HT
	11	PL	LIGHT FIXTURE ON POLE	+23'
	10	RL	RECESSED CANOPY LED LIGHT	+10.67'
	4	W	WALL PACK LIGHT FIXTURE	+10.67'
	9	WS	WALL SCONCE LIGHT FIXTURE *	+13.28'
	4	DL	4" WHITE CYLINDER DOWN LIGHT *	+15.67'

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	4.30	16.2	1.5	2.87	10.80
PROPERTY LINE	Illuminance	Fc	0.33	0.5	0.0	N.A.	N.A.
ROW PROPERTY LINE	Illuminance	Fc	0.95	3.3	0.0	N.A.	N.A.
SIDEWALK	Illuminance	Fc	7.80	16.5	2.2	3.55	7.05

* Where accent lighting is used, the maximum illumination on any vertical surface or angular roof surface shall not exceed 5.0 average maintained footcandles. Building façade and accent lighting will be compatible in design, and located, aimed, and shielded so that light is directed only onto the building façade and spillover light is minimized, as per Subsection 16-140(4) of the LDC.

LUMINARIES & LAMPS FURNISHED BY VILLA LIGHTING INC. ST. LOUIS, MO. 63103
(800) 325-0893
WWW.VILLALIGHTING.COM

NOTE: LIGHTING TO BE DESIGNED AND INSTALLED TO MEET SECTION 16-150 OF THE CITY OF SUNRISE LAND DEVELOPMENT CODE.

3 SITE LIGHTING SCHEDULES

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

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AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE, TO BE USED ONLY FOR THIS PROJECT AND NOT TO BE USED ON ANY OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ARCHITECT OR ENGINEER. BY USE OF THE DRAWING FOR CONSTRUCTION OF THE PROJECT, THE OWNER ACKNOWLEDGES THAT HE HAS RECEIVED THE ORIGINAL OR COPY OF THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. THE CONTRACTOR REPRESENTS THAT HE HAS VISITED THE SITE, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, VERIFIED FIELD DIMENSIONS, AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. MINIMUM FEE OF $100 PER EACH SHEET REVISED TO DISCOVER UNAUTHORIZED "AS-BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DRAWING TITLE
DUNKIN'
PC# 363256 'NEXT GEN'

SITE PHOTOMETRIC / FIXTURES / SCHEDULES

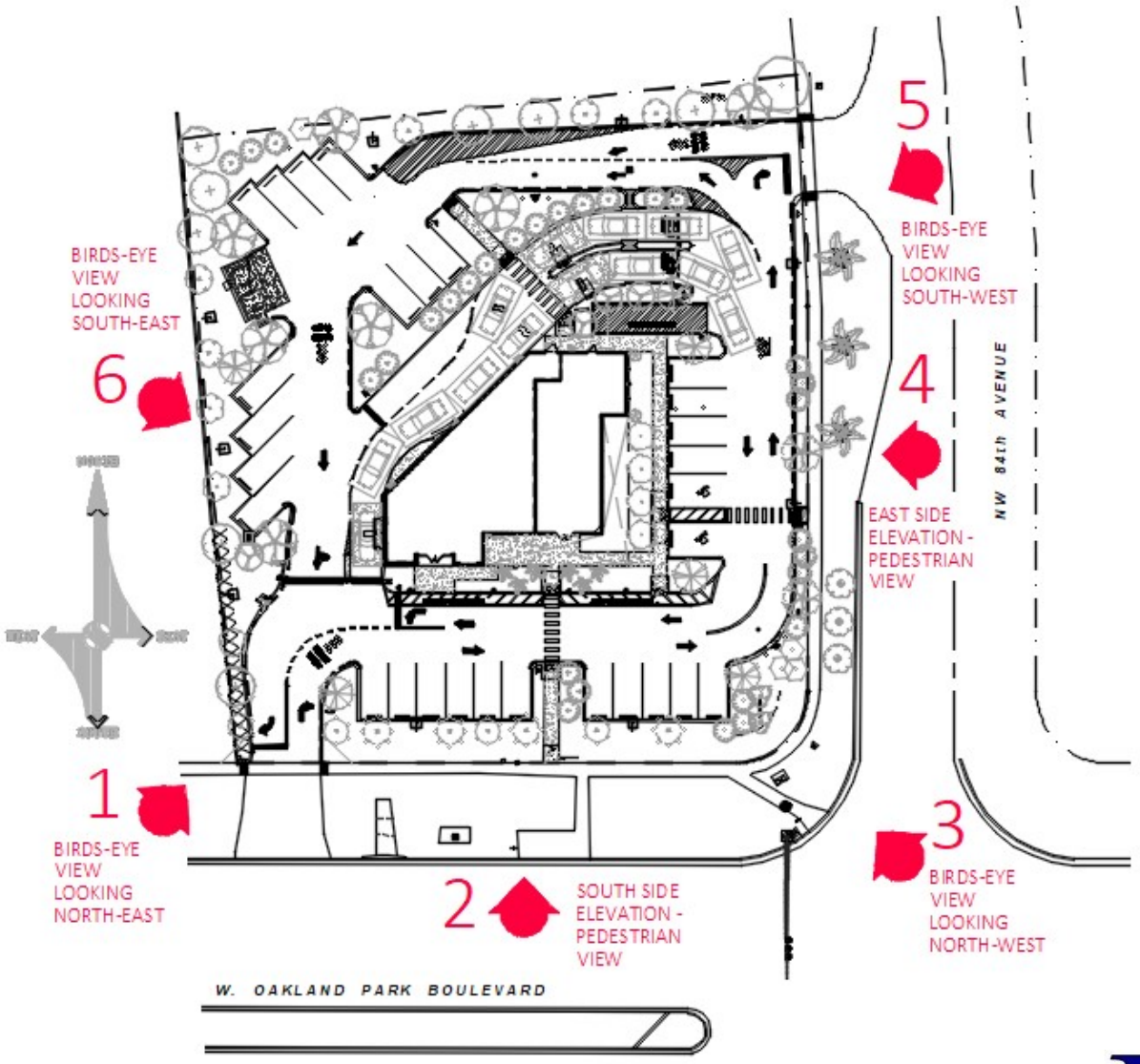
Prog./Revisions
R 06.18.26

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.23 08:08:28 -04'00'
STATE OF FLORIDA RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. L-1
of 1 sheets

068

Springtree Place Renderings



View Map

08/12/2026

BERRIE Architecture & Design, Inc.
AA0002741 www.berriedesign.com



1 Birds-eye view looking North-East



2 South side elevation - pedestrian view



3 Birds-eye view looking North-West



4 East side elevation - pedestrian view



5 Birds-eye view looking South-West



6 Birds-eye view looking South-East

NOTICE OF PUBLIC HEARING

The City has received an application for approval of a **Revised Site Plan for a fast food restaurant with a drive-through** use that is near your home or business. You are receiving this notice because you own property within 500 feet of this location. The proposed project is located at 8401 W. Oakland Park Boulevard, Sunrise, Florida, as shown on the attached map. City staff has determined that this application meets all applicable code requirements. **Therefore, it will be placed on the quasi-judicial consent agenda for City Commission action at its meeting on TUESDAY, OCTOBER 27, 2026 commencing at 5:00 P.M. This meeting will occur in the Sunrise City Hall Commission Chambers located at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, FL 33351.** This item may be recessed or tabled from this meeting to another meeting.

This application is on file in the Community Development Department of the City of Sunrise, located at 10770 W. Oakland Park Boulevard, 2nd Floor, Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party," which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied, as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial hearing as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing. Affected Parties must attend the hearing in person to participate.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov in the Community Development Document Library.

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

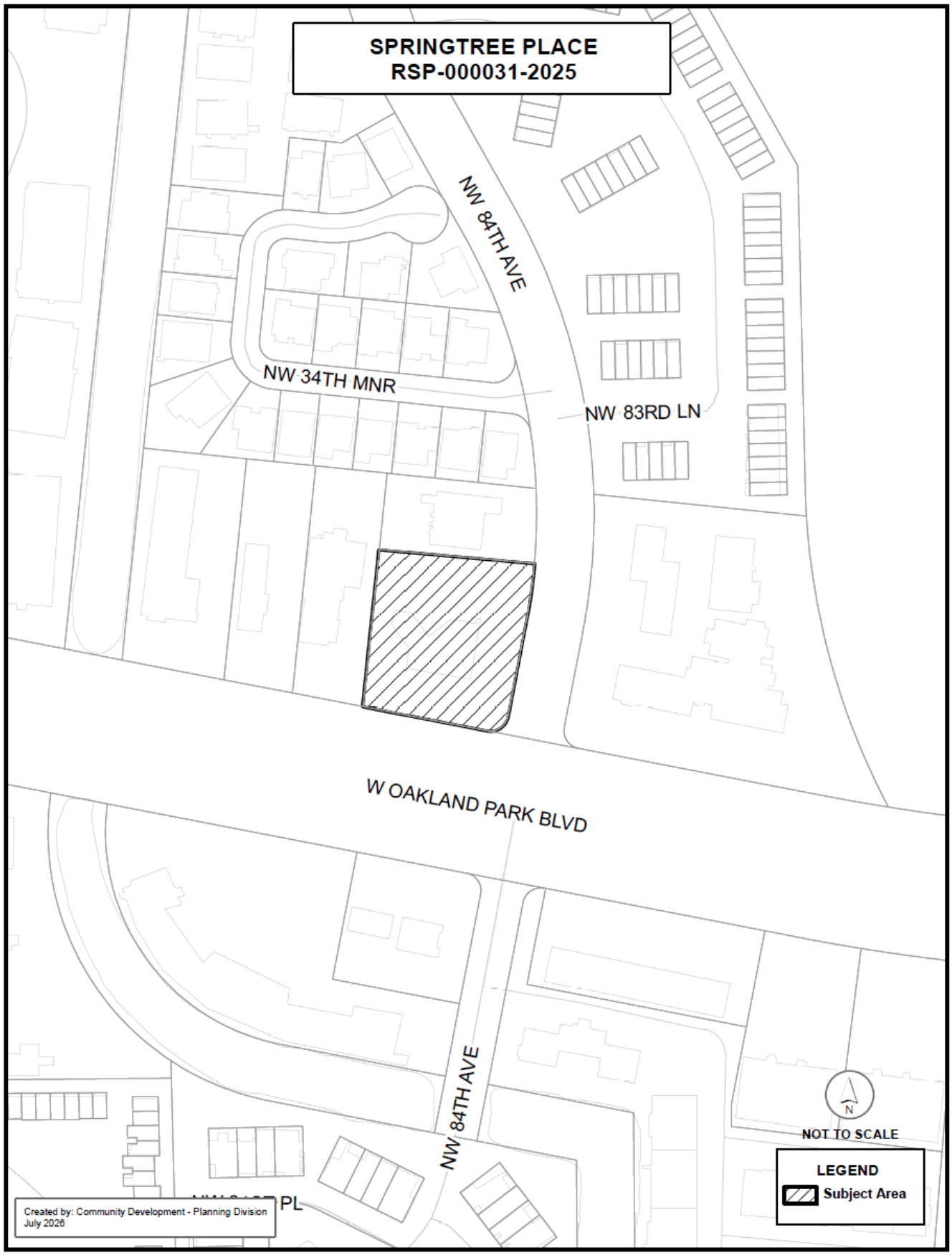
The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: October 9, 2026

LOCATION MAP



Lourdes M. Lawrence
Administrative Services Manager to Mayor and Commissioners

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

October 21, 2026

Mike Fallad & Mehdrad Fallah-Moghaddam
Oakland WB 11, Inc.
9170 West State Road 84
Davie, FL 33324

Dear Applicant:

Your application **Springtree Place – Revised Site Plan (C26262)** has been placed on the quasi-judicial consent agenda for approval on Tuesday, October 27, 2026 at 5:00 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

The City of Sunrise's City Commission Meeting will be hosted in both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

This item may be removed from the quasi-judicial consent agenda by a commissioner of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Community Development Department at 954-746-3281.

Sincerely,

Lourdes Lawrence

Lourdes Lawrence
Administrative Services Manager

cc: Shannon Ley, P.E., Director of Community Development
Laura Perez, Administrative Assistant, Community Development
Richard Berrie, Berrie Architecture & Design, Inc.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Shannon Ley, Director of Community Development
Community Development Department

ITEM #: 5.B. **C #:** 26261

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, granting a Special Exception Use Permit for a Fast-Food Restaurant with Drive-Through located at 8401 West Oakland Park Boulevard; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. Board of Adjustment Board - October 6, 2026, Passed 7-0.

BACKGROUND INFORMATION:

This is an application for Special Exception use approval for a proposed fast-food restaurant with drive-through to be located within the existing vacant commercial building formerly known as Florida Coast Bank, located at 8401 W. Oakland Park Boulevard, as shown on the location map in the attached Staff Report. The property is zoned B-2 (Community Business District), and the underlying land use designation is Commercial on the City's Future Land Use Map. The use requires City Commission approval per Subsection 16-36 of the Land Development Code (LDC) for a Special Exception. A concurrent application is being processed for a Revised Site Plan.

Staff find this application meets all applicable LDC requirements for the granting of Special Exception use for a Fast-Food Restaurant with Drive-Through. Therefore, Staff recommends approval subject to the following conditions:

1. The hours of operation are restricted to Monday through Sunday between the hours of 5:00 AM and 11:00 PM. Any change of hours will require a revised Special Exception.
2. No employees will be taking menu orders from outside of the restaurant.

Staff completed an open building permit and code violation search. There are no open building code cases, building permits, nor liens for the subject property.

For more information on this item, including any of the attachments to this item or additional backup information, please contact Ana Parada, Assistant City Planner, at 954-236-2119.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Resolution - C26261
Exhibit A - Staff Report
Letter of Intent
Traffic Analysis
Noise Study
Survey
Site Plan - Proposed
Photographs
Renderings
Public Notice
Legal Ad
Letter to Applicant

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, GRANTING A SPECIAL EXCEPTION USE PERMIT FOR A FAST-FOOD RESTAURANT WITH DRIVE-THROUGH LOCATED AT 8401 WEST OAKLAND PARK BOULEVARD; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 16-36 of the Code of the City of Sunrise, Florida (City Code), Oakland WB 11, Inc. (Applicant), has applied to the City Commission for approval of a special exception use permit for a fast-food restaurant with drive-through located at 8401 West Oakland Park Boulevard.

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

Section 1. The foregoing Whereas clause is hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of Special Exception Use Permit. Pursuant to Application No. SE-000029-2025 (79:9001), the issuance of a special exception use permit for a fast-food restaurant with drive-through is approved. The Applicant, the property owner, and their successors and assigns shall comply with all staff recommendations and conditions set forth in the Community Development Department's Staff Report to the City Commission, including those listed in the Staff Recommendation to the Board of Adjustment section. A copy of the Staff Report is attached to and made a part of this Resolution as Exhibit A.

Section 3. Violation of Conditions. Pursuant to Section 16-36(h) of the City Code, failure to adhere to the terms and conditions of approval above shall be considered a violation of the City Code and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 4. Term. In accordance with Section 16-36(e) of the City Code, this special exception use permit shall be effective for a period of eighteen (18) months from the effective date of this Resolution, during which time an active building permit or a business tax receipt must be issued consistent with this Resolution for this special exception use permit to remain in effect. In accordance with Section 16-36(i) of the City Code, if, for any reason, the approved special exception use ceases or is discontinued

for a period of one (1) year or more, the property shall not thereafter be used for that special exception use without the subsequent approval of a new special exception use application.

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

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STAFF REPORT

SPRINGTREE PLACE – FAST FOOD RESTAURANT WITH DRIVE THROUGH (SPECIAL EXCEPTION)

Summary

This is an application for Special Exception use approval for a proposed fast food restaurant with drive-through to be located within the existing vacant commercial building formerly known as Florida Coast Bank, located at 8401 W. Oakland Park Boulevard, as shown on the location map. The property is zoned B-2 (Community Business District), and the underlying land use designation is Commercial on the City's Future Land Use Map. The use requires City Commission approval per Subsection 16-36 of the Land Development Code (LDC) for a Special Exception.

General Information

The commercial building found on the subject property was formerly known as Florida Coast Bank and was constructed in 1982. The existing building is approximately 4,296 square feet and includes a covered four-lane drive-through located on the northwest (rear) side of the building. The site is approximately 1.9 acres.

The subject property is bordered to the west and north by office buildings and to the east, across NW 84 Avenue, by professional offices, zoned B-2 (Community Business District). South of the subject property, across W. Oakland Park Boulevard, is a gas station zoned B-3 (General Business District).

Concurrently with this Special Exception application, the applicant has submitted a Revised Site Plan application for review.

Project Description

The applicant proposes to redevelop the existing building by converting it into two tenant spaces. One of the tenant spaces is located on the west side of the building, will consist of a 2,559 square-foot fast-food restaurant with a drive-through. The proposed drive-through will utilize a portion of the existing bank drive-through lanes located on the northwest side of the building. The second tenant space is located on the east side of the building, will consist of a 1,642-square-foot retail tenant space.

As part of the proposed change of use, the site will provide a total of twenty-eight (28) parking spaces, including twenty-six (26) standard parking spaces and two (2) accessible

parking spaces, meeting the requirements of the City Code. The proposed hours of operation for the fast-food restaurant are 5:00 AM to 11:00 PM. The anticipated hours of operation for the future retail tenant space are 10:00 AM to 6:00 PM. The proposed fast-food restaurant is expected to receive two (2) deliveries per week and employ approximately 30 employees, with six (6) to eight (8) employees scheduled during a typical shift.

Staff Evaluation

The applicant has addressed the criteria established in Section 16-36(d) of the LDC for the granting of a Special Exception use as follows:

IMPACT ON SURROUNDING PROPERTIES: The applicant states that, the proposed fast-food restaurant with drive through will not interfere with the property rights of adjacent landowners by creating an unreasonable disruption to the area by way of increased noise, light, storage or use of dangerous materials, intensity of development (alteration of an existing structure) or other reasons. The site is located on the northwest corner of Oakland Park Boulevard and NW 84 Avenue and should not have negative effects on neighborhood and the community in general. Ingress and egress points will be located at the southwestern corner of the site along Oakland Park Boulevard and at the northeast corner of the site along NW 84 Avenue. Traffic north of the site would be for the existing adjacent commercial, office or residential uses.

Deliveries for the fast-food restaurant will be scheduled after peak hours, and trash pickup will occur before peak hours. Peak hours usually occur between 8:00 AM to 10:00 AM, Monday through Friday. There will be approximately six (6) to eight (8) employees working during those peak hours to efficiently handle the demand. The second tenant space will be a future retail tenant, with the anticipated hours of operation between 10:00 AM and 6:00 PM.

The proposed special exception use analysis includes:

- Traffic Noise Analysis: Based on the current traffic levels on all adjacent roads and entry/exit points, the increased noise is considered negligible in accordance with the applicant's noise study and the City's noise consultant's review.

- Rooftop HVAC Noise Analysis: It is understood that the two (2) existing rooftop HVAC units will remain, with the northernmost unit to be relocated toward the center of the roof, where all units sit behind a 4-foot high parapet screen wall. Provided the new HVAC equipment produces similar noise levels as the existing equipment (currently under 50 dBA), the overall decibel level due to these units will slightly drop by 2 to 4 dB at both receiver locations 1 and 2, due to the new extended parapet screen wall. The City's noise consultant concurs with this assessment.

- Speaker Box Noise Analysis: The anticipated sound levels from the order loudspeaker stations at this location are theoretically 21 to 37 dBA, which is well below the ambient noise level and thus will be inaudible as determined by the applicant's noise study and the City's noise consultant's review.

- Light: All site lighting has house-side shields and photometrics show a maximum of 0.5 fc at adjacent property lines.

- Storage & Materials: There will be no outside storage or use of dangerous materials.

- Intensity of Development: The adapted reuse of this abandoned bank building and overall improvements to the site will reduce the intensity of development with the demolition of the bank drive-through lane canopy, an existing electrical room on the west side, and an existing east wall facing NW 84 Avenue. These alterations will result in an increase of pervious areas from 19% to 25.7%.

TRAFFIC: The applicant states that consideration will be given to the volume and type of vehicular traffic associated with such use, particularly its impact on residential streets. A comprehensive traffic impact study was prepared by a professional traffic engineer based on a study methodology agreed upon with City Staff and the City's traffic consultant. The proposed 'Dunkin' restaurant and retail space are expected to generate 112 new AM peak hour vehicle trips and 58 new PM peak hour vehicle trips. These trips are expected to be mostly passenger vehicles, and most trips will originate from Oakland Park Boulevard, which is a principal arterial roadway, with little impact on residential streets.

The study findings indicate that trips from the proposed site will not have a significant impact on the surrounding roadways. The intersection studied is expected to operate at an acceptable level of service in the future with the addition of project trips. Further, the driveway connections are expected to accommodate the traffic demand. The projected drive-through queues are expected to be contained within the provided stacking area onsite and will not impact on the adjacent roadway network. The City's traffic consultant concurs with these findings.

In addition, proposed parking on site will include 26 standard parking spaces, 2 accessible parking spaces and one loading space. There will be two vehicle queue lines able to hold 14 vehicles that will merge into a single food pick-up line. Both vehicle queue lines provide sufficient length to accommodate four (4) vehicles from the menu order boards, for a total storage of eight (8) vehicles from the menu board. Truck deliveries will be scheduled as to not interfere with peak public use of the facility. The loading zone is directly behind the building, eliminating conflict with the drive-through lanes, parking or pedestrian

circulation. Deliveries are anticipated to be on Tuesday and Thursday afternoon, between 3:00 PM and 5:00 PM.

COMPREHENSIVE PLAN: The applicant states the proposed fast-food restaurant with drive-through use supports and furthers the following goals, objectives, and policies of the City of Sunrise Comprehensive Plan:

Future Land Use Element

- Commercial, Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida Region.

  Applicant's Response: The proposed Fast Food Restaurant with drive-through advances Goal 2 by broadening the mix of commercial opportunities available within the City. The adaptive re-use of this facility introduces a complementary service that directly supports local families and employees of adjacent medical offices. By offering convenient, quality fast food, the facility reduces travel needs for the local community, reduces multiple trips, and enhances the overall functionality of this commercial district.

- Phased Growth, Objective 10.3: Efficient Use of Urban Services: Promote the efficient use of urban services by encouraging new development into areas where necessary regional and community facilities and services exist.

  Applicant's Response: The proposed Fast Food Restaurant with drive-through supports Objective 10.3 by locating within an established commercial center where infrastructure, utilities, and community services already exist. The site benefits from access to regional roadways, public utilities, and nearby transit opportunities. By reoccupying a vacant commercial space, the facility makes efficient use of an existing abandoned bank building facility.

- Phased Growth, Objective 12.1: Redevelopment: The City of Sunrise shall continue to improve the condition of deteriorated buildings within the City.

  Applicant's Response: The proposed Fast Food Restaurant with drive-through supports Objective 12.1 by reoccupying a currently vacant bank building site. This reuse of an existing site and building improves its condition, ensures ongoing maintenance, and contributes to the overall upkeep of the Property, consistent with the City's goal of promoting redevelopment and preventing deterioration.

OTHER FACTORS: The applicant states that the alterations will not materially affect public health, safety and welfare while having a lower adverse effect than the previous bank building. The combined restaurant and retail bay building will provide a diverse viable amenity to the community.

Furthermore, the applicant has provided additional points of justification:

- Public schools - readapted use of this commercial property does not impact public schools.
- Utilities - readapted use of this commercial property retains existing use of utilities.
- Public Facilities and Phased Growth - readapted use of this commercial property does not impact public facilities or phased growth.
- Efficient Use of Urban Services - readapted use of this commercial property retains efficient use of public transportation.
- Natural Resources - readapted use of this commercial property does not impact natural resources.
- Air Quality - readapted use of this commercial property does not impact the quantity and concentration of air pollutants.
- Crime Prevention Through Environmental Design:
    I. Natural Surveillance: Site lighting, landscaping and increased storefront openings will enhance natural surveillance.
    II. Natural Access Control: walkways, lighting, signage and landscape will clearly guide people and vehicles to and from proper entrances.
    III. Territorial Reinforcement: The physical design of this adaptive reuse such as pavement treatments, landscaping and signage clearly distinguished public from private areas. Potential trespassers perceive this control and are thereby discouraged.
    IV. Maintenance: Readapted use and maintenance of this commercial property will be consistently maintained and will enhance the surrounding community.

Staff Recommendation to the Board of Adjustment, October 6, 2026

Staff find this application meets all applicable LDC requirements for the granting of Special Exception use for a Fast Food Restaurant with Drive-Through. Therefore, Staff recommends approval subject to the following conditions:

1. The hours of operation are restricted to Monday through Sunday between the hours of 5:00 AM and 11:00 PM. Any change of hours will require a revised Special Exception.
2. No employees will be taking menu orders from outside of the restaurant.

Board of Adjustment Recommendation, October 6, 2026

At its meeting on October 6, 2026, the Board approved Staff's recommendation subject to the conditions listed above.

Final Staff Recommendation to the City Commission, October 27, 2026

Staff recommends the approval of this application subject to the conditions listed above.

Planner: Ana Parada
File No.: SE-000029-2025 (79:9001)

Location Map



BERRIE
Architecture
& Design, Inc.

Established in 1991

AR0013040

16000 Loch Katrine Trail, #8006, Delray Beach FL 33446
Phone (954) 605-1062 • Email berrie@berriedesign.com
www.berriedesign.com • www.linkedin.com/pub/richard-berrie/12/5b/213/
Your Architect today and tomorrow!

Date:	June 18, 2026
To:	City of Sunrise Community Development Department 10770 W. Oakland Park Blvd. Sunrise, Florida 33351
Re:	Special Exception – Restaurant, fast food with drive-through
Location:	8401 W. Oakland Park Blvd., Sunrise FL 33351
Application No.:	SE-000029-2025

Special Exception Letter of Intent

To whom it may concern:

We are requesting special exception use for the proposed alterations of a portion of an existing abandoned bank building into a fast-food restaurant with a drive-through pick-up lane. This restaurant will be located in the west space #1; with a second space #2 to the east a retail bay. This property is located at 8401 W Oakland Park Blvd., Sunrise, FL 33351which is the corner of West Oakland Park Blvd. and NW 84th Ave which is a commercial subdivision zoned as B-2 Community Business District.

A site plan application has been submitted concurrently for the reconfiguration of the site and for the existing structure to be split into these two tenant spaces.

Proposed Tenant space #1 will be a fast-food restaurant with a drive through lane operated as a Dunkin' restaurant with thirty (30) new employment positions. The restaurant will be open between 5 AM to 11 PM with approximately 6 – 8 employees working during peak hours. The retail bay is anticipated to be open between 10:00 AM to 6:00 PM.

The following is to present the necessity information for special exception use requested and, as required by Sec. 16-36(d) of the Land Development Code as follows:

1. Impact on surrounding properties: The proposed new facility as fast food restaurant with drive-through will not interfere with the property rights of adjacent landowners by creating an unreasonable disruption to the area by way of increased noise, light, storage or use of dangerous materials, intensity of development (alteration of an existing structure) or other reasons.

   The site is located on the north-west corner of Oakland Park Boulevard and NW 84th Avenue should not have negative effects on neighborhood and the community in general. Vehicular traffic will access the site at the west end off of Oakland Park Boulevard and at the north-east corner off of NW 84th Avenue. Traffic north of the site would be for existing adjacent commercial or residential uses.

   Deliveries for the fast-food restaurant will be scheduled after peak hours and trash pickup will occur before peak hours. Peak hours usually occur between 8 AM to 10 AM, Monday through Friday. There will be approximately 6 – 8 employees working during those peak hours to efficiently handle

the demand. No employees will be taking orders from outside of the restaurant – all business will take place between the menu board and drive-through window. Proposed Tenant space #2 will be a future retail tenant. Anticipated hours of operation to be 10:00 AM to 6:00 PM.

The proposed special exception use will maintain the safety, welfare and have a lower adverse effect than the previous bank building on the residential area as follows:

Traffic Noise Analysis: Based on the current traffic levels on all adjacent roads and entry/exit points, the equivalent increase of noise due to traffic is a fraction of a decibel, which is too low to be perceived by the human ear, and thus negligible.

Rooftop HVAC Noise Analysis: It is understood that the 2 existing Rooftop HVAC units will remain, with the northernmost unit to be relocated toward the center of the roof, where all units sit behind a 4' high parapet screen wall. Provided the new HVAC equipment produces similar noise levels as the existing equipment (Currently under 50 dBA), the overall decibel level due to these units will slightly drop by 2-4 dB at both receiver locations 1 and 2, due to the new extended parapet screen wall.

Speaker Box Noise Analysis: The anticipated sound levels from the order loudspeaker stations at this location are theoretically 21-37 dBA which is well below the ambient noise level, and thus will be inaudible.

Light: All site lighting has house-side shield and Photometrics show a maximum of 0.5 fc at adjacent property lines.

Storage & Materials: There will be no outside storage or use of dangerous materials.

Intensity of Development: The adapted reuse of this abandoned bank building and overall improvements to the site will reduce the intensity of development with the demolition of the bank drive-through lane canopy, an existing electrical room on the west side, and an existing long faux east wall facing NW 84th Avenue. These alterations will result in a more open and appealing site along with an increase of pervious areas from 19% to 25.7% along with promoting an environmentally responsible, energy-efficient, and healthy building.

2. Traffic: Consideration will be given to the volume and type of vehicular traffic associated with such use, particularly its impact on residential streets.

A comprehensive traffic impact study was prepared by a professional traffic engineer based on a study methodology agreed upon with City staff and the City's traffic consultant. The proposed 'Dunkin' restaurant and retail space are expected to generate 112 new AM peak hour vehicle trips and 58 new PM peak hour vehicle trips. These trips are expected to be mostly passenger vehicles, and most trips will originate from Oakland Park Boulevard, which is a Principal Arterial Roadway, with little impact to residential streets. The study findings indicate that trips from the proposed site will not have a significant impact on the surrounding roadways. The study intersection is expected to operate at an acceptable level of service in the future with the addition of project trips. Further, the driveway connections are expected to accommodate the traffic demand. The projected drive-through queues are expected to be contained within the provided stacking area onsite and will not impact the adjacent roadway network.

Proposed parking on site will include 26 standard parking spaces, 2 accessible parking spaces and one loading space. There will be two vehicle queue lines able to hold 14 vehicles that will merge into a single food pick-up line. Both vehicle queue lines provide sufficient length to accommodate four vehicles from the menu order boards. Truck deliveries will be timed to not interfere with peak public use of the facility. The loading zone is directly behind the building eliminating conflict with

the drive-through lanes, parking or pedestrian circulation. Deliveries are Tuesday and Thursday afternoon between 3:00 and 5:00 PM and product are brought into the store with a hand truck.

3. Comprehensive plan: Conformity to goals, objectives and policies of the Sunrise Comprehensive Plan. The proposed restaurant with drive through supports and furthers the following goals, objectives, and policies of the Sunrise Comprehensive Plan:

Future Land Use Element:

Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida Region.

The proposed Fast-Food Restaurant with drive through advances Goal 2 by broadening the mix of commercial opportunities available within the city. The adaptive re-use of this facility introduces a complementary service that directly supports local families and employees of adjacent medical offices. By offering convenient, quality fast-food, the facility reduces travel needs for the local community, reduces multiple trips, and enhances the overall functionality of this commercial district.

Objective 10.3: Efficient Use of Urban Services: Promote the efficient use of urban services by encouraging new development into areas where necessary regional and community facilities and services exist.

The proposed Fast-Food Restaurant with drive through supports Objective 10.3 by locating within an established commercial center where infrastructure, utilities, and community services already exist. The site benefits from access to regional roadways, public utilities, and nearby transit opportunities. By reoccupying a vacant commercial space, the facility makes efficient use of an existing abandoned bank building facility.

Policy 10.3.2: Regional or community libraries, clinics, civic centers, schools, cultural facilities and other public facilities such as passive and active parks, government buildings, and sports complexes, should be located in areas of concentrated activity, such as community or regional shopping centers or major transportation interchanges, in order to allow multipurpose trips, provide easy access by mass transit and minimize parking areas.

The proposed Fast-Food Restaurant with drive through is consistent with FLU Policy 10.3.2 because it is located within an area of concentrated commercial activity. Its location allows families to easily enter and exit the facility from a regional roadway combined with drive through services, to minimize travel time, encouraging multipurpose trips and reducing overall vehicle travel. The site is served by major transportation routes and nearby transit options, providing convenient access for the community.

FLU Goal 12: Eliminate areas of blight.

The proposed Fast-Food Restaurant with drive through supports Goal 12 by reoccupying a currently vacant commercial bank building space with four drive through teller lanes. Revitalizing and bringing the Property back into active use eliminates the conditions associated with long-term vacancy, prevents decline in the surrounding area, and enhances the appearance of the area. This reinvestment strengthens the commercial corridor while providing a needed community service.

Objective 12.1: Redevelopment: The City of Sunrise shall continue to improve the condition of deteriorated buildings within the City.

The proposed Fast-Food Restaurant with drive through supports Objective 12.1 by reoccupying a currently vacant bank building site. This reuse of an existing site and building improves its

condition, ensures ongoing maintenance, and contributes to the overall upkeep of the Property, consistent with the City's goal of promoting redevelopment and preventing deterioration.

4. Other factors: Any additional factors or considerations which may be reasonably calculated to materially affect public health, safety and welfare.

   The "Springtree Place" alterations will not materially affect public health, safety and welfare while having a lower adverse effect than the previous bank building. The combined restaurant and retail bays will provide a diverse viable amenity to the community within a clean, modern and improved building with an updated street front building façade located within a well-lit open site.

   - Public schools - readapted use of this commercial property does not impact public schools.
   - Utilities - readapted use of this commercial property retains existing use of utilities.
   - Public Facilities and Phased Growth - readapted use of this commercial property does not impact public facilities or phased growth.
   - Efficient Use of Urban Services - readapted use of this commercial property retains efficient use of public transportation.
   - Natural Resources - readapted use of this commercial property does not impact natural resources.
   - Air Quality – readapted use of this commercial property does not impact the quantity and concentration of air pollutants.
   - Crime Prevention Through Environmental Design:

   i. Natural Surveillance: Site lighting, landscaping and increased storefront openings will enhance natural surveillance.
   ii. Natural Access Control: walkways, lighting, signage and landscape will clearly guide people and vehicles to and from proper entrances.
   iii. Territorial Reinforcement – the physical design of this adaptive reuse such as pavement treatments, landscaping and signage clearly distinguished public from private areas. Potential trespassers perceive this control and are thereby discouraged.
   iv. Maintenance – readapted use and maintenance of this commercial property will be consistently maintained and will enhance the surrounding community.

5. The proposed fast-food restaurant with drive-through is located within a zoned B-2 Community Business District. Adjacent uses to the north and west are B-2 Community Business District uses. The west property is a four-story office building and the north property is a single-story office building. To the south is the six lane Oakland Park Boulevard right-of-way and to the east is the N.W. 84th Avenue right-of-way. The closest residential property is located two properties to the north, 111 feet north of this property north line and is separated by a commercial office building use.

   The new fast food restaurant use will provide thirty (30) new employment positions with staffed employees during operational hours making patrons feel safer during evening hours and overall improving the liveliness of the community.

   The proposed new use will have a lower adverse effect than the previous bank building as all new roof top equipment fully enclosed within a screen wall set 10 feet back from the roof edges. Previous screen wall was not enclosed along the rear of the property.

   The new facility will have all new and improved site lighting with lighting shields for source point that being relocated to not conflict with tree canopies. Previous site lighting along Oakland Park Boulevard was obstructed by overgrown tree canopies. These new fixtures are proposed to be located adjacent to the drive aisles or within open spaces through-out the site to ensure balanced, well-lit and secured areas of the site. These proposed new lighting levels meet City standards and will not cause any unreasonable disruption to adjacent properties by way of increased light spillage.

The previous bank's four drive through lanes are being reduced to two order lanes, reducing any unreasonable disruption to the area by way of increased noise. While the original bank teller window was located towards the north (rear) of the site, the new drive-through service window will be located on the west side of the building towards the south and further away from residential communities located two properties north of this site.

No employees will be taking orders from outside of the restaurant – all business will take place between the menu boards and drive-through window.

The previous trash enclosure that was located within the north setback is being relocated towards the west side of the property with easier access. Trash pick-up is anticipated to be twice a week.

The proposed loading zone will be directly behind and have direct access to the building service doors to minimize conflict with vehicular and pedestrian traffic along with minimizing noise associated with deliveries. Deliveries will be two times a week in the afternoon between 12:00 PM and 5:00 PM.

There will be all new landscaping through-out the site to make the site more attractive and to enhance the surrounding community. There will be no storage or use of dangerous materials on site. Safety measures will include external cameras at the drive through lane locations and within the restaurant and the Owner has made a commitment to register under the City of Sunrise "Trespass Program."

This property is surrounded with a four-story office building to the west and a single-story office building to the north, a six lane Oakland Park Boulevard to the south and N.W. 84th Avenue to the east. The closest residential property has rear yards 111 feet north of this property and is buffered by the single-story office building with a sloped roof.

It is our opinion that the adapted reuse of the abandoned bank property use and upgraded building façade modifications will be a positive will result in an overall improvement to the community.

Should you have any questions, please feel free to contact me.

Respectfully:

Richard A. Berrie, P.A., MAURP, VP for the firm.
(**A**rchitect, **M**asters of **A**rt in **U**rban & **R**egional **P**lanning)

Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.06.18 08:43:37 -04'00'

Bowman

SpringTree Place

Dunkin Donuts

Traffic Analysis

Broward County, Florida

Bowman Project No. 314403-01-001

Prepared for:

All Store Management and Monitoring, Inc.
9170 W State Road 84
Davie, FL 33324

March 11, 2026

bowman.com

SpringTree Place Dunkin Donuts
Traffic Analysis

Broward County, FL

Prepared for:
All Store Management and Monitoring, Inc.
9170 W State Road 84
Davie, FL 33324

Prepared by:
Bowman Consulting Group, Ltd.
2090 Palm Beach Lakes Blvd, Suite 400
West Palm Beach, FL 33409
561.840.8650



Natalia T. Lercari, P.E.
Professional Engineer
License No. 68205
State of Florida, Board of Professional Engineers

March 11, 2026

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Introduction

Bowman Consulting Group, LTD. (Bowman) has prepared a traffic analysis for the redevelopment of the site located at 8401 W Oakland Park Boulevard, in the City of Sunrise, Florida. The site is currently a vacant bank building. The proposed development, with a projected buildout of 2026, will include a Restaurant with Drive-through and Retail (specifically a 2,559-square-foot Dunkin Donuts with two (2) drive-through lanes, and 1,642 square feet of retail space). The retail tenant is currently not known.

This study evaluates the traffic impacts associated with the proposed development on the surrounding roadway network for three (3) scenarios: Existing (2025) conditions, Background (2026) conditions (future traffic without project traffic), and Total (2026) conditions (future traffic with project traffic). The study area includes Oakland Park Boulevard at NW 84 Avenue as the study intersection, the Site Driveway at Oakland Park Boulevard, and the Site Driveway at NW 84 Avenue. The study methodology letter is included in **Attachment A**. There have been slight modifications to the site layout since the approval of the methodology letter. The site location is graphically depicted on **Figure 1**. The site plan is attached in **Attachment B**.

Figure 1 Site Location

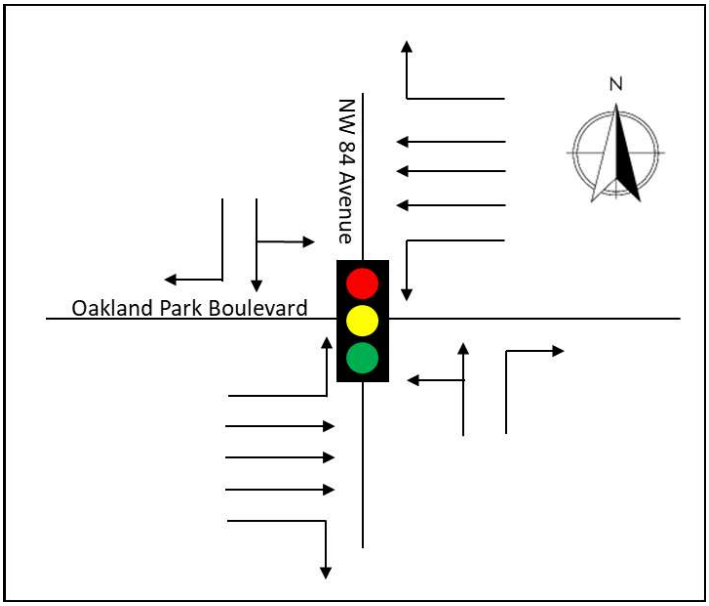


Roadway Characteristics

Oakland Park Boulevard is a six-lane, two-way roadway with a raised median and a posted speed limit of 45 miles per hour (MPH). Street lighting is provided on the north side of the roadway. Sidewalks, curb/gutter, and bicycle lanes are provided on both sides of the roadway. A westbound bus only lane is provided immediately west of NW 84 Avenue. Two (2) Broward County Transit (BCT) bus stops serving Route 72 are provided along Oakland Park Boulevard. Approximately 100 feet west of the west leg crosswalk, a bus stop is provided on the north side of the roadway, and approximately 70 feet east of the east crosswalk, a bus stop with shelter is provided on the south side of the roadway. NW 84 Avenue is a two-lane two-way road with a posted speed limit of 30 MPH north of Oakland Park Boulevard and 15 MPH south of Oakland Park Boulevard. North of Oakland Park Boulevard, sidewalk is provided on both sides of the roadway, curb/gutter is provided only on the west side of the roadway, and street lighting is provided on the east side of the roadway. South of Oakland Park Boulevard, sidewalk is provided on the west side of the roadway, and curb/gutter and street lighting is provided on the east side of the roadway.

The study intersection is currently a signalized intersection with mast arm traffic signal control. Protected/permitted phasing is provided for the eastbound and westbound left turn movements and permitted-only phasing is provided for the northbound and southbound left turn movements.

Figure 2 Intersection Geometry



The land uses surrounding the study intersection include a mix of retail, medical office, and gas station. North of Oakland Park Boulevard, NW 84 Avenue provides access to a medical office building and to residential communities and terminates at SpringTree Drive. South of Oakland Park Boulevard, NW 84 Avenue provides access to a gas station and residential communities and terminates at the entrance to Waterside Villas.

Standard crosswalks are provided for all legs of the study intersection. Pedestrian signal heads and push buttons are provided for crossing all crosswalks. Exclusive turn lanes exist for the eastbound and westbound left turn movements, and for right turn movements on all approaches. The study intersection existing geometry is shown on **Figure 2**.

Traffic Volumes

Existing (2025) Conditions

Turning movement counts were collected at the study intersection on Tuesday, April 8, 2025, from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. The data is included in **Attachment C**. The collected counts were adjusted to reflect peak season conditions by applying a Peak Season Conversion Factor (PSCF) of 1.01 obtained from the *2024 Florida Department of Transportation (FDOT) Peak Season Factor Category Report*, included in Attachment C. The AM and PM peak hour intersection volume development tables are included in Attachment C.

Background (2026) Conditions

Traffic volumes for Background (2026) traffic conditions were calculated by applying a growth rate to existing volumes based on five-year (2019 - 2023) and ten-year (2014 - 2023) trend analysis from FDOT count stations 86-7553 and 86-9461 located along Oakland Park Boulevard, which are attached as part of the traffic methodology letter. As summarized in **Table 1**, the calculated growth rate is negative for the five-year trend analysis and mostly negative for the ten-year trend analysis. The highest average growth rate is 0.44 percent. Therefore, a 0.5 percent growth rate was used for the analysis.

Table 1 Growth Rate Calculation

		LINEAR REGRESSION		EXPONENTIAL		DECAY EXPONENTIAL	
FDOT STATION	LOCATION	GROWTH RATE	R-SQUARED	GROWTH RATE	R-SQUARED	GROWTH RATE	R-SQUARED
5 YEARS (2019-2023)							
86-7553	OAKLAND PARK BOULEVARD, WEST OF PINE ISLAND ROAD	-1.40%	65.09%	-1.42%	64.73%	-1.58%	79.94%
86-9461	OAKLAND PARK BOULEVARD, WEST OF UNIVERSITY DRIVE	-1.11%	5.92%	-1.01%	4.86%	-2.10%	20.83%
		AVERAGE GR =	-1.26%	AVERAGE GR =	-1.22%	AVERAGE GR =	-1.84%
10 YEARS (2014-2023)							
86-7553	OAKLAND PARK BOULEVARD, WEST OF PINE ISLAND ROAD	3.45%	48.48%	2.79%	48.53%	2.33%	24.11%
86-9461	OAKLAND PARK BOULEVARD, WEST OF UNIVERSITY DRIVE	-2.58%	68.99%	-2.88%	66.18%	-2.93%	69.10%
		AVERAGE GR =	0.44%	AVERAGE GR =	-0.04%	AVERAGE GR =	-0.30%

Total (2026) Conditions

Project Driveway Access

Access to the project site will be provided via a right-in/right-out Site Driveway at Oakland Park Boulevard and a full access Site Driveway at NW 84 Avenue.

Project Trip Generation

Using information obtained from the Institute of Transportation Engineers (ITE), *Trip Generation Manual,* 11th Edition, excerpts of which are attached in Attachment C, trip generation estimates were developed for the proposed land uses. The trip generation analysis for daily, AM peak hour, and PM peak hour conditions is summarized in **Table 2**. The analysis indicates that the proposed development is anticipated to result in 861 daily trips, 112 AM peak hour trips, and 58 PM peak hour trips. Two scenarios were analyzed for the trip generation, one considering the 1,642 square feet a Strip Retail Plaza and another considering it a Fast Casual Restaurant. The most conservative analysis, Strip Retail Plaza, was used for the traffic analysis. The trip generation analysis with Fast Casual Restaurant is provided in **Attachment D** for informational purposes.

Table 2 Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE [1]	IN	OUT	TOTAL TRIPS			PASS-BY [1] [2] [3]				NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	%	IN	OUT	TOTAL
DAILY															
Coffee/Donut Shop with DT Window	937	2,559 SF	T= 533.6 (X)	50%	50%	683	682	1,365	342	341	683	50%	341	341	682
Strip Retail Plaza (less than 40,000 SF)	822	1,642 SF	T= 42.2 (X) + 229.68	50%	50%	149	150	299	60	60	120	40%	89	90	179
Total						**832**	**832**	**1,664**	**402**	**401**	**803**		**430**	**431**	**861**
AM PEAK HOUR															
Coffee/Donut Shop with DT Window	937	2,559 SF	T= 85.88 (X)	51%	49%	112	108	220	56	54	110	50%	56	54	110
Strip Retail Plaza (less than 40,000 SF)	822	1,642 SF	T= 2.36 (X)	60%	40%	2	2	4	1	1	2	40%	1	1	2
Total						**114**	**110**	**224**	**57**	**55**	**112**		**57**	**55**	**112**
PM PEAK HOUR															
Coffee/Donut Shop with DT Window	937	2,559 SF	T= 38.99 (X)	50%	50%	50	50	100	28	27	55	55%	22	23	45
Strip Retail Plaza (less than 40,000 SF)	822	1,642 SF	Ln(T)= 0.71 Ln(X) + 2.72	50%	50%	11	11	22	4	5	9	40%	7	6	13
Total						**61**	**61**	**122**	**32**	**32**	**64**		**29**	**29**	**58**

(1) Source: ITE Trip Generation Manual, 11th Edition.

(2) Pass-by rates for LU 937 are not available in ITE; therefore, pass-by rates for LU 934 were used.

(3) Pass-by rates for LU 822 are not available in ITE; therefore, pass-by rates for LU 821 were used.

Project Trip Distribution

The project distribution was based on a review of existing traffic volumes and roadway characteristics for the surrounding roadway network, nearby land uses, and the proximity to other Dunkin Donuts locations. The following distribution was used for net new trips:

- To/from north on NW 84 Avenue: Five (5) percent
- To/from the south on NW 84 Avenue: Five (5) percent
- To/from the east on W Oakland Park Boulevard: 45 percent
- To/from the west on W Oakland Park Boulevard: 45 percent

The project distribution and assignment for net new trips and pass-by trips are graphically shown on **Figure 3** and **Figure 4**, respectively, and the assignment for the total project trips are graphically shown on **Figure 5**.

Figure 3 Net New Trips Distribution and Assignment

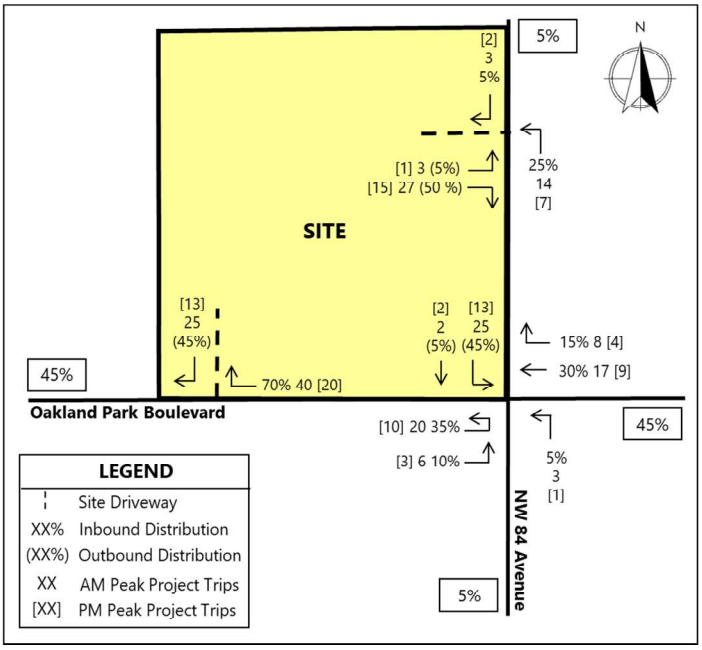


Figure 4 Pass-by Trips Distribution and Assignment

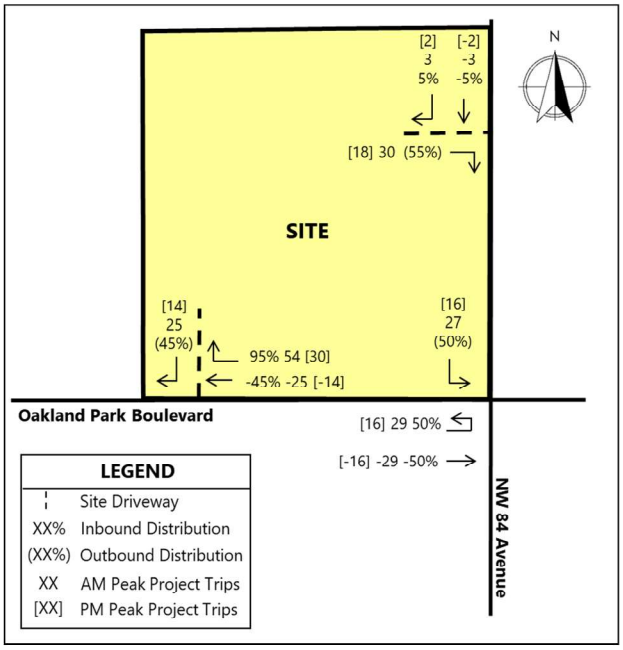
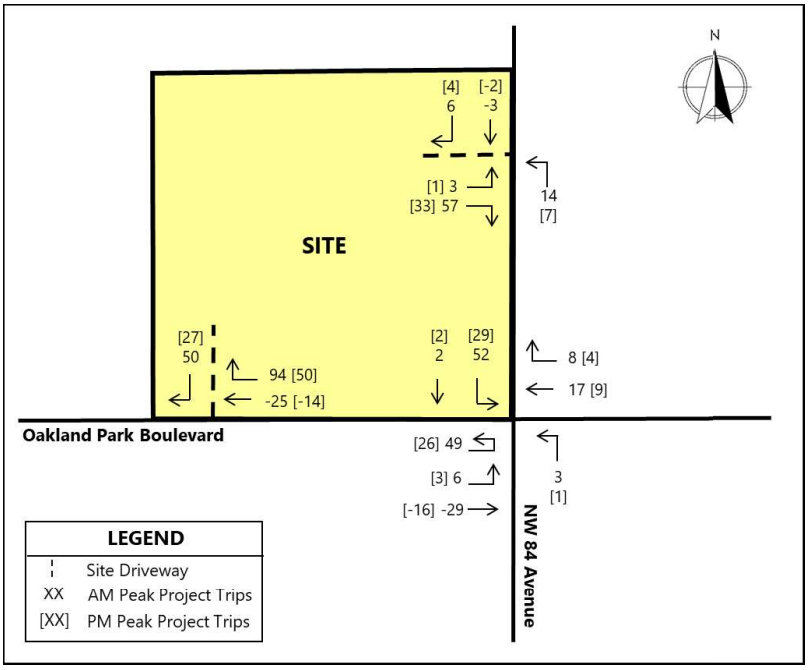


Figure 5 Total Project Trips



Turn Lane Evaluation

A turn lane evaluation was performed for the access to the site based on Broward County guidelines. Broward County guidelines indicate that a left turn lane is required when the speed limit equals or exceeds 35 MPH, if the ADT of the driveway is 1,000 vehicles or more, or the average peak hour inbound left turn volume is 25 vehicles or more. A right turn lane is required when the speed limit on the driveway equals or exceeds 35 MPH or if the development will generate one hundred (100) or more inbound right turn movements during the peak hour.

Along Oakland Park Boulevard, access to the site is currently provided via a Bus Only/exclusive right turn lane. Along NW 84 Avenue, the posted speed limit is 30 MPH as previously mentioned. Further, the highest southbound right turn volume is six (6) vehicles, the highest northbound left turn volume is 14 vehicles, and the driveway daily volume is 608. Therefore, exclusive left or right turn lanes are not proposed for the driveway connection to NW 84 Avenue.

Intersection Capacity Analysis

Intersection capacity analysis was performed for the study intersection and driveway connections during the AM and PM peak hours for existing, background and total conditions, using the Synchro 12 software. The Highway Capacity Manual (HCM) 7th Edition methodology was used for the driveway connections. The synchro methodology was used for the signalized intersection because the HCM methodology results appeared unrealistic. Peak hour factors and heavy vehicle percentages were based on the collected data. The intersection capacity analysis worksheets are provided in **Attachment E**. Signal timing information was obtained from Broward County and is also included in Attachment E.

Intersection Delay and Level of Service

Results of the AM and PM peak hour intersection capacity analyses for Existing, Background, and Total conditions are summarized in **Table 3**. The study intersection currently operates, as is expected to continue to operate, at an acceptable overall level of service during Existing, Background, and Total conditions. Most approaches are expected to operate at an acceptable level of service during Existing, Background, and Total traffic conditions except for the southbound approach during PM peak hour conditions.

Most travel movements currently operate, and are expected to continue to operate, at an acceptable level of service except for the northbound and southbound through plus left turn movements, which operate with higher delays during Existing, Background, and Total conditions. The vehicular delays during Total conditions are similar to the vehicular delays for Existing and Background conditions. A table summarizing the LOS, delay, and queue for all movements and approaches is included in Attachment E.

Table 3 Intersection Capacity Analysis Summary

Location	Conditions	Time	Level of Service									
			Overall		EB		WB		NB		SB	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
Oakland Park Boulevard at NW 84 Avenue	Existing	AM	B	10.6	A	8.4	A	9.7	C	32.2	C	28.7
		PM	A	7.7	A	4.9	A	5.7	D	45.0	D	48.0
	Background	AM	B	10.6	A	8.4	A	9.8	C	32.2	C	28.7
		PM	A	7.8	A	4.9	A	5.7	D	45.0	D	48.0
	Total	AM	B	14.2	A	9.8	B	13.8	C	30.4	D	46.0
		PM	B	10.9	A	7.0	A	8.8	D	36.4	E	59.2
Site Driveway at Oakland Park Boulevard	Total	AM	A	0.3	A	0.0	A	0.0	-		C	20.6
		PM	A	0.2	A	0.0	A	0.0	-		C	18.4
Site Driveway at NW 84 Avenue	Total	AM	A	2.7	A	9.2	-		A	1.4	A	0.0
		PM	A	1.5	A	8.9	-		A	0.5	A	0.0

Intersection Queues

Based on the review of intersection capacity analysis for the intersection of Oakland Park Boulevard at NW 84 Avenue, the vehicular queues for all exclusive turn lane movements (eastbound left turn, eastbound right turn, westbound left turn, northbound right turn, and southbound right turn) are contained within their available storage during Existing, Background and Total conditions.

Drive Through Queueing Analysis

The site will provide two (2) drive-through lanes, with a total capacity for 13 vehicles in both queue lanes. Initial discussions considered one of the drive-through lanes as mobile-order only. Therefore, a queue study was performed at the only Dunkin Donuts location that includes a mobile-only drive through lane in the south Florida area, in addition to a traditional order lane. The surveyed Dunkin Donuts site address is 3301 Colonial Boulevard Fort Myers, Florida, 33966. The building intensity is 2,415 square feet, which is comparable to the proposed Dunkin Donuts building.

Vehicular queue data was collected at the site for 12 hours from 7:00 AM to 7:00 PM on Friday, April 25, 2025, and Saturday, April 26, 2025. The maximum number of vehicles in the queues were recorded in five-minute increments. The queue data is included in **Attachment F**.

The results of the analysis, summarized in **Table 4**, indicate that the maximum queue was 14 vehicles in the ordering lane and three (3) vehicles in the mobile-order lane on both Friday and Saturday. The average queue in the ordering lane was four (4) vehicles on Friday and five (5) vehicles on Saturday and there was one (1) vehicle in the mobile-order lane on both Friday and Saturday. The maximum queues at any one time for both the ordering and mobile-order lanes were 15 vehicles (occurred in one instance at 7:25 AM) on Friday and 17 vehicles (occurred in one instance at 7:40 AM) on Saturday. The 95th percentile queues at any one time for both the ordering and mobile-order lanes were 12 vehicles on Friday and 13 vehicles on Saturday.

Table 4 Drive-Through Queuing Analysis Summary

Time Period	Ordering Queue		Mobile Order Queue		Ordering + Mobile Order Queue(1)	
	Max (Veh)	Avg (Veh)	Max (Veh)	Avg (Veh)	Max (Veh)	95th Percentile (Veh)
Friday	14	4	3	1	15	12
Saturday	14	5	3	1	17	13

(1) Queue during same time period

Based on this analysis, the 95th percentile queue demand will be accommodated within the proposed stacking area. Further, any queue formed that extends beyond the proposed stacking area will be brief and will dissipate within minutes. Therefore, the drive-through queues are not expected to significantly impact the adjacent proposed retail space or drive aisle within the site.

Conclusion

Based on the analysis contained herein, the proposed development will not have a significant impact at the study intersection. The study intersection currently operates, as is expected to continue to operate, at an acceptable overall level of service during Existing, Background, and Total traffic conditions. The driveway connections are expected to accommodate the traffic demand. The 95th percentile queues are expected to be contained within the provided stacking area and are, therefore, not anticipated to significantly impact the proposed adjacent retail space or drive aisle within the site.

Bowman

Attachment A

Traffic Methodology Letter

Bowman

April 3, 2025

Loretta Permaul
All Store Management and Monitoring Inc
9170 W State Rd 84
Davie, Fl 33324

RE: SpringTree Place Dunkin Donuts Traffic Methodology
Bowman Project No. 314403-01-001

Dear Ms. Permaul:

Please accept this Traffic Methodology Letter to be used for the redevelopment of the site located at 8401 W Oakland Park Boulevard, in the City of Sunrise, Florida. The site is currently a vacant bank building. The proposed development, with a projected buildout of 2026, will include a 2,572-square foot Dunkin Donuts with one (1) drive-through lane for ordering customers and one (1) drive-through lane for mobile orders, and 1,676 square feet of retail space. The retail tenant is currently not known. The site plan is attached in **Appendix A. Figure 1** graphically depicts the site location.

Figure 1 Site Location



Bowman

Study Area

The study area for the project will include following study intersection and project driveways:

- Oakland Park Boulevard at NW 84 Avenue (signalized)
- Oakland Park Boulevard at site driveway (unsignalized)
- NW 84 Avenue at site driveway (unsignalized)

Analysis Scenarios

The analysis scenarios for this study will include Existing (2025) conditions, Background (2026) conditions (future without project), and Total (2026) conditions (future with project).

Data Collection

Turning movement counts will be collected during one (1) typical weekday, for the morning peak period (7:00 AM to 9:00 AM) and afternoon peak period (4:00 PM to 6:00 PM) at the study intersection. The volumes approaching and departing this study intersection will be used as through traffic at the project driveways.

Field Observations

Field observations will be performed during one (1) typical weekday, for the morning and afternoon peak hours at the study intersection.

Existing Conditions Analysis

Collected counts will be adjusted to reflect peak season, AM and PM peak hour traffic volumes by applying a peak-season conversion factor obtained from the 2023 FDOT *Peak Season Factor Category Report*. Intersection capacity analyses will be evaluated for the study intersection and project driveways using the Synchro Software. The HCM output will be used, if available. Alternatively, the Synchro output will be used. The adopted level of service criteria will be Level of Service D. Synchro queues will be compared against the available storage lengths for the exclusive turn lanes at the study intersection.

Future Conditions Analysis – Background Traffic Conditions

Traffic volumes for Background (2026) traffic conditions will be calculated by applying a growth rate to existing volumes based on five-year (2019 - 2023) and ten-year (2014 - 2023) trend analysis from FDOT count stations 86-7553 and 86-9461 located along W Oakland Park Boulevard. The historical volume data is included in **Appendix B**. As summarized in **Table 1**, the calculated growth rate is negative for the five-year trend analysis and mostly negative for the ten-year trend analysis. The highest average growth rate is 0.44 percent. Therefore, a 0.5 percent growth rate will be used for the analysis.

Table 1 Growth Rate Summary

		LINEAR REGRESSION		EXPONENTIAL		DECAY EXPONENTIAL	
FDOT STATION	LOCATION	GROWTH RATE	R-SQUARED	GROWTH RATE	R-SQUARED	GROWTH RATE	R-SQUARED
5 YEARS (2019-2023)							
86-7553	OAKLAND PARK BOULEVARD, WEST OF PINE ISLAND ROAD	-1.40%	65.09%	-1.42%	64.73%	-1.58%	79.94%
86-9461	OAKLAND PARK BOULEVARD, WEST OF UNIVERSITY DRIVE	-1.11%	5.92%	-1.01%	4.86%	-2.10%	20.83%
		AVERAGE GR =	-1.26%	AVERAGE GR =	-1.22%	AVERAGE GR =	-1.84%
10 YEARS (2014-2023)							
86-7553	OAKLAND PARK BOULEVARD, WEST OF PINE ISLAND ROAD	3.45%	48.48%	2.79%	48.53%	2.33%	24.11%
86-9461	OAKLAND PARK BOULEVARD, WEST OF UNIVERSITY DRIVE	-2.58%	68.99%	-2.88%	66.18%	-2.93%	69.10%
		AVERAGE GR =	0.44%	AVERAGE GR =	-0.04%	AVERAGE GR =	-0.30%

Committed development projects may also be included if applicable. Based on coordination with City staff, no committed development projects need to be included. Intersection capacity analyses will be performed for the study intersection and project driveways. Truck factors and peak hour factors will be based on existing data, which will be collected as part of the data collection effort. Synchro queues will be compared against the available storage lengths for the exclusive turn lanes at the study intersection.

Project Trip Generation

The trip generation will be based on information provided in the Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition. The daily, AM, and PM trips will be summarized in tabular format.

Project Trip Distribution and Assignment

The project distribution was based on a review of existing traffic volumes and roadway characteristics for the surrounding roadway network, nearby land uses, and the proximity to other Dunkin Donuts locations. The following distribution is proposed for net new trips:

- To/from the north on NW 84 Avenue: Five (5) percent
- To/from the south on NW 84 Avenue: Five (5) percent
- To/from the east on W Oakland Park Boulevard: 45 percent
- To/from the west on W Oakland Park Boulevard: 45 percent

The project distribution for the net new and pass-by trips are graphically shown on **Figure 2**, and **Figure 3**, respectively.

Figure 2 Net New Trip Distribution

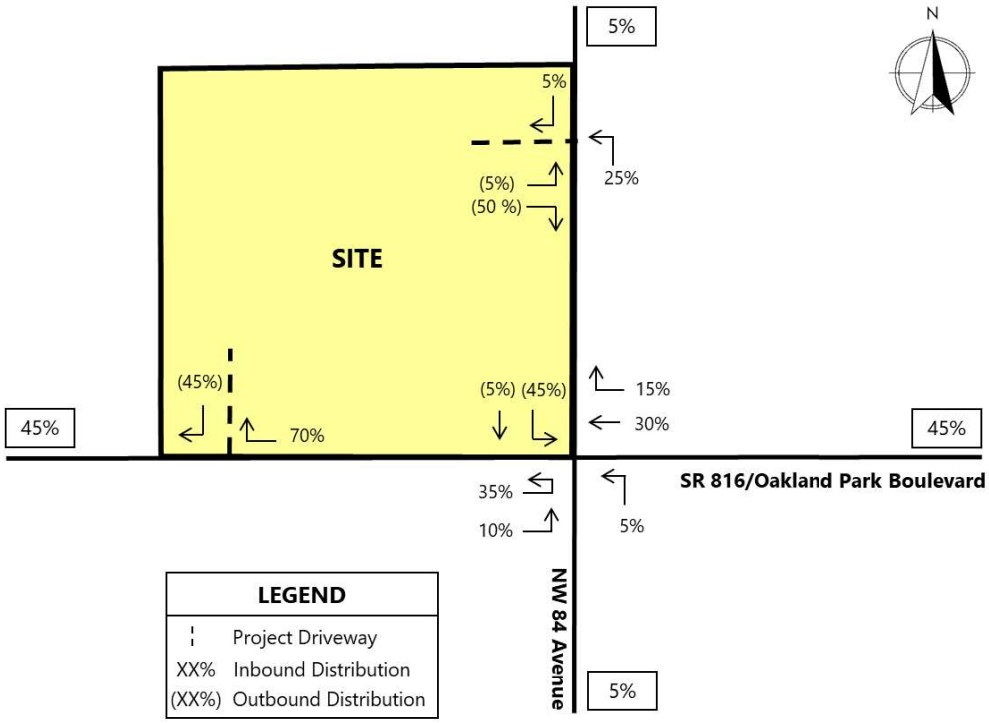
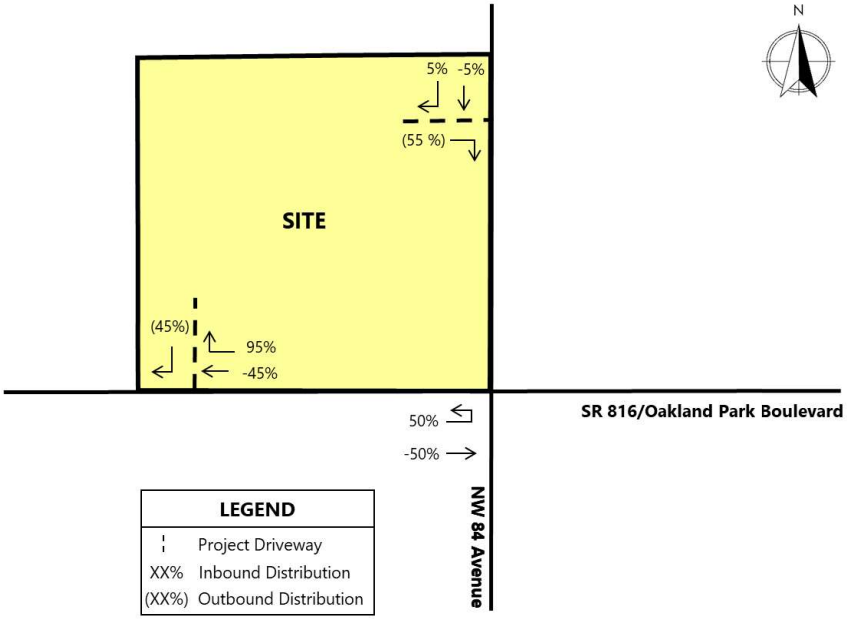


Figure 3 Pass-by Trip Distribution



Future Conditions Analysis – Total Traffic Conditions

Future total traffic volumes will be determined by summing together project trips with background traffic volumes. Intersection capacity analyses will be performed for the study intersection and project driveways. Truck factors and peak hour factors will be based on existing data, which will be collected as part of the data collection effort. Traffic mitigation will be proposed, as necessary. Synchro queues will be compared against the available storage lengths for the exclusive turn lanes at the study intersection.

Drive-Through Queue Data Collection and Analysis

Drive-through queue data will be collected at the Dunkin Donuts located at 3301 Colonial Blvd, in Fort Myers, Florida. Data will be collected from 7:00 AM to 7:00 PM on a typical weekday and on a Saturday.

Report

The study methodology and findings will be summarized in a report.

Should you have any questions or comments regarding this methodology, please do not hesitate to call me.

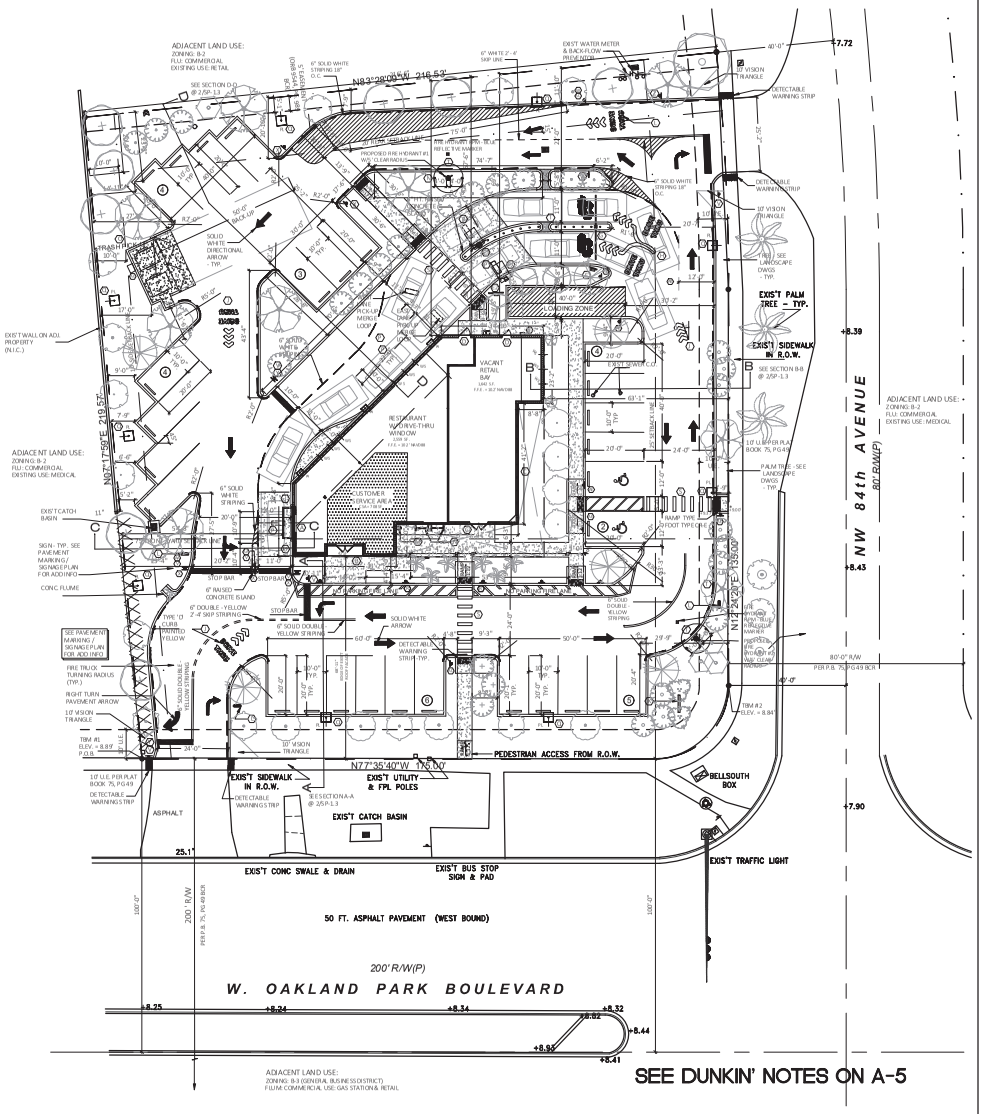
Sincerely,

Natalia T. Lercari, P.E.
Senior Project Manager

V:\314403 - SpringTree Place Dunkin Donuts \314403-01-001 (TRA) - SpringTree Place Dunkin Donuts\Engineering\Reports\TrafficMethodology\Revised_040325\TrafficMethodology_040325.docx

Appendix A

Site Plan



1 — SITE PLAN

1"=20'-0"

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

SITE DATA

TOTAL SITE AREA (GROSS) =	81,519	SQ.FT.
GROSS ACRES =	1.87	ACRES
TOTAL SITE AREA (NET) =	48,106	SQ.FT.
NET ACRES =	1.10	ACRES
EXISTING / FUTURE LAND USE:		COMMERCIAL
CURRENT ZONING:	B-2	COMMUNITY BUSINESS DISTRICT
EXISTING USE:		BANK BUILDING
PROPOSED USE:		RESTAURANT W DRIVE THRU / RETAIL
PARCEL ID NUMBER:		4941 21 03 0165
GROSS FLOOR AREA =		4,201 S.F.
PLOT COVERAGE =		4,201 S.F.
F.A.R. RATIO (4,201 SF / 48,106 SF) =		.08
TOTAL PERVIOUS AREA =	14,148 S.F.	29.4%
TOTAL IMPERVIOUS AREA =	33,958 S.F.	70.6%

BUILDING AREA COMPUTATIONS

AREA	TOTALS
EXISTING BUILDING FOOTPRINT =	4,296 S.F.
PROPOSED BUILDING FOOTPRINT =	4,201 S.F.
(AREA CALCULATIONS ARE TO EXTERIOR FACE OF WALL & CENTER LINE OF COMMON WALLS)	
RESTAURANT SPACE #1 =	2,559 S.F.
VACANT TENANT SPACE #2 =	1,642 S.F.
EXIST BUILDING HEIGHT:	18'-2"
PROPOSED BUILDING HEIGHT:	18'-2"
MAX BUILDING HEIGHT:	4 STORIES OR 60 FT. WHICH EVER IS LESS

AREA CALCULATIONS:

	AREA		%
TOTAL BUILDINGS FOOTPRINT =	4,201	SQ.FT.	8.7%
WALKWAY/ DUMPSTER =	2,020	SQ.FT.	4.2%
MIN. PERVIOUS AREAS = 15% = 7,216 SQ. FT.			
PROPOSED PERVIOUS AREAS =	14,148	SQ.FT.	29.4%
PAVING / CONC. CURBS / FIN WALLS =	27,737	SQ.FT.	57.7%
TOTAL SITE AREA =	48,106	SQ.FT.	100 %
MINIMUM PEDESTRIAN ZONE =	2,221	SQ.FT.	4.6%
PROPOSED PEDESTRIAN ZONE =	2,742	SQ.FT.	5.7%

PARKING CALCULATIONS

REQUIRED	SITE PLAN (GRAPHICALLY NOTED)
FAST FOOD RESTAURANT PARKING • 1/50 CSA = 15 SPACES (MIN. 20 SPACES) • EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW • FOUR STACKING SPACES FROM MENU BOARD	○ 26 STANDARD PARKING SPACES ○ 2 ADA PARKING SPACES ○ 1 LOADING SPACE 28 STANDARD PARKING SPACES ○ EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW ○ 4 STACKING SPACES FROM MENU BOARD
RETAIL STORE: • 1/250 GFA = 7 SPACES OFF STREET LOADING • ONE (1) SPACE	

BUILDING SETBACK REQUIREMENTS

LOCATION	REQUIRED	PROVIDED	NOTES:
SOUTH	75'	68'-11"	EXISTING
EAST	25'	63'-1"	EXISTING
NORTH	20'	86'-11"	FACE OF BUILDING
WEST	10'	54'-8"	FACE OF BUILDING CANOPY

LEGEND

- -E- OVERHEAD ELECTRIC LINES
- -X- CHAIN LINK/WOOD FENCE
- PROPERTY CORNER / TRANSITION MARK
- PROPERTY BOUNDARY LINE
- SETBACK LINE
- NO PARKING CURB PAINT FINISH
- 6" WHITE LINE STRIPING
- PROPERTY BOUNDARY LINE
- TENANT SEPARATION WALL
- CLEAN-OUT
- CONCRETE FINISH
- PEDESTRIAN ZONE
- CATCH BASIN
- STOREFRONT SYSTEM
- EXTERIOR MASONRY WALL
- STOREFRONT ENTRANCE
- REAR SERVICE DOOR
- VEHICLE IN QUEUE 10' x 22' SPACE
- TREE / PALM TREE SEE LANDSCAPE PLANS
- 2' SOLID WHITE STOP BAR
- SIGN
- DETECTABLE WARNING
- 10' VISION TRIANGLE

(A) DRIVE THROUGH WINDOW LOCATION SEE ENLARGED MONOLITH 2/G-3
(B) RESTAURANT MAIN ENTRANCE / STOREFRONT WINDOWS SEE ENLARGED MONOLITH 1/G-3
(C) VACANT RETAIL BAY MAIN ENTRANCE / STOREFRONT WINDOWS SEE ELEVATION 1/G-1
(D) REAR SERVICE DOOR SEE ELEVATION 2/G-2
(E1) ORDER CANOPY / SPEAKER UNDER COVERED CANOPY SEE DETAIL 1/C-1
(E2) FREE STANDING DIGITAL MENU BOARD SEE DETAIL 2/C-1
(E3) ALL-IN ONE MENU BOARD / SPEAKER UNDER COVERED CANOPY SEE DETAIL 3/C-1
(F) PREVIEW BOARD SEE DETAIL 4/C-1
(G) 9'-0" CLR. HT. DOUBLE CLEARANCE BAR SEE DETAIL 3/C-2
(H) DRIVE THROUGH LANE START GRAPHICS SEE DETAIL 2/D-1
(I) 4" PIPE BOLLARDS (@ 3'-0" O.C. @ DRIVE-THRU) SEE DETAIL 3/C-3
(J) DRIVE THROUGH WAYS FINDING GRAPHICS SEE DETAIL 2/D-1
(K) EXIST'D MONUMENT SIGN W/ NEW GRAPHICS SEE DETAIL 1/D-2
(L) DIRECTIONAL SIGN W/ARROW SEE DETAIL 2/C-2
(M) EXTERIOR TRASH CAN SEE DETAIL 4/C-3
(N) BICYCLE RACK SEE DETAIL 5/D-2
(O) TRASH ENCLOSURE - SEE 1/SP-1.3
(P) UNDERGROUND LOOP DETECTOR
(Q) LIGHT POLE FIXTURE - SEE LP-0
(R) NO PARKING FIRE LANE & SIGN
(S) PEDESTRIAN CROSS WALK MAR
(T) FIRE HYDRANT - SEE DWG C-5
(U) DRIVE-THRU CANOPY ABOVE -
(V) STOP SIGN SEE 2/D-2
(W) YIELD SIGN SEE 2/D-2
(X) DO NOT ENTER SIGN SEE 2
(Y) RIGHT TURN ONLY SIGN SEE 2
(Z) NO LEFT TURN SIGN SEE 2
(AA) YIELD TO CAR EXITING DRIVE-T
(AB) NO PARKING LOADING ZONE
(AC) MERGE LEFT SIGN SEE 2/D-2
(AD) PEDESTRIAN CROSSING SIGN W
(AE) DISABLE ACCESS PARKING SIGN
(AF) ROOF ACCESS LADDER SEE 5
(AG) LANDSCAPE SPRINKLER SYSTEM BELOW GROUND - SEE LANDSC

GENERAL NOTES:

ALL MECHANICAL EQUIPMENT ON THE ROOF OR GROUND WILL BE FULLY SCREENED BY PARAPET OR EQUIPMENT SCREEN THAT ARE EQUAL OR TALLER THAN THE EQUIPMENT. THE EQUIPMENT WILL ALSO BE BUFFERED TO MITIGATE NOISE.

ALL SIGAGE INCLUDING THE MONUMENT SIGN TO BE APPROVED UNDER SEPARATE PERMITTING.

SITE DESIGN IS BASED ON THE 2023 FLORIDA ACCESSIBLE CODE. 8th EDITION

NO ALCOHOL SALES TO BE SERVED IN THE RESTAURANT.

DUNKIN' RESTAURANT AND VACANT RETAIL BAY TO POST SIGNAGE TO INDICATE HOURS OF OPERATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION APPROVAL REQUIRED FOR ALL OFF-SITE WORK.

NO OUTDOOR SPEAKERS EXCEPT ORDER CANOPY LOCATION.

DRIVE THRU CONSIST'S OF A TRADITIONAL INNER ORDER LANE AND 'PRE-ORDER' MOBILE APP OUTER LANE. THE OUTER LAND MERGES INTO THE TRADITIONAL INNER LANE PRIOR TO THE PICK-UP AREA. ALL VEHICULAR MOVEMENT IS MONITORED THROUGH BELOW GRADE DETECTION LOOPS.

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AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE TO BE USED ONLY FOR THIS PROJECT AND NOT TO BE USED ON ANY OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ARCHITECT OR ENGINEER. BY USE OF THE DRAWING FOR CONSTRUCTION OF THE PROJECT, THE OWNER REPRESENTS THAT THEY HAVE REVIEWED AND APPROVED THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND FAMILIARIZE HIMSELF/HERSELF WITH THE LOCAL CONDITIONS. VERIFIED FIELD DIMENSIONS, AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. MINIMUM FEE OF $100 PER EACH SHEET REVISED TO DOCUMENT UNAUTHORIZED "AS-BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605–1062
E–MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SITE PLAN

Prog./Revisions
R 1.03.26

SEAL
RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. B-1
of 2 sheets

Appendix B

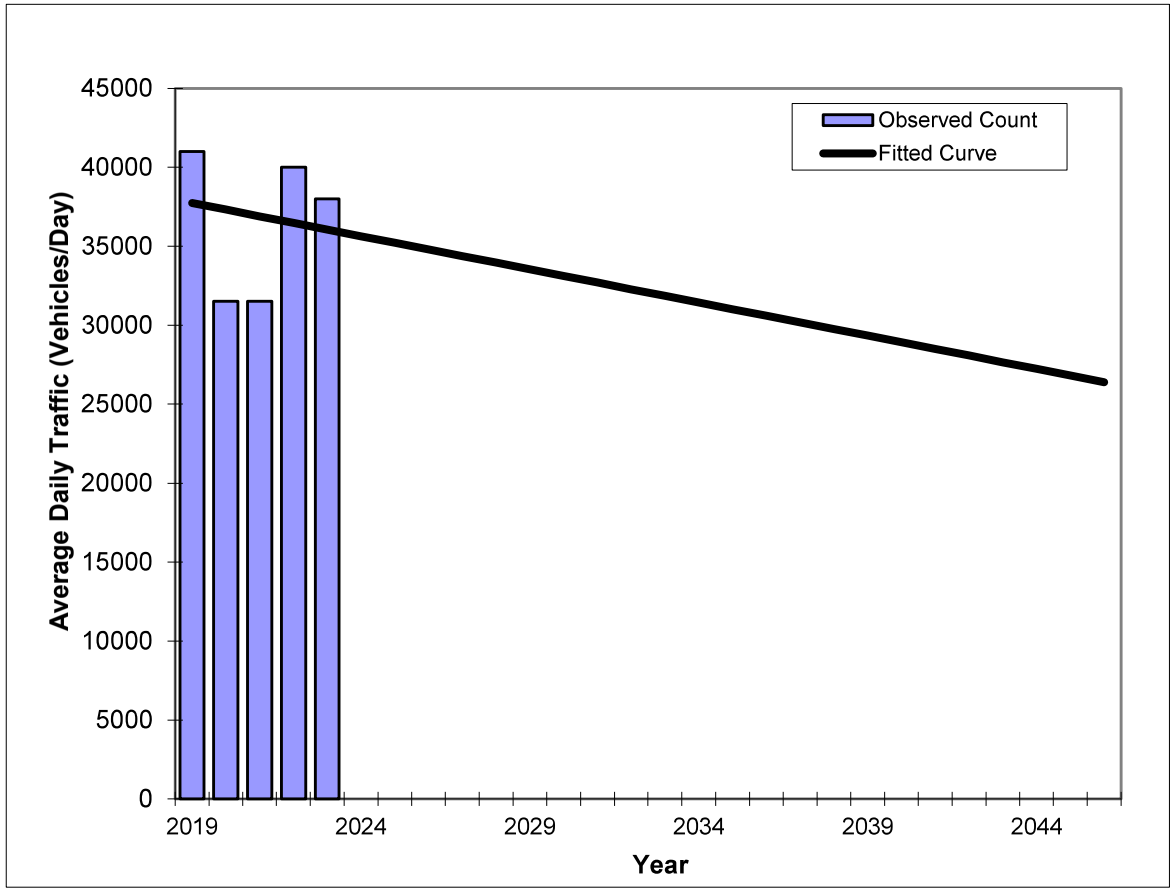
Volume Data

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Annual Trend Decrease:	420
Trend R-squared:	5.92%
Trend Annual Historic Growth Rate:	-1.11%
Trend Growth Rate (2023 to Design Year)	-1.16%
Printed:	3/4/2025
Linear Growth Option	

Year	Traffic (ADT/AADT) Count*	Trend
2019	41,000	37,740
2020	31,500	37,320
2021	31,500	36,900
2022	40,000	36,480
2023	38,000	36,060
2026 Opening Year Trend		
2026	N/A	34,800
2036 Interim Year Trend		
2036	N/A	30,600
2046 Design Year Trend		
2046	N/A	26,400
FSUTMS Forecasts/Trends		

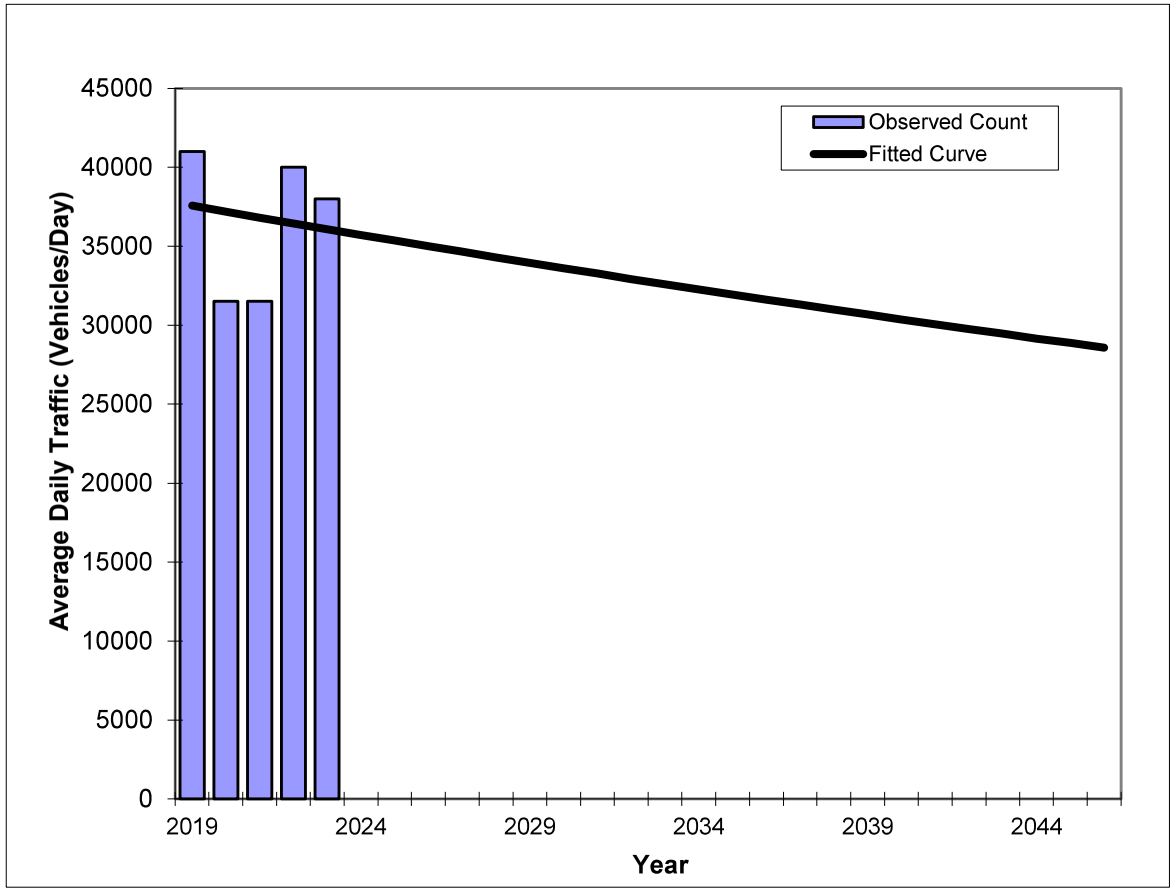
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Trend R-squared:	4.86%
Compounded Annual Historic Growth Rate:	-1.01%
Compounded Growth Rate (2023 to Design Year)	-1.01%
Printed:	3/4/2025

Exponential Growth Option

Year	**Traffic (ADT/AADT) Count***	**Trend**
2019	41,000	37,580
2020	31,500	37,200
2021	31,500	36,820
2022	40,000	36,450
2023	38,000	36,080
2026 Opening Year Trend		
2026	N/A	35,000
2036 Interim Year Trend		
2036	N/A	31,630
2046 Design Year Trend		
2046	N/A	28,580
FSUTMS Forecasts/Trends		

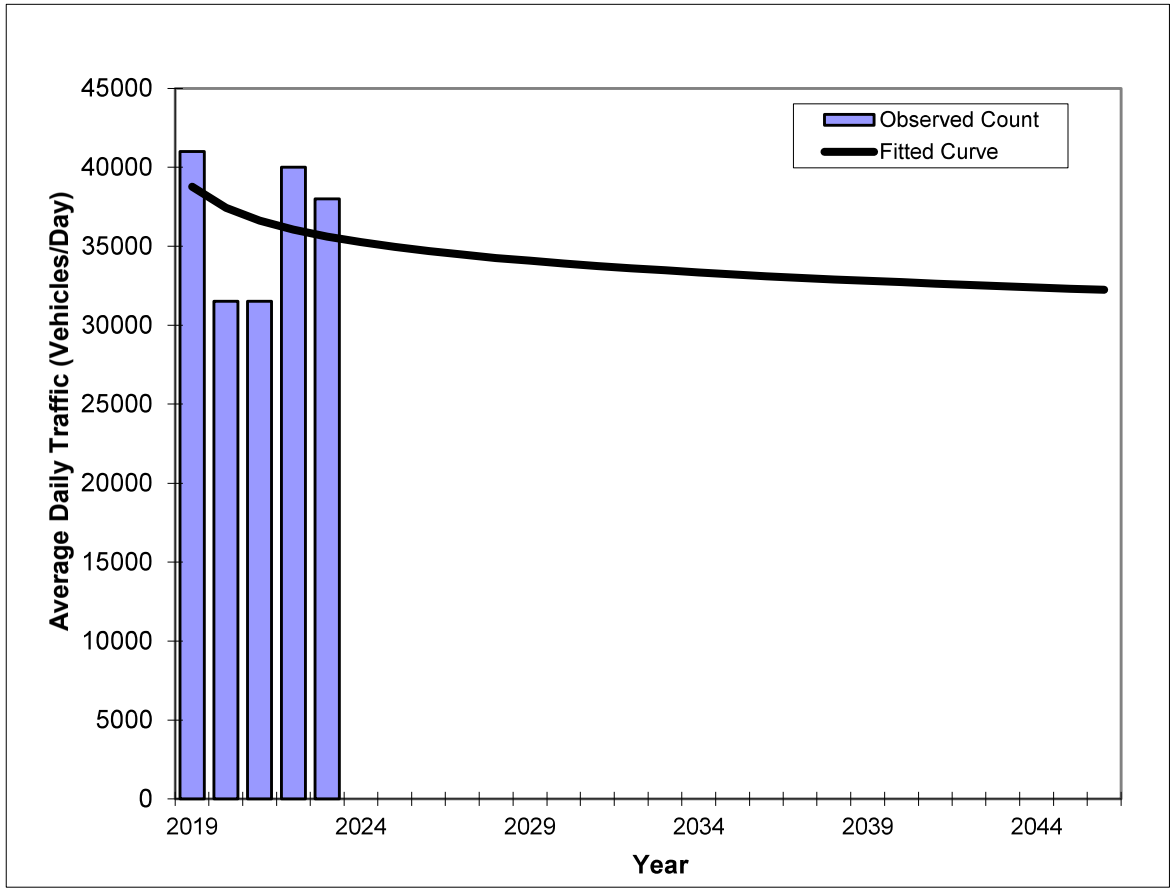
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Trend R-squared:	20.83%
Compounded Annual Historic Growth Rate:	-2.10%
Compounded Growth Rate (2023 to Design Year)	-0.43%
Printed:	3/4/2025

Decaying Exponential Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2019	41,000	38,780
2020	31,500	37,420
2021	31,500	36,620
2022	40,000	36,060
2023	38,000	35,620
2026 Opening Year Trend		
2026	N/A	34,700
2036 Interim Year Trend		
2036	N/A	33,110
2046 Design Year Trend		
2046	N/A	32,250
FSUTMS Forecasts/Trends		

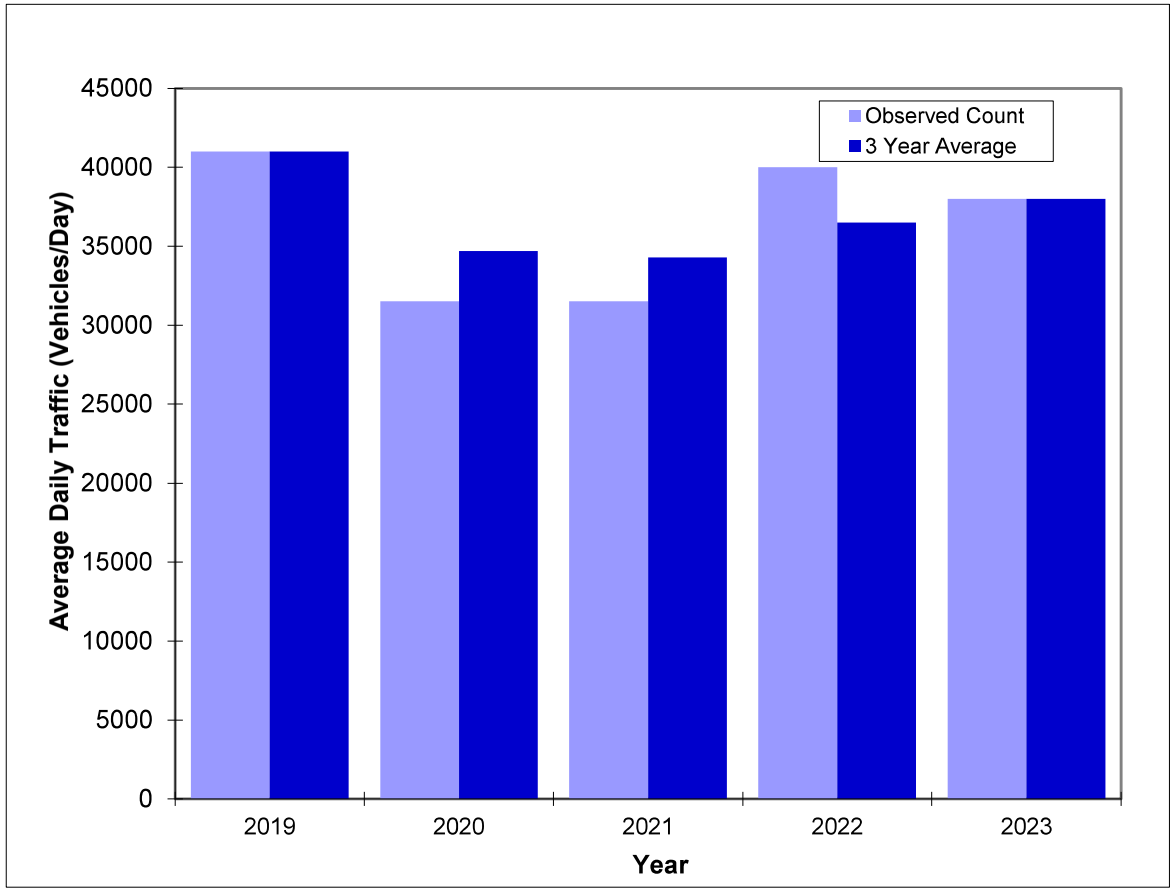
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	1234
Location	1

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Year	Traffic (ADT/AADT) Count*	3 Yr Avg
2019	41,000	41,000
2020	31,500	34,700
2021	31,500	34,300
2022	40,000	36,500
2023	38,000	38,000

Actual AADT vs 3 Year Average

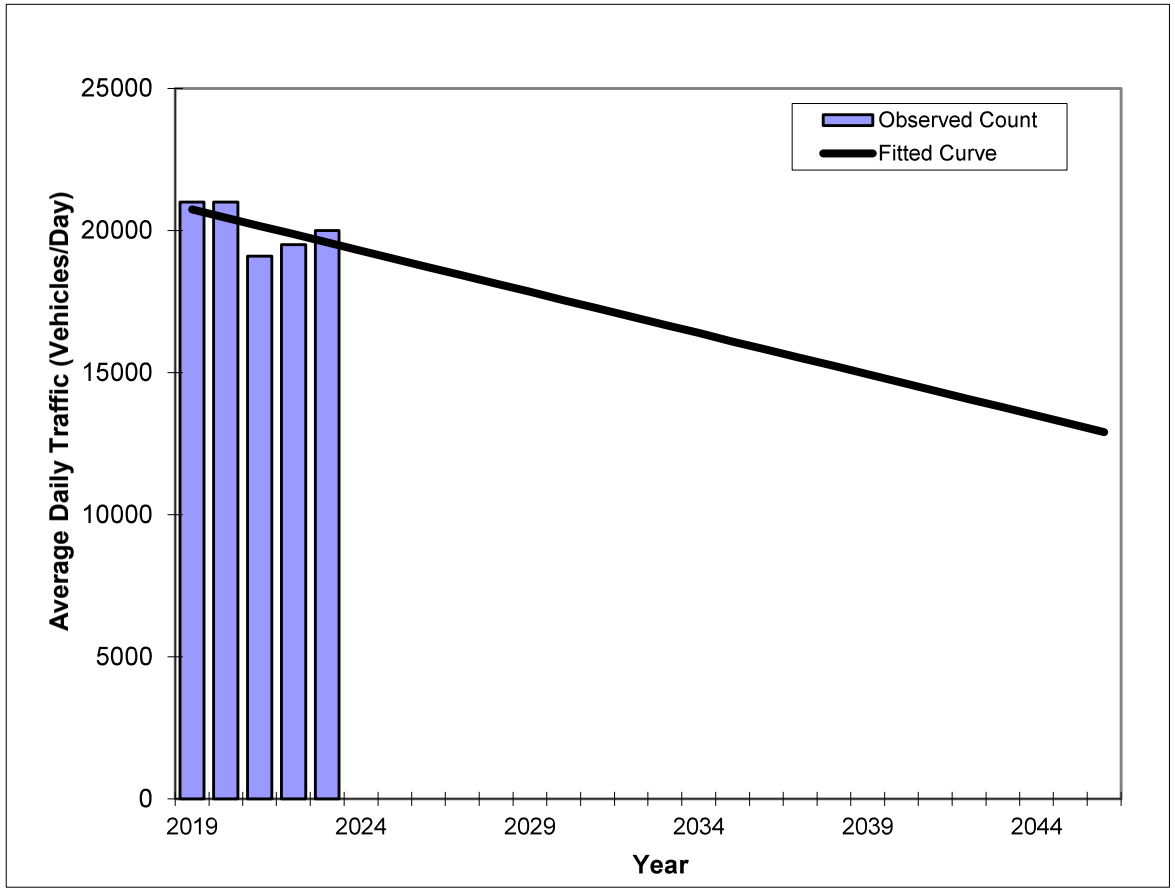
*Axle-Adjusted

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Annual Trend Decrease:	290
Trend R-squared:	65.09%
Trend Annual Historic Growth Rate:	-1.40%
Trend Growth Rate (2023 to Design Year)	-1.48%
Printed:	3/4/2025

Linear Growth Option

	Traffic (ADT/AADT)	
Year	**Count***	**Trend**
2019	21,000	20,740
2020	21,000	20,450
2021	19,100	20,160
2022	19,500	19,870
2023	20,000	19,580
2026 Opening Year Trend		
2026	N/A	18,710
2036 Interim Year Trend		
2036	N/A	15,810
2046 Design Year Trend		
2046	N/A	12,910
FSUTMS Forecasts/Trends		

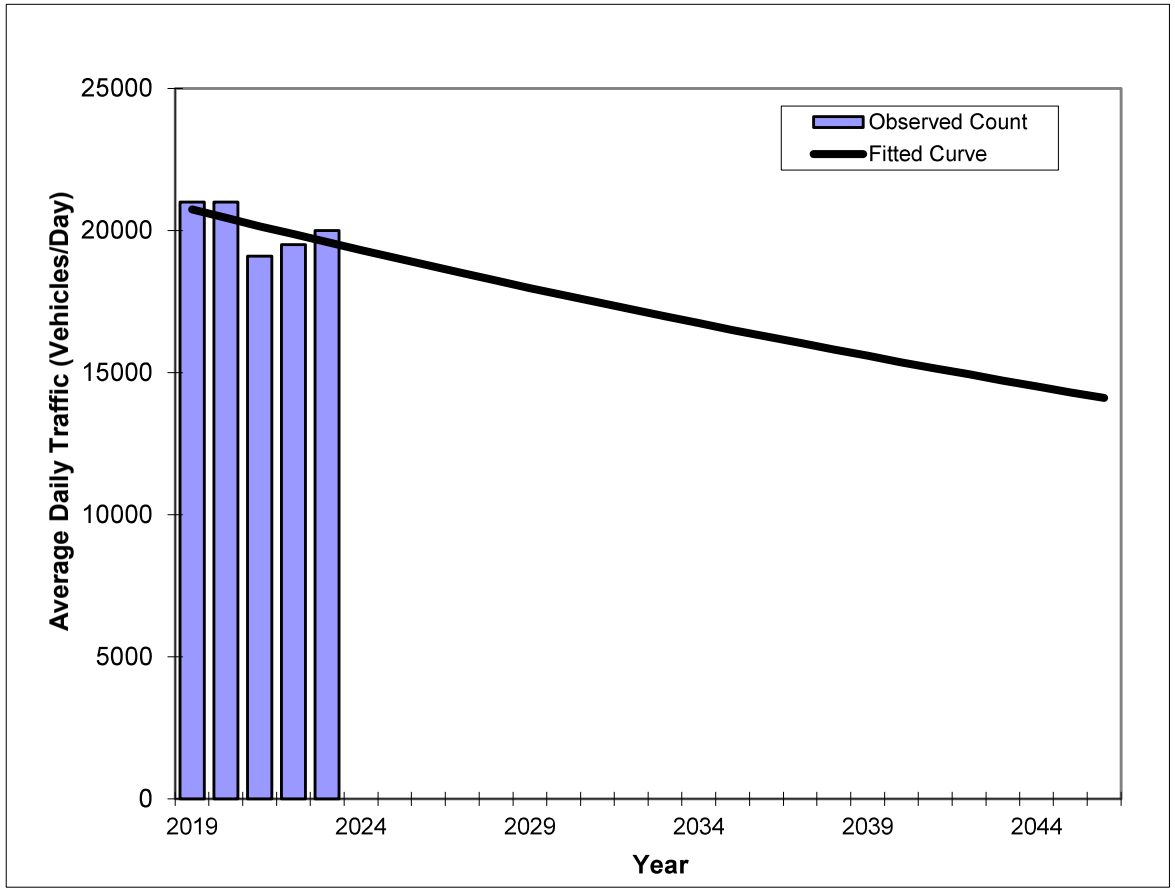
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Year	Traffic (ADT/AADT) Count*	Trend
2019	21,000	20,740
2020	21,000	20,440
2021	19,100	20,150
2022	19,500	19,870
2023	20,000	19,590
2026 Opening Year Trend		
2026	N/A	18,770
2036 Interim Year Trend		
2036	N/A	16,270
2046 Design Year Trend		
2046	N/A	14,110
FSUTMS Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	64.73%
Compounded Annual Historic Growth Rate:	-1.42%
Compounded Growth Rate (2023 to Design Year)	-1.42%
Printed:	3/4/2025

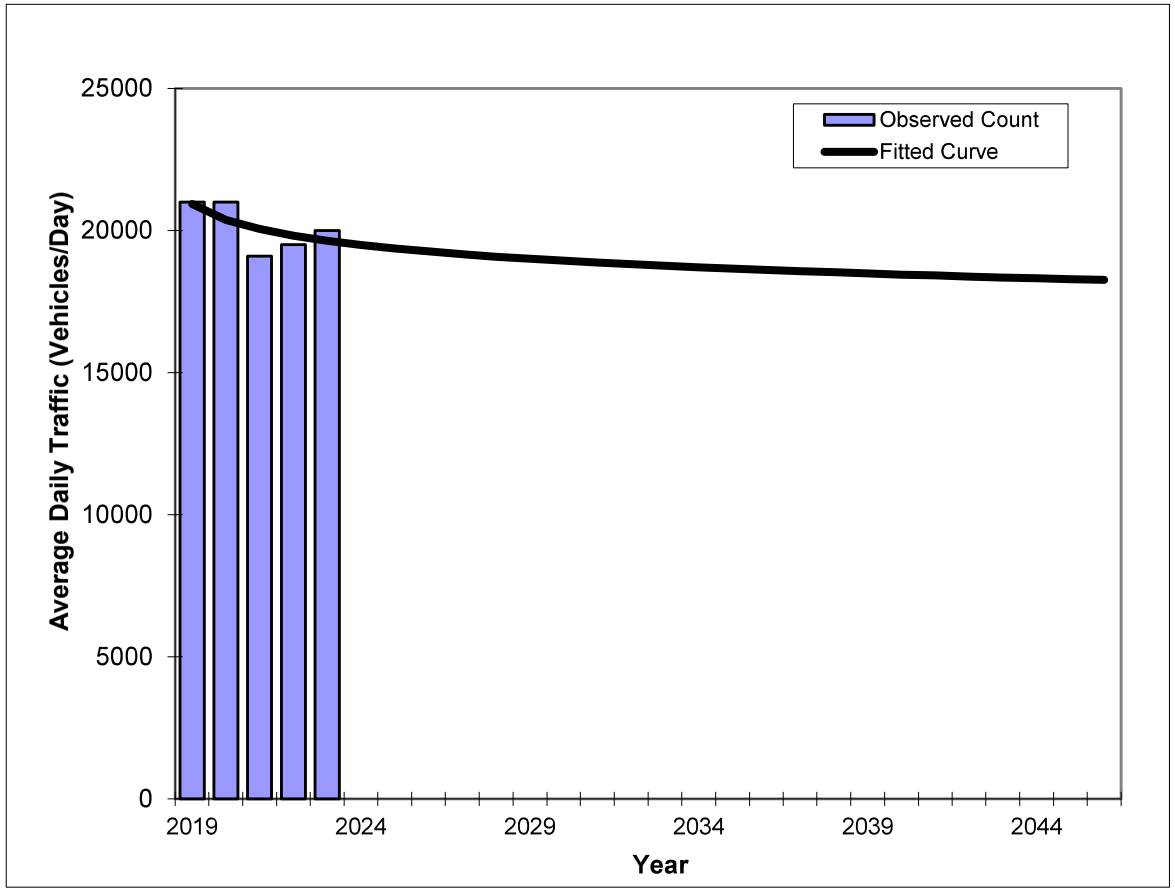
Exponential Growth Option

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Trend R-squared:	79.94%
Compounded Annual Historic Growth Rate:	-1.58%
Compounded Growth Rate (2023 to Design Year)	-0.32%
Printed:	3/4/2025

Decaying Exponential Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2019	21,000	20,930
2020	21,000	20,370
2021	19,100	20,050
2022	19,500	19,820
2023	20,000	19,640
2026 Opening Year Trend		
2026	N/A	19,260
2036 Interim Year Trend		
2036	N/A	18,610
2046 Design Year Trend		
2046	N/A	18,260
FSUTMS Forecasts/Trends		

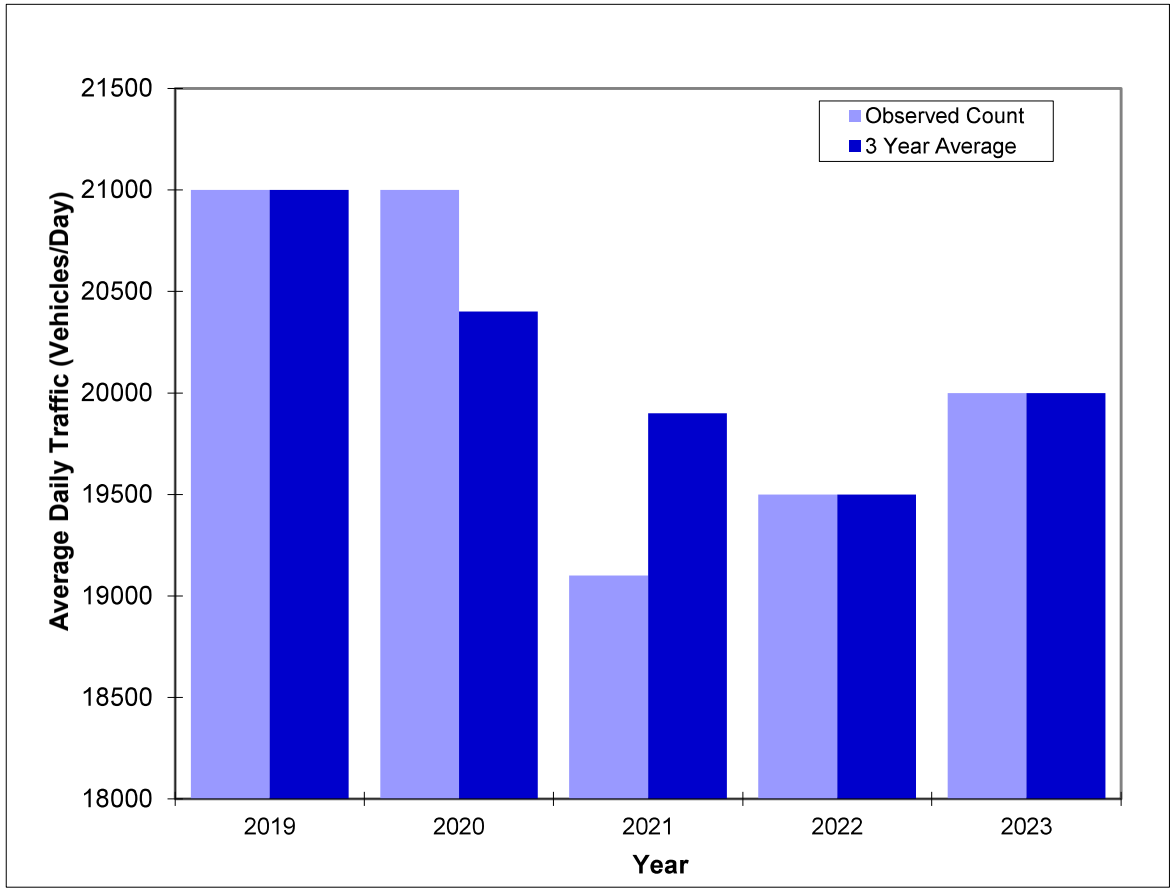
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Year	Traffic (ADT/AADT) Count*	3 Yr Avg
2019	21,000	21,000
2020	21,000	20,400
2021	19,100	19,900
2022	19,500	19,500
2023	20,000	20,000

Actual AADT vs 3 Year Average

***Axle-Adjusted**

Historical Trends Analysis

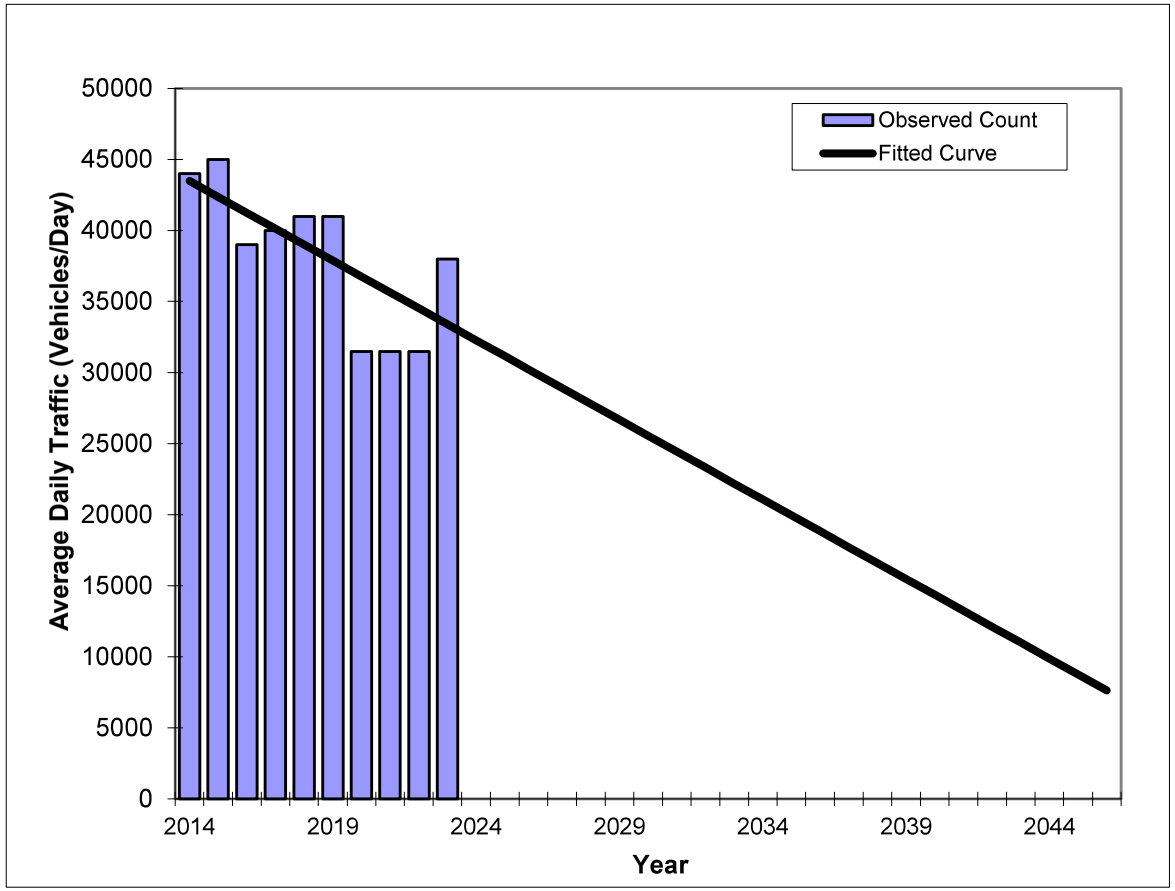
FDOT Site	Location	Years of Historical AADT	Historic Trend Analysis		
			Type	R Square	Annual Growth Rate
#867533	OAKLAND PARK BLVD MCNAB RD, W OF PINE ISL	2019 to 2023	Linear	65.09%	-1.40%
			Exponential	64.73%	-1.42%
			Decaying Exponential	79.94%	-1.58%
#869461	OAKLAND PARK BLVD OAKLAND PARK BLVD, W (	2019 to 2023	Linear	5.92%	-1.11%
			Exponential	4.86%	-1.01%
			Decaying Exponential	20.83%	-2.10%

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Annual Trend Decrease:	1,120
Trend R-squared:	68.99%
Trend Annual Historic Growth Rate:	-2.58%
Trend Growth Rate (2023 to Design Year)	-3.35%
Printed:	3/4/2025

Linear Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2014	44,000	43,480
2015	45,000	42,360
2016	39,000	41,240
2017	40,000	40,120
2018	41,000	39,000
2019	41,000	37,880
2020	31,500	36,760
2021	31,500	35,640
2022	31,500	34,520
2023	38,000	33,400
2026 Opening Year Trend		
2026	N/A	30,040
2036 Interim Year Trend		
2036	N/A	18,840
2046 Design Year Trend		
2046	N/A	7,640
FSUTMS Forecasts/Trends		

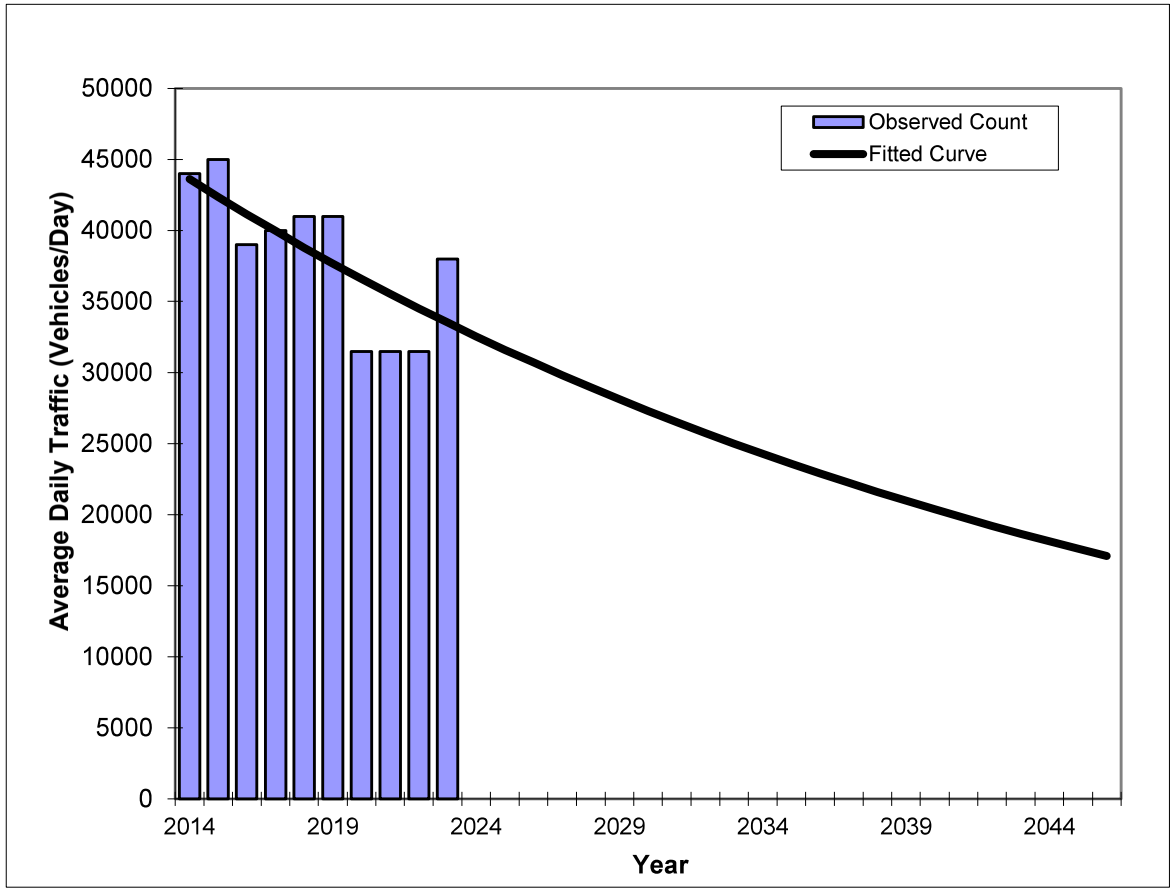
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	1234
Location	1

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Trend R-squared:	66.18%
Compounded Annual Historic Growth Rate:	-2.88%
Compounded Growth Rate (2023 to Design Year)	-2.89%
Printed:	3/4/2025

Exponential Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2014	44,000	43,620
2015	45,000	42,370
2016	39,000	41,140
2017	40,000	39,960
2018	41,000	38,800
2019	41,000	37,680
2020	31,500	36,600
2021	31,500	35,540
2022	31,500	34,510
2023	38,000	33,520
2026 Opening Year Trend		
2026	N/A	30,700
2036 Interim Year Trend		
2036	N/A	22,910
2046 Design Year Trend		
2046	N/A	17,090
FSUTMS Forecasts/Trends		

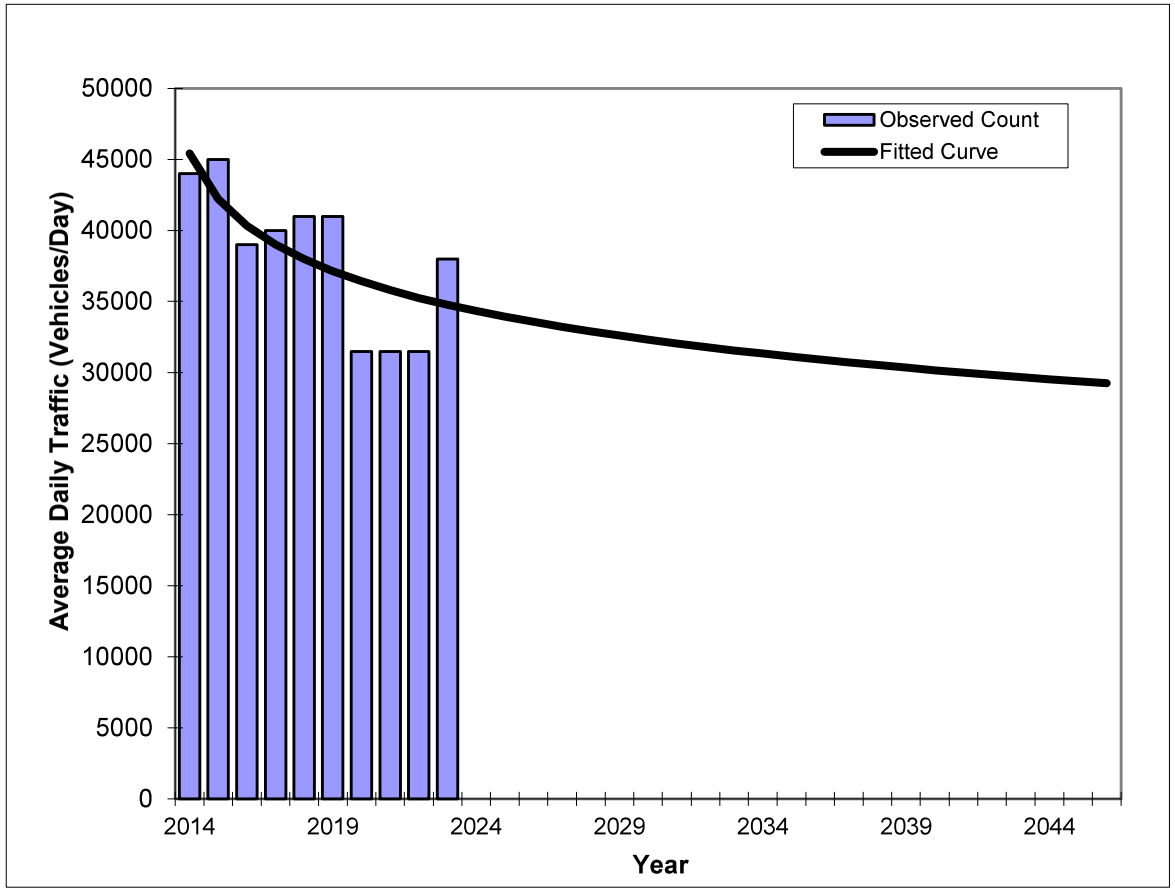
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD



Trend R-squared:	69.10%
Compounded Annual Historic Growth Rate:	-2.93%
Compounded Growth Rate (2023 to Design Year)	-0.75%
Printed:	3/4/2025

Decaying Exponential Growth Option

	Traffic (ADT/AADT)	
Year	**Count***	**Trend**
2014	44,000	45,430
2015	45,000	42,220
2016	39,000	40,350
2017	40,000	39,010
2018	41,000	37,980
2019	41,000	37,140
2020	31,500	36,420
2021	31,500	35,810
2022	31,500	35,260
2023	38,000	34,770
2026 Opening Year Trend		
2026	N/A	33,560
2036 Interim Year Trend		
2036	N/A	30,920
2046 Design Year Trend		
2046	N/A	29,250
FSUTMS Forecasts/Trends		

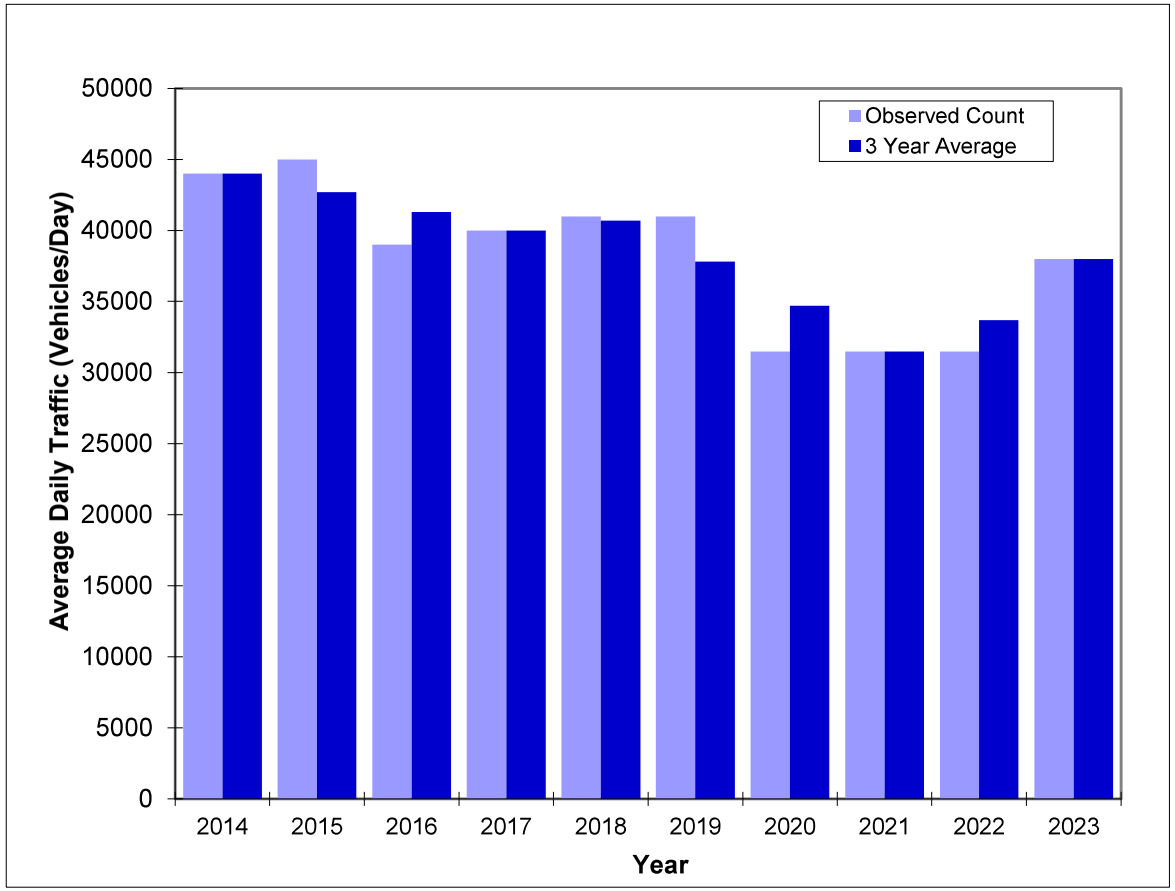
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- OAKLAND PARK BLVD, W OF UNIVERSITY DRIVE

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	869461
Roadway:	OAKLAND PARK BLVD





Year	Traffic (ADT/AADT) Count*	3 Yr Avg
2014	44,000	44,000
2015	45,000	42,700
2016	39,000	41,300
2017	40,000	40,000
2018	41,000	40,700
2019	41,000	37,800
2020	31,500	34,700
2021	31,500	31,500
2022	31,500	33,700
2023	38,000	38,000

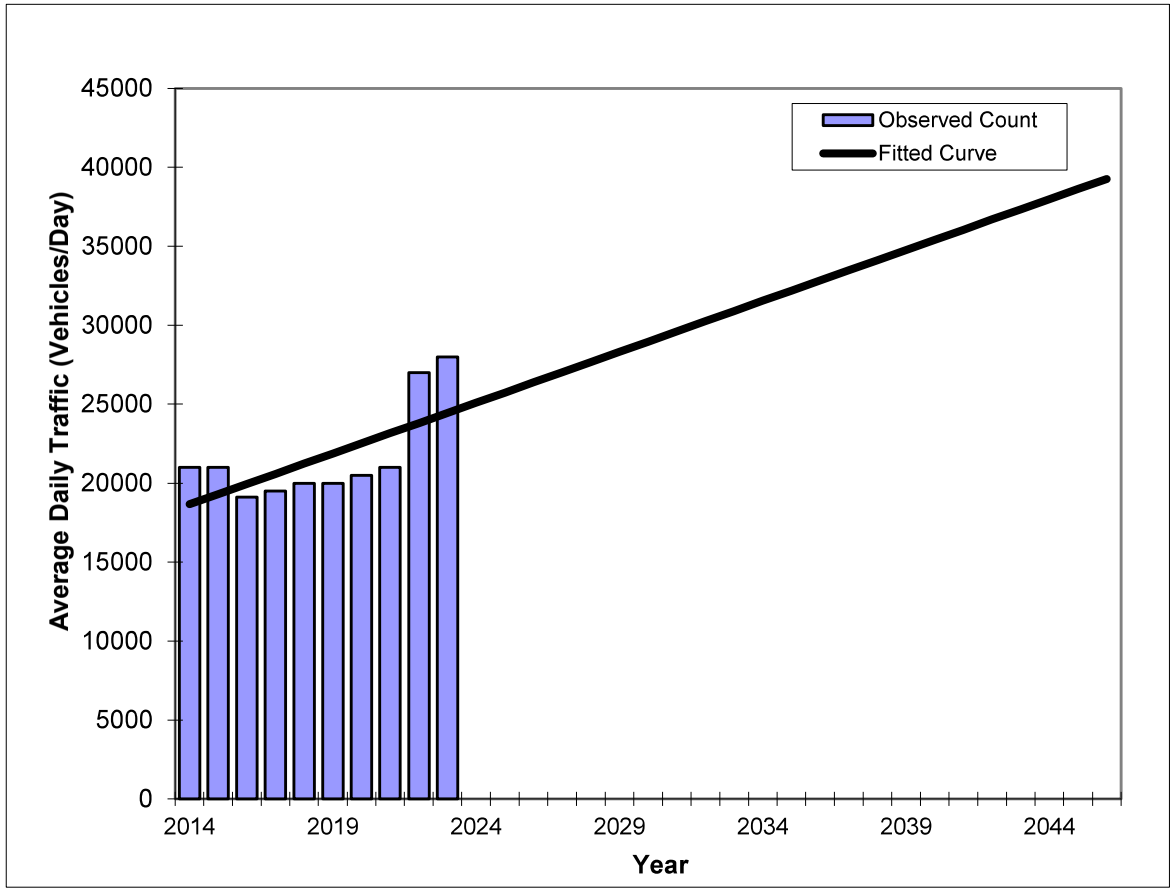
*Axle-Adjusted

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Annual Trend Increase:	644
Trend R-squared:	48.48%
Trend Annual Historic Growth Rate:	3.45%
Trend Growth Rate (2023 to Design Year)	2.63%
Printed:	3/4/2025

Linear Growth Option

Year	Traffic (ADT/AADT) Count*	Trend
2014	21,000	18,660
2015	21,000	19,310
2016	19,100	19,950
2017	19,500	20,590
2018	20,000	21,240
2019	20,000	21,880
2020	20,500	22,530
2021	21,000	23,170
2022	27,000	23,810
2023	28,000	24,460
2026 Opening Year Trend		
2026	N/A	26,390
2036 Interim Year Trend		
2036	N/A	32,820
2046 Design Year Trend		
2046	N/A	39,260
FSUTMS Forecasts/Trends		

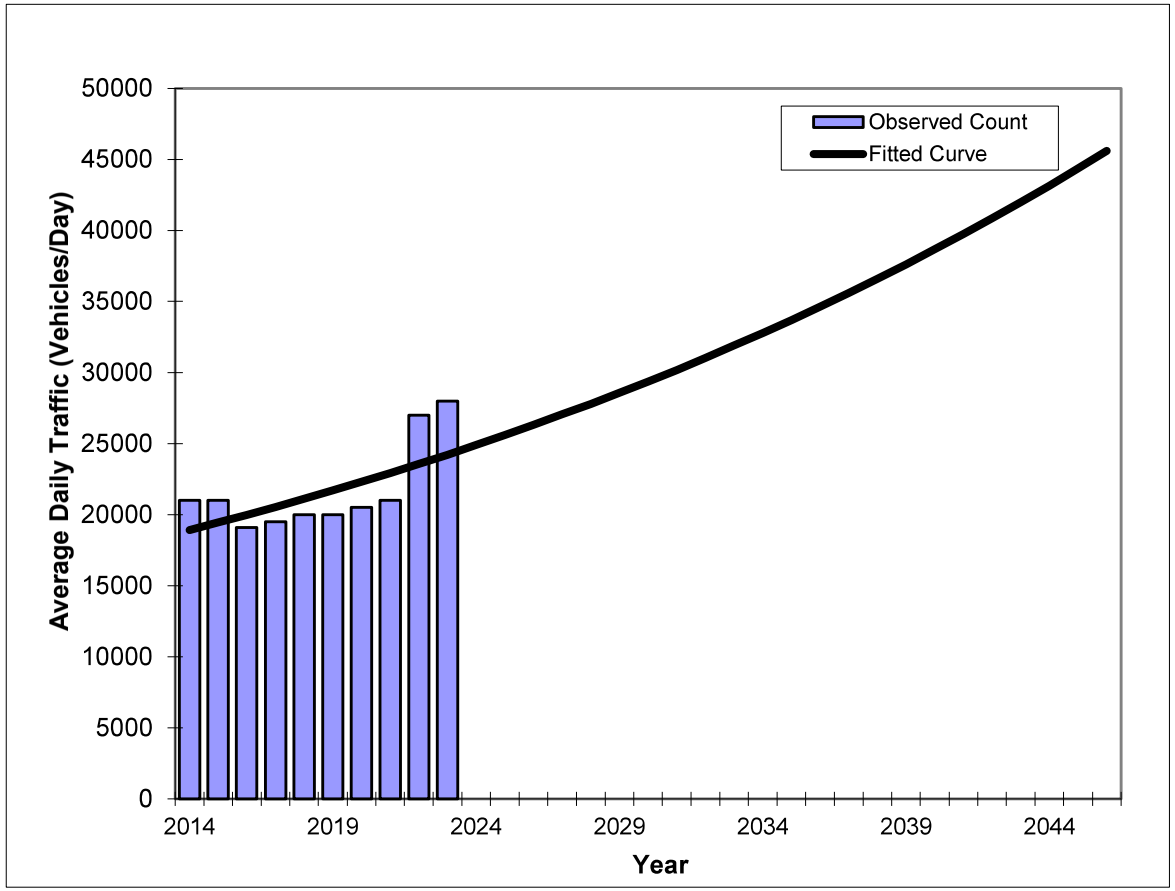
***Axle-Adjusted**

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Year	Traffic (ADT/AADT) Count*	Trend
2014	21,000	18,920
2015	21,000	19,450
2016	19,100	19,990
2017	19,500	20,550
2018	20,000	21,120
2019	20,000	21,710
2020	20,500	22,320
2021	21,000	22,940
2022	27,000	23,580
2023	28,000	24,230
2026 Opening Year Trend		
2026	N/A	26,320
2036 Interim Year Trend		
2036	N/A	34,640
2046 Design Year Trend		
2046	N/A	45,600
FSUTMS Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	48.53%
Compounded Annual Historic Growth Rate:	2.79%
Compounded Growth Rate (2023 to Design Year)	2.79%
Printed:	3/4/2025

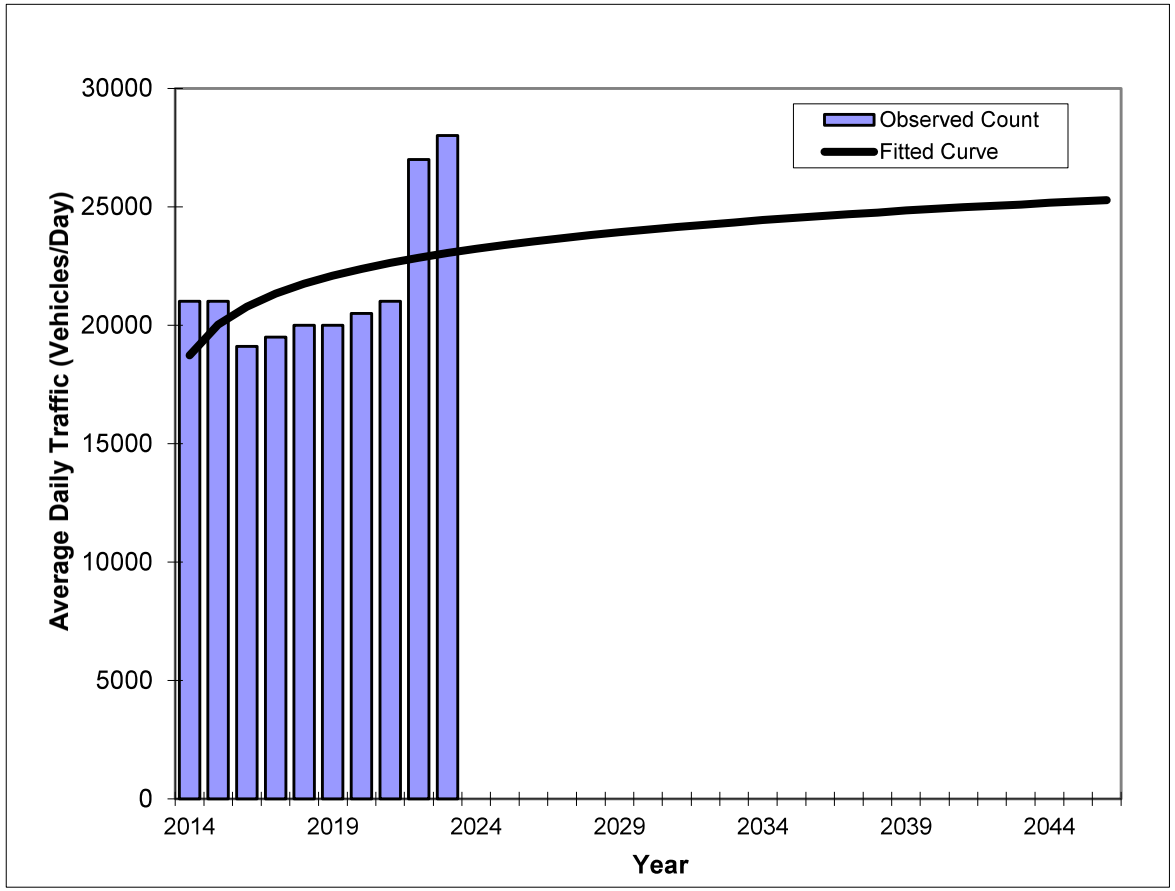
Exponential Growth Option

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Year	Traffic (ADT/AADT) Count*	Trend
2014	21,000	18,730
2015	21,000	20,030
2016	19,100	20,790
2017	19,500	21,330
2018	20,000	21,750
2019	20,000	22,090
2020	20,500	22,380
2021	21,000	22,630
2022	27,000	22,850
2023	28,000	23,050
2026 Opening Year Trend		
2026	N/A	23,540
2036 Interim Year Trend		
2036	N/A	24,610
2046 Design Year Trend		
2046	N/A	25,280
FSUTMS Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	24.11%
Compounded Annual Historic Growth Rate:	2.33%
Compounded Growth Rate (2023 to Design Year)	0.40%
Printed:	3/4/2025

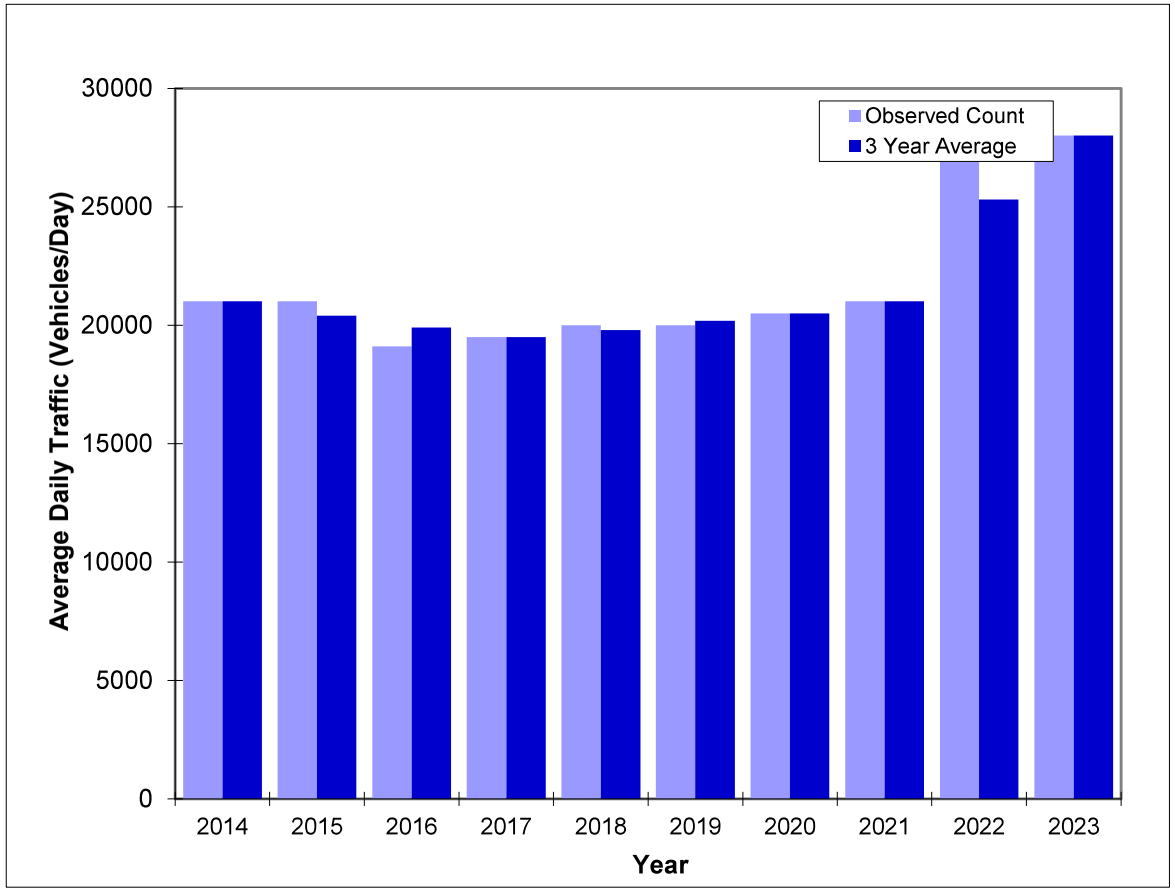
Decaying Exponential Growth Option

Traffic Trends - V2023

OAKLAND PARK BLVD -- MCNAB RD, W OF PINE ISLAND RD

FM #	**1234**
Location	**1**

County:	Broward (86)
Station #:	867533
Roadway:	OAKLAND PARK BLVD



Year	Traffic (ADT/AADT) Count*	3 Yr Avg
2014	21,000	21,000
2015	21,000	20,400
2016	19,100	19,900
2017	19,500	19,500
2018	20,000	19,800
2019	20,000	20,200
2020	20,500	20,500
2021	21,000	21,000
2022	27,000	25,300
2023	28,000	28,000

Actual AADT vs 3 Year Average

*Axle-Adjusted

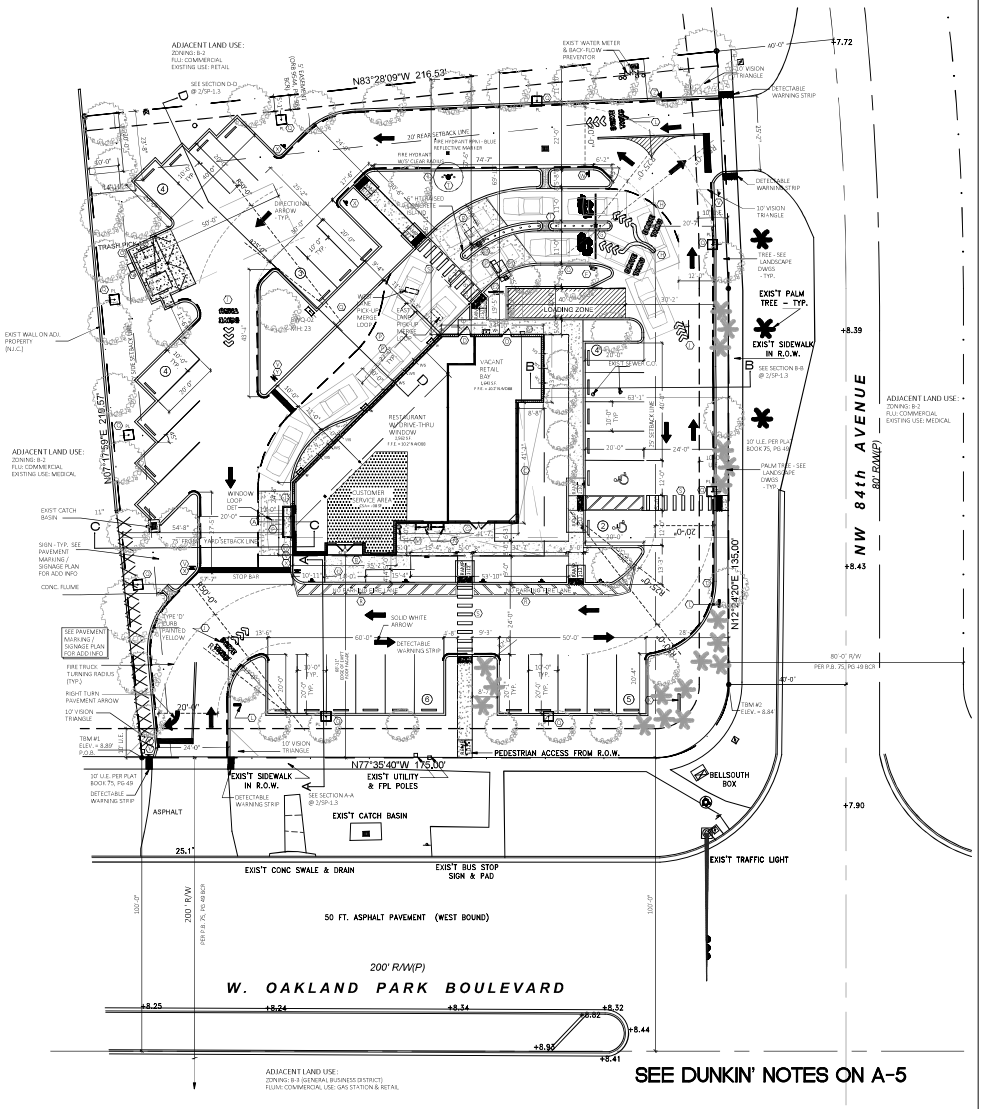
Historical Trends Analysis

FDOT Site	Location	Years of Historical AADT	Historic Trend Analysis		
			Type	R Square	Annual Growth Rate
#867533	OAKLAND PARK BLVD MCNAB RD, W OF PINE ISL	2014 to 2023	Linear	48.48%	3.45%
			Exponential	48.53%	2.79%
			Decaying Exponential	24.11%	2.33%
#869461	OAKLAND PARK BLVD OAKLAND PARK BLVD, W (	2014 to 2023	Linear	68.99%	-2.58%
			Exponential	66.18%	-2.88%
			Decaying Exponential	69.10%	-2.93%

Bowman

Attachment B

Site Plan



1

1"=20'-0"

NORTH

SITE PLAN

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

SITE DATA

TOTAL SITE AREA (GROSS) =	81,519	SQ.FT.
GROSS ACRES =	1.87	ACRES
TOTAL SITE AREA (NET) =	48,106	SQ.FT.
NET ACRES =	1.10	ACRES
EXISTING / FUTURE LAND USE:	COMMERCIAL	
CURRENT ZONING:	B-2 COMMUNITY BUSINESS DISTRICT	
EXISTING USE:	BANK BUILDING	
PROPOSED USE:	RESTAURANT W DRIVE THRU / RETAIL	
PARCEL ID NUMBER:	4941 21 03 0165	
GROSS FLOOR AREA =	4,201 S.F.	
PLOT COVERAGE =	4,201 S.F.	
F.A.R. RATIO (4,201 SF / 48,106 SF) =	.08	
TOTAL PERVIOUS AREA =	14,148 S.F.	29.4%
TOTAL IMPERVIOUS AREA =	33,958 S.F.	70.6%

BUILDING AREA COMPUTATIONS

AREA	TOTALS
EXISTING BUILDING FOOTPRINT =	4,296 S.F.
PROPOSED BUILDING FOOTPRINT =	4,201 S.F.
(AREA CALCULATIONS ARE TO EXTERIOR FACE OF WALL & CENTER LINE OF COMMON WALLS)	
RESTAURANT SPACE #1 =	2,559 S.F.
VACANT TENANT SPACE #2 =	1,642 S.F.
EXIST'T BUILDING HEIGHT:	18'-2"
PROPOSED BUILDING HEIGHT:	18'-2"
MAX BUILDING HEIGHT:	4 STORIES OR 60 FT. WHICH EVER IS LESS

AREA CALCULATIONS:

	AREA		%
TOTAL BUILDINGS FOOTPRINT =	4,201	SQ.FT.	8.7%
WALKWAY/ DUMPSTER =	2,020	SQ.FT.	4.2%
MIN. PERVIOUS AREAS = 15% = 7,216 SQ. FT.			
PROPOSED PERVIOUS AREAS =	14,148	SQ.FT.	29.4%
PAVING / CONC. CURBS / FIN WALLS =	27,737	SQ.FT.	57.7%
TOTAL SITE AREA =	48,106	SQ.FT.	100 %
MINIMUM PEDESTRIAN ZONE =	2,221	SQ.FT.	4.6%
PROPOSED PEDESTRIAN ZONE =	2,742	SQ.FT.	5.7%

PARKING CALCULATIONS

REQUIRED	SITE PLAN (GRAPHICALLY NOTED) PARKING
FAST FOOD RESTAURANT • 1/50 CSA = 15 SPACES (MIN. 20 SPACES) • EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW • FOUR STACKING SPACES FROM MENU BOARD	○ 26 STANDARD PARKING SPACES ○ 2 ADA PARKING SPACES ○ 1 LOADING SPACE 28 STANDARD PARKING SPACES ○ EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW ○ 4 STACKING SPACES FROM MENU BOARD
RETAIL STORE: • 1/250 GFA = 7 SPACES OFF STREET LOADING • ONE (1) SPACE	

BUILDING SETBACK REQUIREMENTS

LOCATION	REQUIRED	PROVIDED	NOTES:
SOUTH	75'	68'-11"	EXISTING
EAST	25'	63'-1"	EXISTING
NORTH	20'	86'-11"	FACE OF BUILDING
WEST	10'	54'-8"	FACE OF BUILDING CANOPY

LEGEND

- -E- OVERHEAD ELECTRIC LINES
- -X- CHAIN LINK/WOOD FENCE
- PROPERTY CORNER / TRANSITION MARK
- PROPERTY BOUNDARY LINE
- SETBACK LINE
- NO PARKING CURB PAINT FINISH
- 6" WHITE LINE STRIPING
- PROPERTY BOUNDARY LINE
- TENANT SEPARATION WALL
- CLEAN-OUT
- CONCRETE FINISH
- PEDESTRIAN ZONE
- CATCH BASIN
- STOREFRONT SYSTEM
- EXTERIOR MASONRY WALL
- STOREFRONT ENTRANCE
- REAR SERVICE DOOR
- VEHICLE IN QUEUE 10' x 22' SPACE
- TREE / PALM TREE SEE LANDSCAPE PLANS
- STOP BAR
- SIGN
- DETECTABLE WARNING
- 10' VISION TRIANGLE

(A) DRIVE THROUGH WINDOW LOCATION SEE ENLARGED MONOLITH 2/G-3
(B) RESTAURANT MAIN ENTRANCE / STOREFRONT WINDOWS SEE ENLARGED MONOLITH 1/G-3
(C) VACANT RETAIL BAY MAIN ENTRANCE / STOREFRONT WINDOWS SEE ELEVATION 1/G-1
(D) REAR SERVICE DOOR SEE ELEVATION 2/G-2
(E1) ORDER CANOPY / SPEAKER UNDER COVERED CANOPY SEE DETAIL 1/C-1
(E2) FREE STANDING DIGITAL MENU BOARD SEE DETAIL 2/C-1
(E3) ALL-IN ONE MENU BOARD / SPEAKER UNDER COVERED CANOPY SEE DETAIL 3/C-1
(F) PREVIEW BOARD SEE DETAIL 4/C-1
(G) 9'-0" CLR. HT. DOUBLE CLEARANCE BAR SEE DETAIL 3/C-2
(H) DRIVE THROUGH LANE START GRAPHICS SEE DETAIL 2/D-1
(I) 4" PIPE BOLLARDS (@ 3'-0" O.C. @ DRIVE-THRU) SEE DETAIL 3/C-3
(J) DRIVE THROUGH WAYS FINDING GRAPHICS SEE DETAIL 2/D-1
(K) EXIS'T MONUMENT SIGN W/ NEW GRAPHICS SEE DETAIL 1/D-2
(L) DIRECTIONAL SIGN W/ARROW SEE DETAIL 2/C-2
(M) EXTERIOR TRASH CAN SEE DETAIL 4/C-3
(N) BICYCLE RACK SEE DETAIL 5/D-2
(O) TRASH ENCLOSURE - SEE 1/SP-1.3
(P) UNDERGROUND LOOP DETECTOR
(Q) LIGHT POLE FIXTURE - SEE LP-0
(R) NO PARKING FIRE LANE & SIGN
(S) PEDESTRIAN CROSS WALK MAR
(T) FIRE HYDRANT - SEE DWG C-5
(U) DRIVE-THRU CANOPY ABOVE -
(V) STOP SIGN SEE 2/D-2
(W) YIELD SIGN SEE 2/D-2
(X) DO NOT ENTER SIGN SEE 2
(Y) RIGHT TURN ONLY SIGN SEE 2
(Z) NO LEFT TURN SIGN SEE 2
(AA) ROOF ACCESS LADDER SEE 5
(AB) LANDSCAPE SPRINKLER SYSTEM BELOW GROUND - SEE LANDSC

GENERAL NOTES:

ALL MECHANICAL EQUIPMENT ON THE ROOF OR GROUND WILL BE FULLY SCREENED BY PARAPET OR EQUIPMENT SCREEN THAT ARE EQUAL OR TALLER THAN THE EQUIPMENT. THE EQUIPMENT WILL ALSO BE BUFFERED TO MITIGATE NOISE.

ALL SIGAGE INCLUDING THE MONUMENT SIGN TO BE APPROVED UNDER SEPARATE PERMITTING.

SITE DESIGN IS BASED ON THE 2023 FLORIDA ACCESSIBLE CODE. 8th EDITION

NO ALCOHOL SALES TO BE SERVED IN THE RESTAURANT.

DUNKIN' RESTAURANT AND VACANT RETAIL BAY TO POST SIGNAGE TO INDICATE HOURS OF OPERATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION APPROVAL REQUIRED FOR ALL OFF-SITE WORK.

NO OUTDOOR SPEAKERS EXCEPT ORDER CANOPY LOCATION.

DRIVE THRU CONSIST'S OF A TRADITIONAL INNER ORDER LANE AND 'PRE-ORDER' MOBILE APP OUTER LANE. THE OUTER LAND MERGES INTO THE TRADITIONAL INNER LANE PRIOR TO THE PICK-UP AREA. ALL VEHICULAR MOVEMENT IS MONITORED THROUGH BELOW GRADE DETECTION LOOPS.

LEAVE BLANK - FOR CITY USE ONLY

AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE TO BE USED ONLY FOR THIS PROJECT AND NOT TO BE USED ON ANY OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CHANGES TO THE DRAWINGS MAY ONLY BE MADE BY THE ARCHITECT OR ENGINEER. BY USE OF THE DRAWING FOR CONSTRUCTION OF THE PROJECT, THE OWNER REPRESENTS THAT THEY HAVE REVIEWED AND APPROVED THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. THE CONTRACTOR PRESUMES THAT THEY HAVE VISITED THE SITE, FAMILIARIZED THEMSELVES WITH LOCAL CONDITIONS, VERIFIED ALL FIELD DIMENSIONS, AND CORRELATED HIS OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. MINIMUM FEE OF $100 PER EACH SHEET REVISED TO DOCUMENT UNAUTHORIZED "AS BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL. 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
DUNKIN' W/ DRIVE THRU + VACANT RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SITE PLAN

Prog./Revisions
R 12.15.25

SEAL
RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. B-1
of 2 sheets

Bowman

Attachment C

Traffic Volumes

AM PEAK HOUR TRAFFIC VOLUME CALCULATIONS
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

Intersection	Scenario	EASTBOUND				WESTBOUND				NORTHBOUND			SOUTHBOUND		
		EBUT	EBLT	EBT	EBRT	WBUT	WBLT	WBT	WBRT	NBLT	NBT	NBRT	SBLT	SBT	SBRT
AM PEAK HOUR															
Oakland Park Boulevard at NW 84 Avenue	Traffic Count (04/08/25)	11	51	1,336	19	11	18	1,346	8	30	2	62	27	3	73
	Peak Season Conversion Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
	2025 Peak Season Traffic	**11**	**52**	**1,349**	**19**	**11**	**18**	**1,359**	**8**	**30**	**2**	**63**	**27**	**3**	**74**
	Compound Growth Rate	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
	2026 Background Traffic	**11**	**52**	**1,356**	**19**	**11**	**18**	**1,366**	**8**	**30**	**2**	**63**	**27**	**3**	**74**
	In/Out (Net New)	In	In					In	In	In			Out	Out	
	Project Assignment - Net New	35%	10%					30%	15%	5%			(45%)	(5%)	
	Net New Project Trips	20	6					17	8	3			25	2	
	In/Out (Pass-By)	In		In									Out		
	Project Assignment - Pass-By	50%		-50%									(50%)		
	Pass-By Project Trips	29		-29									27		
	Total Project Trips	49	6	-29	0	0	0	17	8	3	0	0	52	2	0
	2026 Total Traffic	**60**	**58**	**1,327**	**19**	**11**	**18**	**1,383**	**16**	**33**	**2**	**63**	**79**	**5**	**74**
Site Driveway at Oakland Park Boulevard	Traffic Count (04/08/25)	-	-	1,417	-	-	-	1,460	0	-	-	-	-	-	0
	Peak Season Conversion Factor	-	-	1.01	-	-	-	1.01	1.01	-	-	-	-	-	1.01
	2025 Peak Season Traffic	**-**	**-**	**1,431**	**-**	**-**	**-**	**1,474**	**0**	**-**	**-**	**-**	**-**	**-**	**0**
	Compound Growth Rate	-	-	0.5%	-	-	-	0.5%	0.5%	-	-	-	-	-	0.5%
	2026 Background Traffic	**-**	**-**	**1,438**	**-**	**-**	**-**	**1,481**	**0**	**-**	**-**	**-**	**-**	**-**	**0**
	In/Out (Net New)	-	-	In	-	-	-		In	-	-	-	-	-	Out
	Project Assignment - Net New	-	-	45%	-	-	-		70%	-	-	-	-	-	(45%)
	Net New Project Trips	-	-	26	-	-	-		40	-	-	-	-	-	25
	In/Out (Pass-By)	-	-		-	-	-	In	In	-	-	-	-	-	Out
	Project Assignment - Pass-By	-	-		-	-	-	-45%	95%	-	-	-	-	-	(45%)
	Pass-By Project Trips	-	-		-	-	-	-25	54	-	-	-	-	-	25
	Total Project Trips	-	-	26	-	-	-	-25	94	-	-	-	-	-	50
	2026 Total Traffic	**-**	**-**	**1,464**	**-**	**-**	**-**	**1,456**	**94**	**-**	**-**	**-**	**-**	**-**	**50**
Site Driveway at NW 84 Avenue	Traffic Count (04/08/25)	0	0	-	0	-	-	-	-	0	61	-	-	103	0
	Peak Season Conversion Factor	1.01	1.01	-	1.01	-	-	-	-	1.01	1.01	-	-	1.01	1.01
	2025 Peak Season Traffic	**0**	**0**	**-**	**0**	**-**	**-**	**-**	**-**	**0**	**62**	**-**	**-**	**104**	**0**
	Compound Growth Rate	0.5%	0.5%	-	0.5%	-	-	-	-	0.5%	0.5%	-	-	0.5%	0.5%
	2026 Background Traffic	**0**	**0**	**-**	**0**	**-**	**-**	**-**	**-**	**0**	**62**	**-**	**-**	**104**	**0**
	In/Out (Net New)		Out	-	Out	-	-	-	-	In		-	-		In
	Project Assignment - Net New		(5%)	-	(50%)	-	-	-	-	25%		-	-		5%
	Net New Project Trips		3	-	27	-	-	-	-	14		-	-		3
	In/Out (Pass-By)			-	Out	-	-	-	-			-	-	In	In
	Project Assignment - Pass-By			-	(55%)	-	-	-	-			-	-	-5%	5%
	Pass-By Project Trips			-	30	-	-	-	-			-	-	-3	3
	Total Project Trips	0	3	-	57	-	-	-	-	14	0	-	-	-3	6
	2026 Total Traffic	**0**	**3**	**-**	**57**	**-**	**-**	**-**	**-**	**14**	**62**	**-**	**-**	**101**	**6**

Balanced volume

PM PEAK HOUR TRAFFIC VOLUME CALCULATIONS
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

Intersection	Scenario	EASTBOUND				WESTBOUND				NORTHBOUND			SOUTHBOUND		
		EBUT	EBLT	EBT	EBRT	WBUT	WBLT	WBT	WBRT	NBLT	NBT	NBRT	SBLT	SBT	SBRT
PM PEAK HOUR															
Oakland Park Boulevard at NW 84 Avenue	Traffic Count (04/08/25)	12	61	1,319	26	21	58	1,308	43	18	2	32	25	2	56
	Peak Season Conversion Factor	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
	2025 Peak Season Traffic	**12**	**62**	**1,332**	**26**	**21**	**59**	**1,321**	**43**	**18**	**2**	**32**	**25**	**2**	**57**
	Compound Growth Rate	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
	2026 Background Traffic	**12**	**62**	**1,339**	**26**	**21**	**59**	**1,328**	**43**	**18**	**2**	**32**	**25**	**2**	**57**
	In/Out (Net New)	In	In					In	In	In			Out	Out	
	Project Assignment - Net New	35%	10%					30%	15%	5%			(45%)	(5%)	
	Net New Project Trips	10	3					9	4	1			13	2	
	In/Out (Pass-By)	In		In									Out		
	Project Assignment - Pass-By	50%		-50%									(50%)		
	Pass-By Project Trips	16		-16									16		
	Total Project Trips	26	3	-16	0	0	0	9	4	1	0	0	29	2	0
	2026 Total Traffic	**38**	**65**	**1,323**	**26**	**21**	**59**	**1,337**	**47**	**19**	**2**	**32**	**54**	**4**	**57**
Site Driveway at Oakland Park Boulevard	Traffic Count (04/08/25)	-	-	1,418	-	-	-	1,394	0	-	-	-	-	-	0
	Peak Season Conversion Factor	-	-	1.01	-	-	-	1.01	1.01	-	-	-	-	-	1.01
	2025 Peak Season Traffic	**-**	**-**	**1,432**	**-**	**-**	**-**	**1,408**	**0**	**-**	**-**	**-**	**-**	**-**	**0**
	Compound Growth Rate	-	-	0.5%	-	-	-	0.5%	0.5%	-	-	-	-	-	0.5%
	2026 Background Traffic	**-**	**-**	**1,439**	**-**	**-**	**-**	**1,415**	**0**	**-**	**-**	**-**	**-**	**-**	**0**
	In/Out (Net New)	-	-	In	-	-	-		In	-	-	-	-	-	Out
	Project Assignment - Net New	-	-	45%	-	-	-		70%	-	-	-	-	-	(45%)
	Net New Project Trips	-	-	13	-	-	-		20	-	-	-	-	-	13
	In/Out (Pass-By)	-	-		-	-	-	In	In	-	-	-	-	-	Out
	Project Assignment - Pass-By	-	-		-	-	-	-45%	95%	-	-	-	-	-	(45%)
	Pass-By Project Trips	-	-		-	-	-	-14	30	-	-	-	-	-	14
	Total Project Trips	-	-	13	-	-	-	-14	50	-	-	-	-	-	27
	2026 Total Traffic	**-**	**-**	**1,452**	**-**	**-**	**-**	**1,401**	**50**	**-**	**-**	**-**	**-**	**-**	**27**
Site Driveway at NW 84 Avenue	Traffic Count (04/08/25)	0	0	-	0	-	-	-	-	0	106	-	-	83	0
	Peak Season Conversion Factor	1.01	1.01	-	1.01	-	-	-	-	1.01	1.01	-	-	1.01	1.01
	2025 Peak Season Traffic	**0**	**0**	**-**	**0**	**-**	**-**	**-**	**-**	**0**	**107**	**-**	**-**	**84**	**0**
	Compound Growth Rate	0.5%	0.5%	-	0.5%	-	-	-	-	0.5%	0.5%	-	-	0.5%	0.5%
	2026 Background Traffic	**0**	**0**	**-**	**0**	**-**	**-**	**-**	**-**	**0**	**107**	**-**	**-**	**84**	**0**
	In/Out (Net New)		Out	-	Out	-	-	-	-	In		-	-		In
	Project Assignment - Net New		(5%)	-	(50%)	-	-	-	-	25%		-	-		5%
	Net New Project Trips		1	-	15	-	-	-	-	7		-	-		2
	In/Out (Pass-By)			-	Out	-	-	-	-			-	-	In	In
	Project Assignment - Pass-By			-	(55%)	-	-	-	-			-	-	-5%	5%
	Pass-By Project Trips			-	18	-	-	-	-			-	-	-2	2
	Total Project Trips	0	1	-	33	-	-	-	-	7	0	-	-	-2	4
	2026 Total Traffic	**0**	**1**	**-**	**33**	**-**	**-**	**-**	**-**	**7**	**107**	**-**	**-**	**82**	**4**

Balanced volume

Nationwide Traffic Data, LLC

Intersection Turning Movement Count

Location: NW 84th Ave & W Oakland Park Blvd/SR 816
City: Sunrise
Control: Signalized

Project ID: 25-570029-001
Date: 4/8/2025

Data - Total

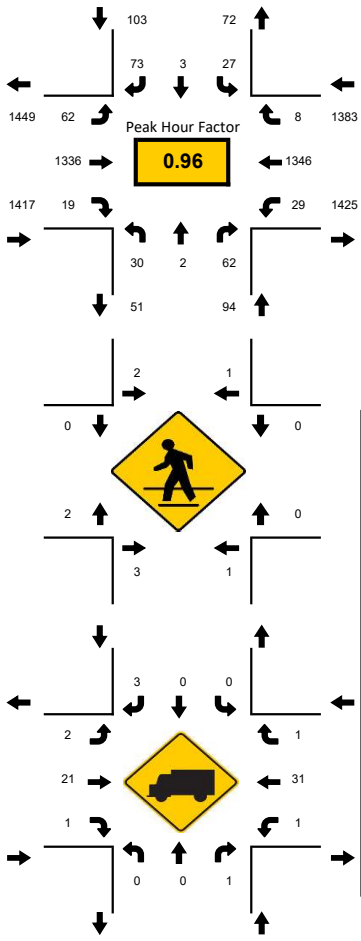
NS/EW Streets:	NW 84th Ave				NW 84th Ave				W Oakland Park Blvd/SR 816				W Oakland Park Blvd/SR 816				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	7	2	14	0	9	1	15	0	10	257	3	4	6	245	4	1	578
7:15 AM	8	1	21	0	7	1	16	0	13	346	2	2	2	315	1	0	735
7:30 AM	12	1	13	0	6	0	22	0	9	331	2	2	5	375	1	4	783
7:45 AM	7	0	13	0	8	1	19	0	19	339	7	5	4	348	1	3	774
8:00 AM	3	0	15	0	6	1	16	0	10	320	8	2	7	308	5	4	705
8:15 AM	6	1	13	0	5	1	14	0	18	307	5	2	6	270	8	5	661
8:30 AM	5	1	17	0	5	0	16	0	12	324	2	8	5	281	4	5	685
8:45 AM	6	0	9	0	8	0	16	0	7	326	1	7	8	239	3	11	641
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	54	6	115	0	54	5	134	0	98	2550	30	32	43	2381	27	33	5562
APPROACH %'s :	30.86%	3.43%	65.71%	0.00%	27.98%	2.59%	69.43%	0.00%	3.62%	94.10%	1.11%	1.18%	1.73%	95.85%	1.09%	1.33%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	30	2	62	0	27	3	73	0	51	1336	19	11	18	1346	8	11	2997
PEAK HR FACTOR :	0.625	0.500	0.738	0.000	0.844	0.750	0.830	0.000	0.671	0.965	0.594	0.550	0.643	0.897	0.400	0.688	0.957
	0.783				0.920				0.957				0.898				

NS/EW Streets:	NW 84th Ave				NW 84th Ave				W Oakland Park Blvd/SR 816				W Oakland Park Blvd/SR 816				
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	6	1	7	0	5	0	13	0	11	295	6	3	11	265	8	5	636
4:15 PM	4	1	5	0	5	1	9	0	12	217	8	3	10	255	9	4	543
4:30 PM	5	1	9	0	6	0	8	0	5	319	4	3	4	306	13	7	690
4:45 PM	2	0	3	0	11	1	17	0	18	316	6	1	10	326	7	11	729
5:00 PM	4	1	15	0	6	0	15	0	16	335	6	6	16	337	13	4	774
5:15 PM	8	1	8	0	3	1	14	0	12	381	7	1	14	305	12	4	771
5:30 PM	4	0	6	0	5	0	10	0	15	287	7	4	18	340	11	2	709
5:45 PM	3	0	12	0	3	0	6	0	15	293	13	1	10	331	11	8	706
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	36	5	65	0	44	3	92	0	104	2443	57	22	93	2465	84	45	5558
APPROACH %'s :	33.96%	4.72%	61.32%	0.00%	31.65%	2.16%	66.19%	0.00%	3.96%	93.03%	2.17%	0.84%	3.46%	91.74%	3.13%	1.67%	
PEAK HR :	04:45 PM - 05:45 PM																TOTAL
PEAK HR VOL :	18	2	32	0	25	2	56	0	61	1319	26	12	58	1308	43	21	2983
PEAK HR FACTOR :	0.563	0.500	0.533	0.000	0.568	0.500	0.824	0.000	0.847	0.865	0.929	0.500	0.806	0.962	0.827	0.477	0.964
	0.650				0.716				0.884				0.964				

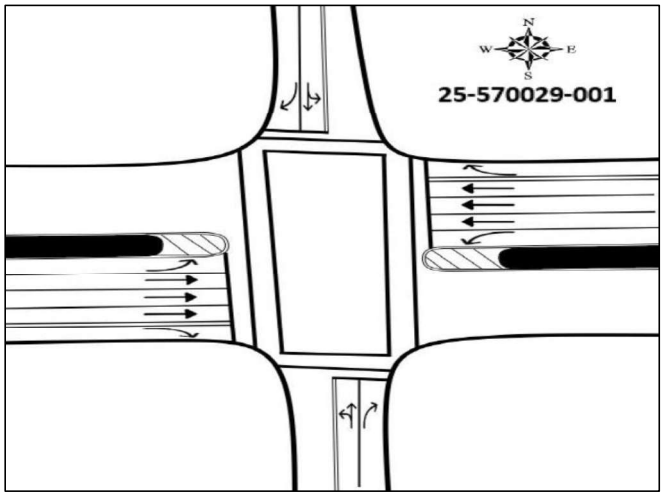
LOCATION: NW 84th Ave & W Oakland Park Blvd/SR 816
CITY/STATE: Sunrise, FL

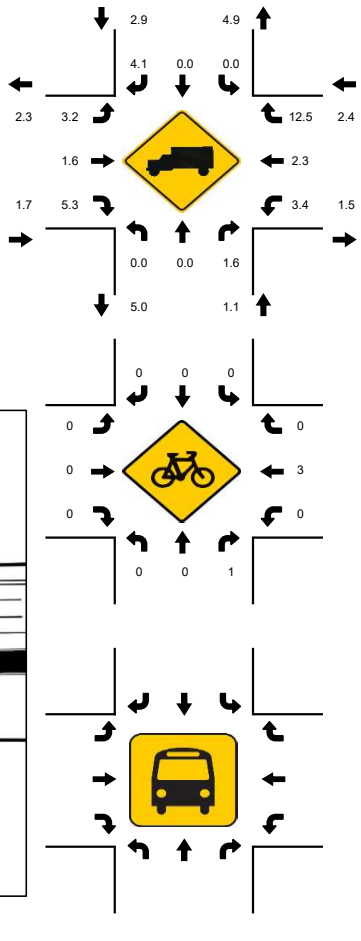
PROJECT ID: 25-570029-001
DATE: Tue, Apr 08, 2025

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:30 AM - 07:45 AM







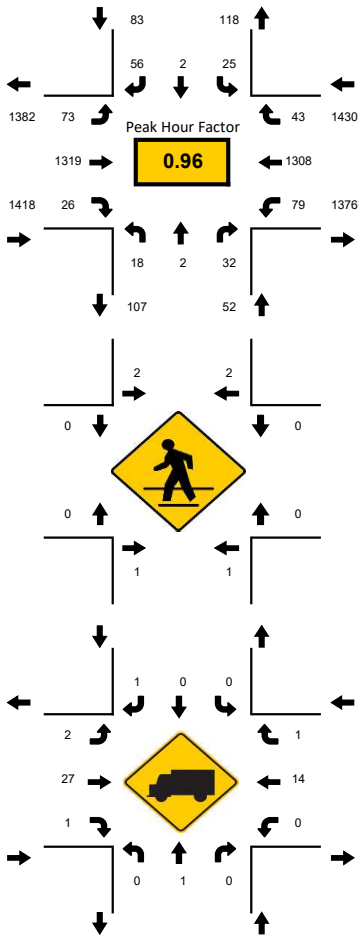


15-Min Count Period Beginning At	NW 84th Ave Northbound					NW 84th Ave Southbound					W Oakland Park Blvd/SR 816 Eastbound					W Oakland Park Blvd/SR 816 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	7	2	14	0		9	1	15	0		10	257	3	4		6	245	4	1		578	2870
7:15 AM	8	1	21	0		7	1	16	0		13	346	2	2		2	315	1	0		735	2997
7:30 AM	12	1	13	0		6	0	22	0		9	331	2	2		5	375	1	4		783	2923
7:45 AM	7	0	13	0		8	1	19	0		19	339	7	5		4	348	1	3		774	2825
8:00 AM	3	0	15	0		6	1	16	0		10	320	8	2		7	308	5	4		705	2692
8:15 AM	6	1	13	0		5	1	14	0		18	307	5	2		6	270	8	5		661	1987
8:30 AM	5	1	17	0		5	0	16	0		12	324	2	8		5	281	4	5		685	1326
8:45 AM	6	0	9	0		8	0	16	0		7	326	1	7		8	239	3	11		641	641
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***		
All Vehicles	48	4	84	0		32	4	88	0		76	1384	32	20		28	1500	20	16		**3336**	
Heavy Trucks	0	0	4	0		0	0	4	0		4	40	4	0		4	40	4	0		**104**	
Pedestrians		8					8					4					0				**20**	
Bicycles	0	0	4	0		0	0	0	0		0	0	0	0		0	8	0	0		**12**	
Buses																						
Stopped Buses																						

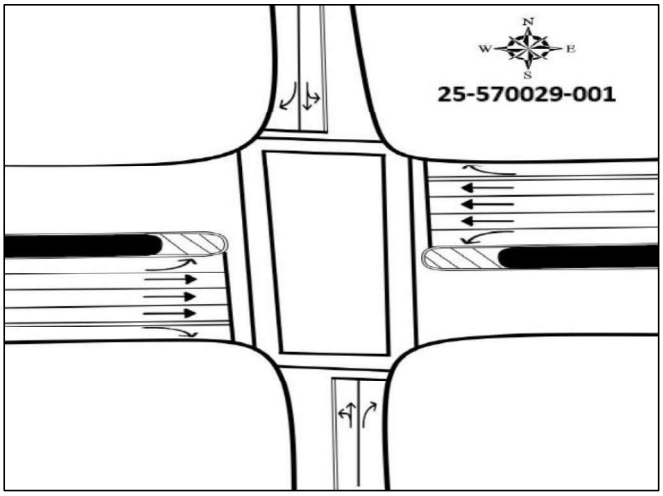
LOCATION: NW 84th Ave & W Oakland Park Blvd/SR 816
CITY/STATE: Sunrise, FL

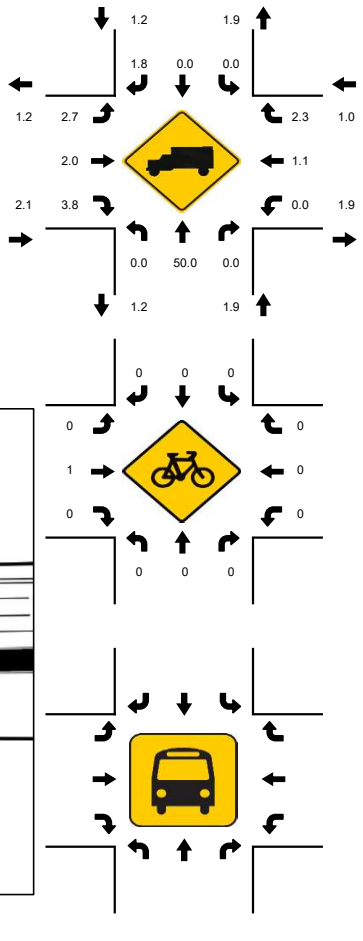
PROJECT ID: 25-570029-001
DATE: Tue, Apr 08, 2025

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:00 PM - 05:15 PM









15-Min Count Period Beginning At	NW 84th Ave Northbound					NW 84th Ave Southbound					W Oakland Park Blvd/SR 816 Eastbound					W Oakland Park Blvd/SR 816 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	6	1	7	0		5	0	13	0		11	295	6	3		11	265	8	5		636	2598
4:15 PM	4	1	5	0		5	1	9	0		12	217	8	3		10	255	9	4		543	2736
4:30 PM	5	1	9	0		6	0	8	0		5	319	4	3		4	306	13	7		690	2964
4:45 PM	2	0	3	0		11	1	17	0		18	316	6	1		10	326	7	11		729	2983
5:00 PM	4	1	15	0		6	0	15	0		16	335	6	6		16	337	13	4		774	2960
5:15 PM	8	1	8	0		3	1	14	0		12	381	7	1		14	305	12	4		771	2186
5:30 PM	4	0	6	0		5	0	10	0		15	287	7	4		18	340	11	2		709	1415
5:45 PM	3	0	12	0		3	0	6	0		15	293	13	1		10	331	11	8		706	706
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***		
All Vehicles	32	4	60	0		44	4	68	0		72	1524	28	24		72	1360	52	44		**3388**	
Heavy Trucks	0	4	0	0		0	0	4	0		0	36	4	4		0	28	4	0		**80**	
Pedestrians		4					8					0					0				**12**	
Bicycles	0	0	0	0		0	0	0	0		0	4	0	0		0	0	0	0		**4**	
Buses																						
Stopped Buses																						

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8630 WEST-W OF US441

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.05	1.07
2	01/07/2024 - 01/13/2024	1.04	1.06
3	01/14/2024 - 01/20/2024	1.02	1.04
4	01/21/2024 - 01/27/2024	1.00	1.02
5	01/28/2024 - 02/03/2024	0.99	1.01
6	02/04/2024 - 02/10/2024	0.98	1.00
* 7	02/11/2024 - 02/17/2024	0.97	0.99
* 8	02/18/2024 - 02/24/2024	0.97	0.99
* 9	02/25/2024 - 03/02/2024	0.97	0.99
*10	03/03/2024 - 03/09/2024	0.97	0.99
*11	03/10/2024 - 03/16/2024	0.97	0.99
*12	03/17/2024 - 03/23/2024	0.97	0.99
*13	03/24/2024 - 03/30/2024	0.98	1.00
*14	03/31/2024 - 04/06/2024	0.98	1.00
*15	04/07/2024 - 04/13/2024	0.99	1.01
*16	04/14/2024 - 04/20/2024	0.99	1.01
*17	04/21/2024 - 04/27/2024	0.99	1.01
*18	04/28/2024 - 05/04/2024	0.98	1.00
*19	05/05/2024 - 05/11/2024	0.98	1.00
20	05/12/2024 - 05/18/2024	0.98	1.00
21	05/19/2024 - 05/25/2024	0.99	1.01
22	05/26/2024 - 06/01/2024	1.00	1.02
23	06/02/2024 - 06/08/2024	1.01	1.03
24	06/09/2024 - 06/15/2024	1.03	1.05
25	06/16/2024 - 06/22/2024	1.03	1.05
26	06/23/2024 - 06/29/2024	1.04	1.06
27	06/30/2024 - 07/06/2024	1.04	1.06
28	07/07/2024 - 07/13/2024	1.05	1.07
29	07/14/2024 - 07/20/2024	1.05	1.07
30	07/21/2024 - 07/27/2024	1.04	1.06
31	07/28/2024 - 08/03/2024	1.03	1.05
32	08/04/2024 - 08/10/2024	1.01	1.03
33	08/11/2024 - 08/17/2024	1.00	1.02
34	08/18/2024 - 08/24/2024	1.00	1.02
35	08/25/2024 - 08/31/2024	1.00	1.02
36	09/01/2024 - 09/07/2024	1.00	1.02
37	09/08/2024 - 09/14/2024	1.00	1.02
38	09/15/2024 - 09/21/2024	1.00	1.02
39	09/22/2024 - 09/28/2024	1.00	1.02
40	09/29/2024 - 10/05/2024	1.00	1.02
41	10/06/2024 - 10/12/2024	1.00	1.02
42	10/13/2024 - 10/19/2024	1.00	1.02
43	10/20/2024 - 10/26/2024	1.00	1.02
44	10/27/2024 - 11/02/2024	1.00	1.02
45	11/03/2024 - 11/09/2024	1.00	1.02
46	11/10/2024 - 11/16/2024	1.00	1.02
47	11/17/2024 - 11/23/2024	1.01	1.03
48	11/24/2024 - 11/30/2024	1.02	1.04
49	12/01/2024 - 12/07/2024	1.03	1.05
50	12/08/2024 - 12/14/2024	1.04	1.06
51	12/15/2024 - 12/21/2024	1.05	1.07
52	12/22/2024 - 12/28/2024	1.04	1.06
53	12/29/2024 - 12/31/2024	1.02	1.04

* PEAK SEASON

04-MAR-2025 16:32:53 830UPD 4_8630_PKSEASON.TXT

Coffee/Donut Shop with Drive-Through Window (937)

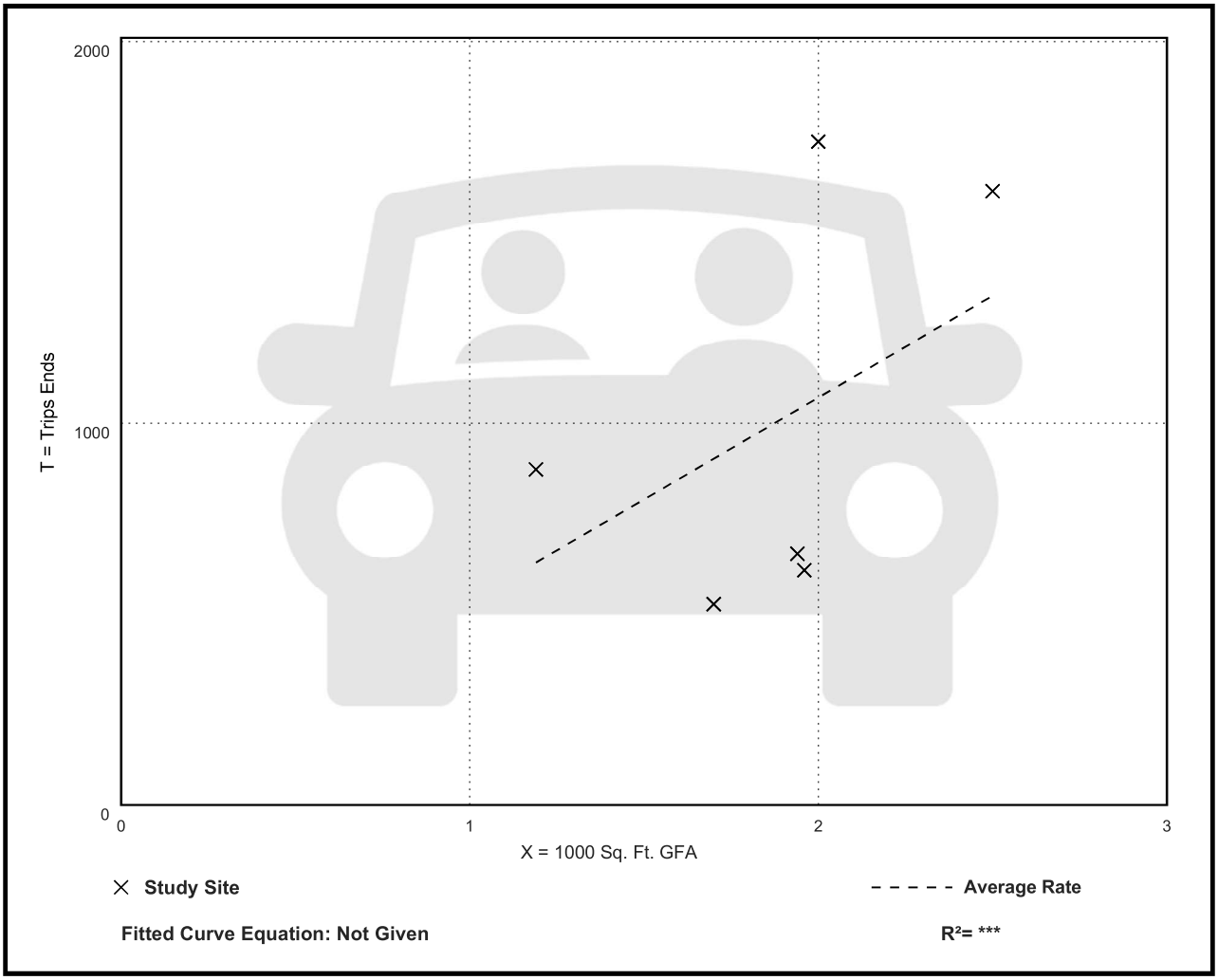
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
533.57	309.41 - 869.00	243.65

Data Plot and Equation



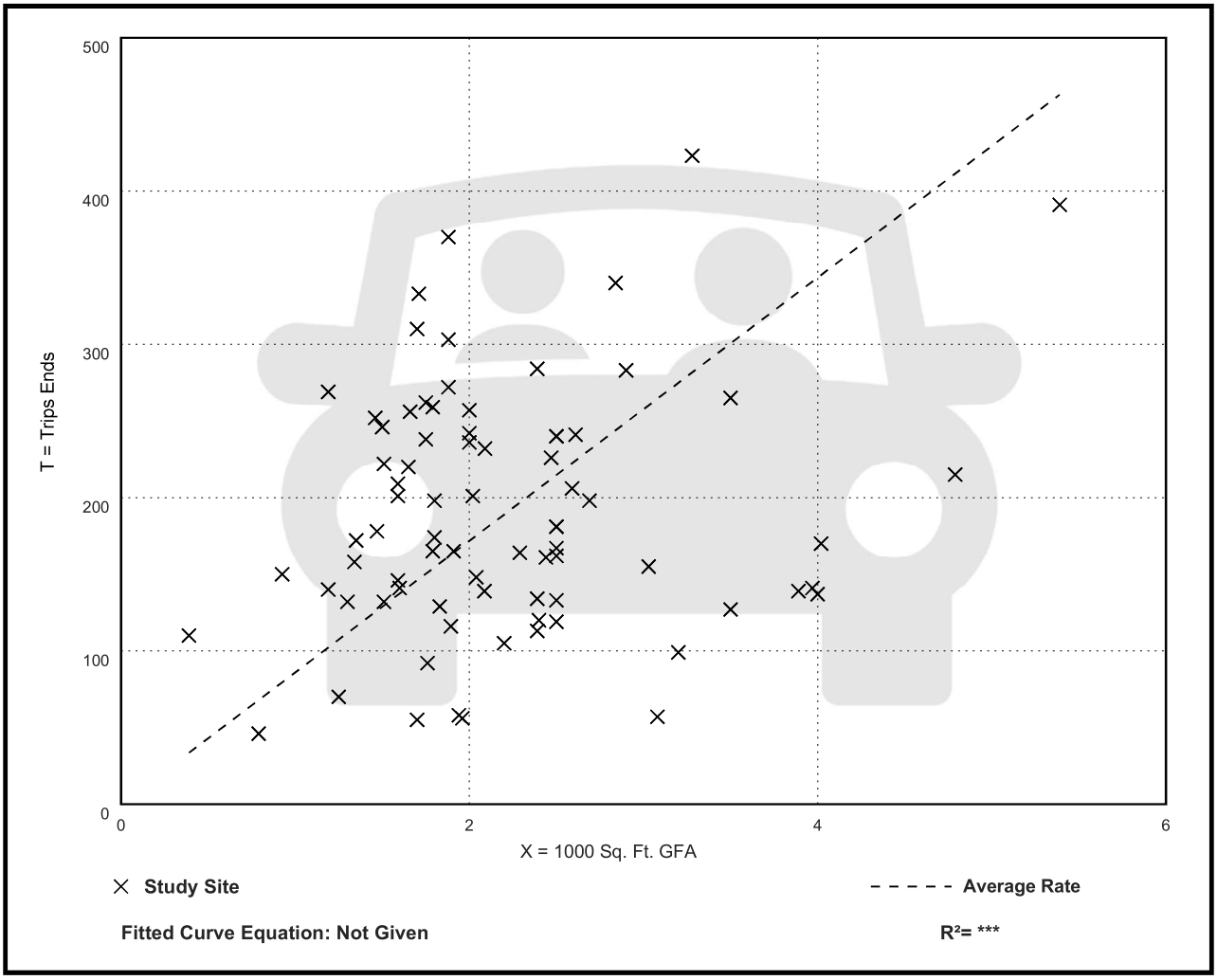
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 78
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
85.88	18.51 - 282.05	44.92

Data Plot and Equation



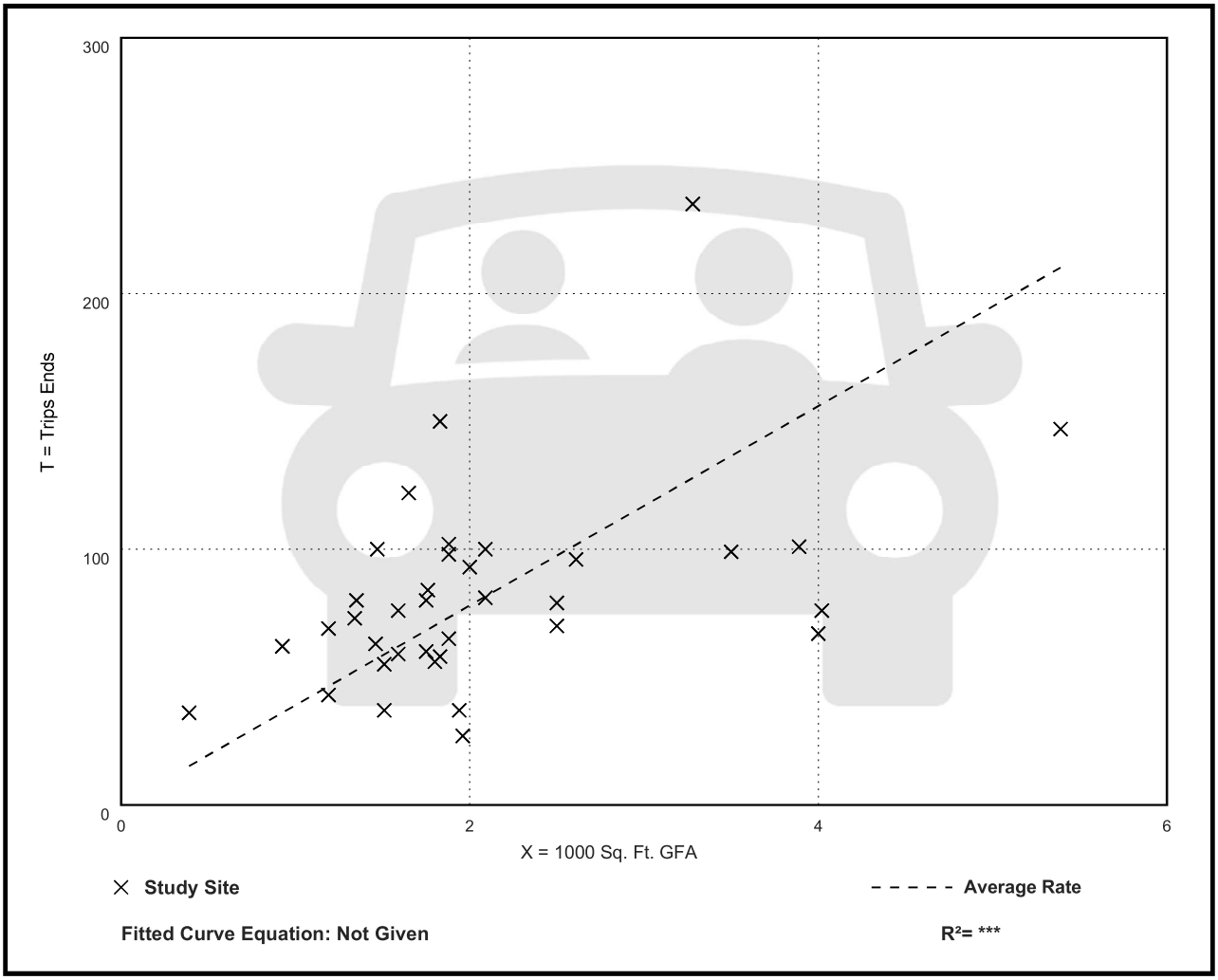
Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 36
Avg. 1000 Sq. Ft. GFA: 2
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
38.99	13.78 - 92.31	17.79

Data Plot and Equation



Strip Retail Plaza (<40k)
(822)

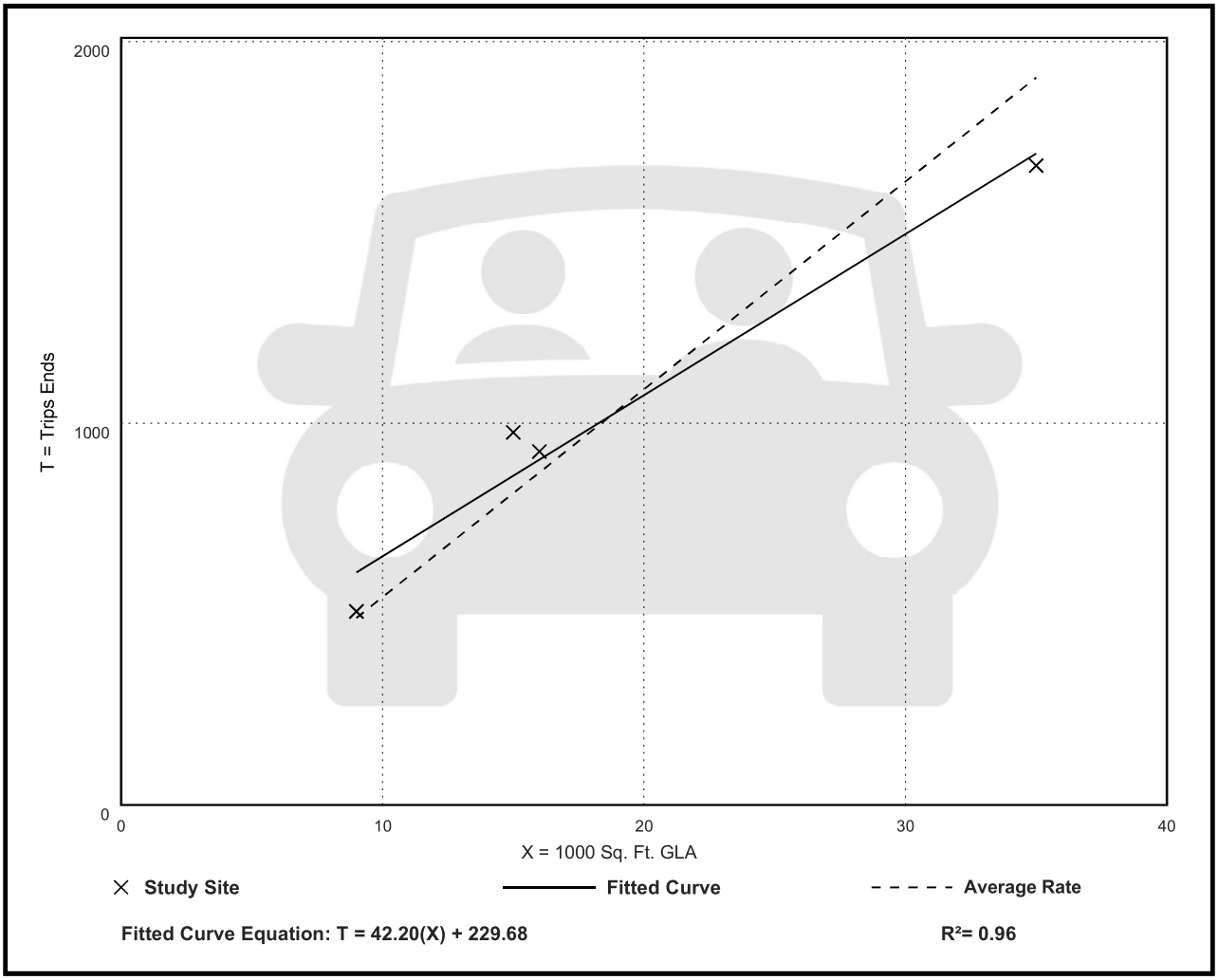
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation



Fitted Curve Equation: T = 42.20(X) + 229.68

R^2= 0.96

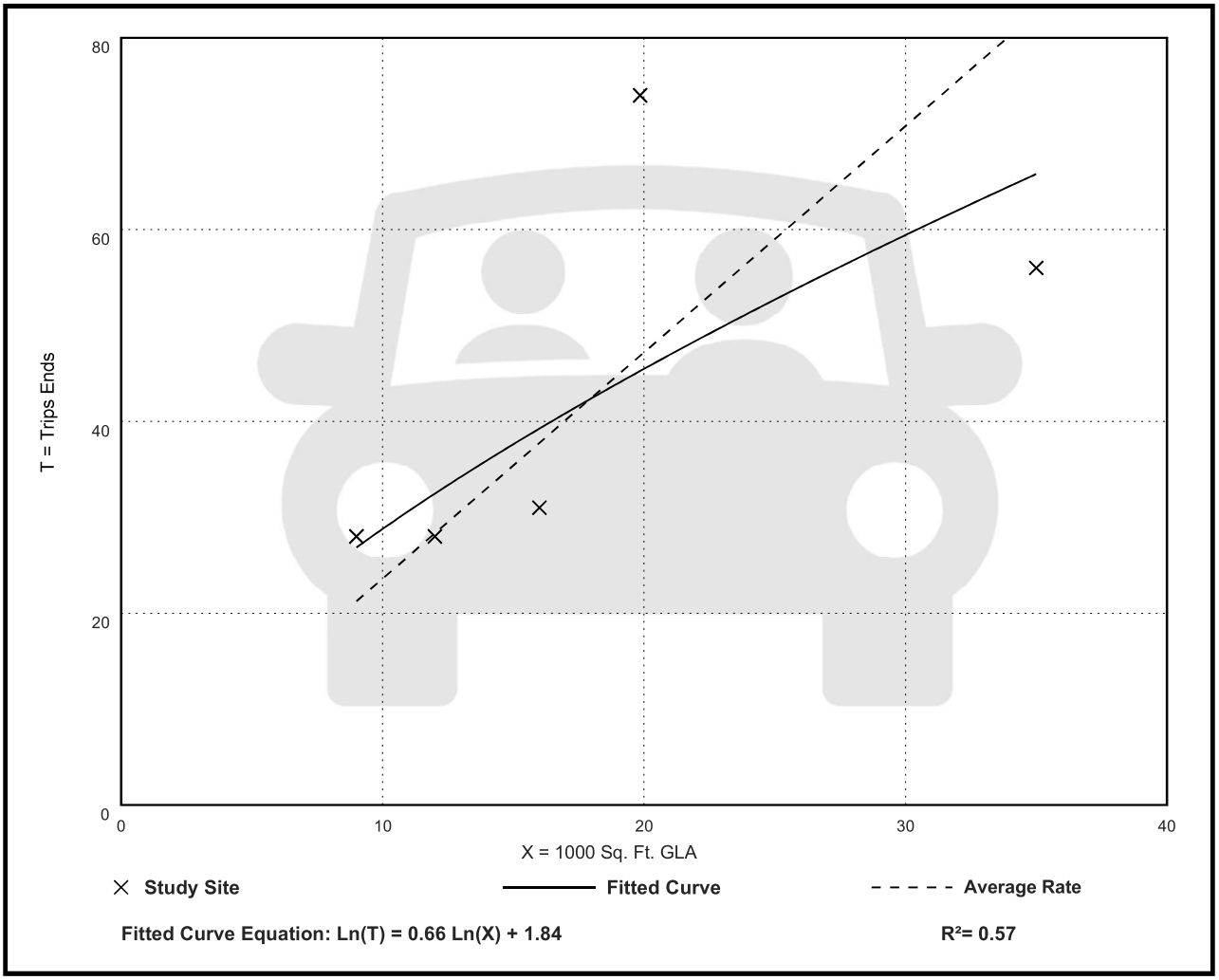
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 18
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.66 Ln(X) + 1.84

R^2= 0.57

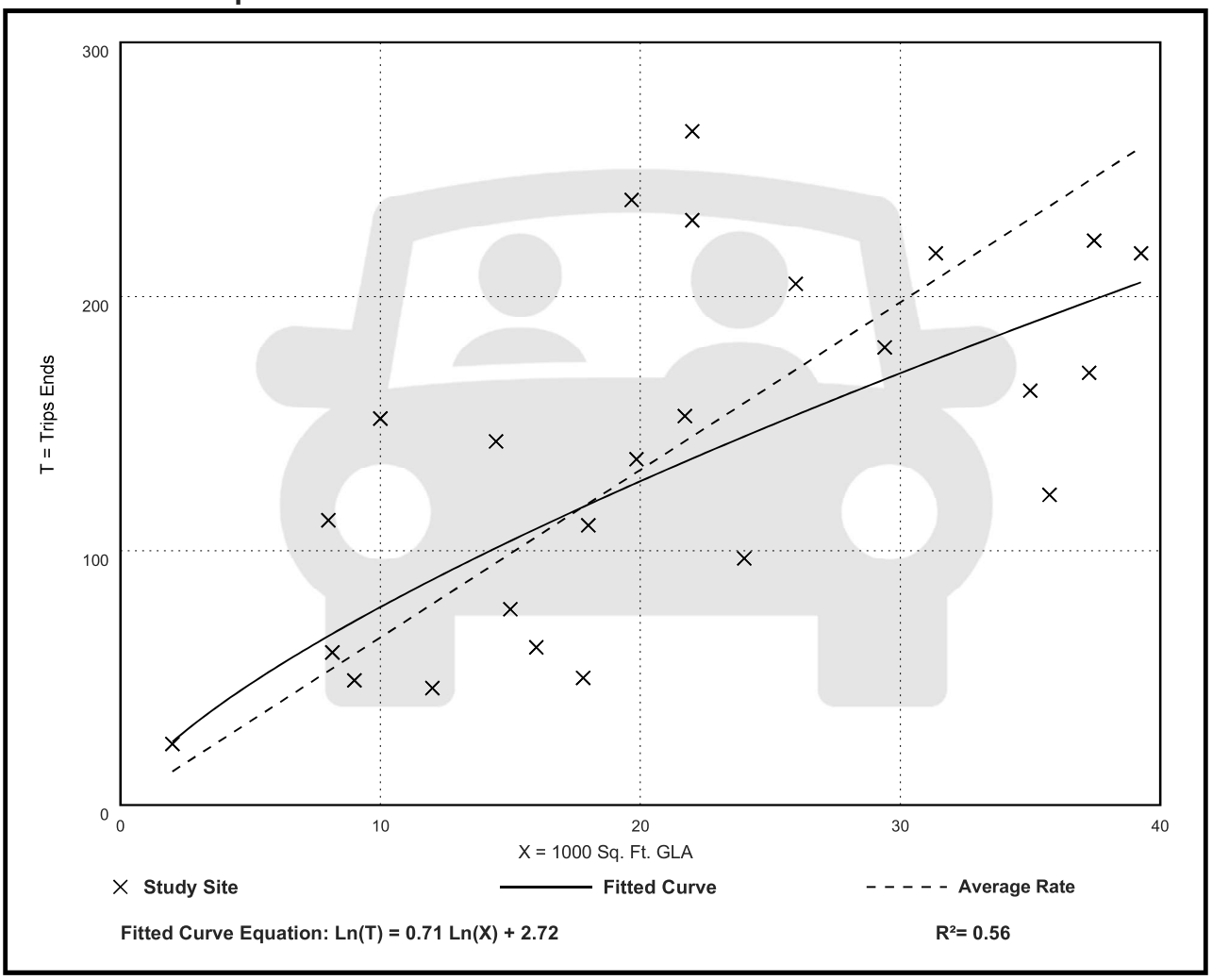
Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 25
Avg. 1000 Sq. Ft. GLA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	934
Land Use	Fast-Food Restaurant with Drive-Through Window
Setting	General Urban/Suburban
Time Period	Weekday AM Peak Period
# Data Sites	5
Average Pass-By Rate	50%

Pass-By Characteristics for Individual Sites

GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
1.4	Kentucky	1993	—	62	22	16	38	1407	2
3	Kentucky	1993	—	43	14	43	57	2903	2
3.3	--	1996	—	68	—	—	32	—	21
3.6	Kentucky	1993	—	32	47	21	68	437	2
4.2	Indiana	1993	—	46	23	31	54	1049	2

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	934
Land Use	Fast-Food Restaurant with Drive-Through Window
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	11
Average Pass-By Rate	55%

Pass-By Characteristics for Individual Sites

GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
1.3	Kentucky	1993	—	68	22	10	32	2055	2
1.9	Kentucky	1993	33	67	24	9	33	2447	2
2.8	Florida	1995	47	66	—	—	34	—	30
2.9	Florida	1996	271	41	41	18	59	—	30
3	Kentucky	1993	—	31	31	38	69	4250	2
3.1	Florida	1995	28	71	—	—	29	—	30
3.1	Florida	1996	29	38	—	—	62	—	30
3.2	Florida	1996	202	40	39	21	60	—	30
3.3	—	1996	—	62	—	—	38	—	21
4.2	Indiana	1993	—	56	25	19	44	1632	2
4.3	Florida	1994	304	62	—	—	38	—	30

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	821
Land Use	Shopping Plaza (40 - 150k)
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	15
Average Pass-By Rate	40%

Pass-By Characteristics for Individual Sites

GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

Bowman

Attachment D

Alternate Trip Generation

ALTERNATE TRIP GENERATION ANALYSIS
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE [1]	IN	OUT	TOTAL TRIPS			PASS-BY [1] [2][3]				NEW TRIPS		
						IN	OUT	TOTAL	IN	OUT	TOTAL	%	IN	OUT	TOTAL
DAILY															
Coffee/Donut Shop with Drive-Through Window	937	2,559 SF	T= 533.6 (X)	50%	50%	683	682	1,365	342	341	683	50%	341	341	682
Fast Casual Restaurant	930	1,642 SF	T= 97.14 (X)	50%	50%	80	80	160	35	34	69	43%	45	46	91
Total						**763**	**762**	**1,525**	**377**	**375**	**752**		**386**	**387**	**773**
AM PEAK HOUR															
Coffee/Donut Shop with Drive-Through Window	937	2,559 SF	T= 85.88 (X)	51%	49%	112	108	220	56	54	110	50%	56	54	110
Fast Casual Restaurant	930	1,642 SF	T= 1.43 (X)	50%	50%	1	1	2	1	0	1	43%	0	1	1
Total						**113**	**109**	**222**	**57**	**54**	**111**		**56**	**55**	**111**
PM PEAK HOUR															
Coffee/Donut Shop with Drive-Through Window	937	2,559 SF	T= 38.99 (X)	50%	50%	50	50	100	28	27	55	55%	22	23	45
Fast Casual Restaurant	930	1,642 SF	T= 12.55 (X)	55%	45%	12	9	21	5	4	9	43%	7	5	12
Total						**62**	**59**	**121**	**33**	**31**	**64**		**29**	**28**	**57**

(1) Source: ITE Trip Generation Manual, 11th Edition.

(2) Pass-by rates for LU 937 are not available in ITE; therefore, pass-by rates for LU 934 were used.

(3) Pass-by rates for LU 930 are not available in ITE; therefore, pass-by rates for LU 932 were used.

Fast Casual Restaurant
(930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

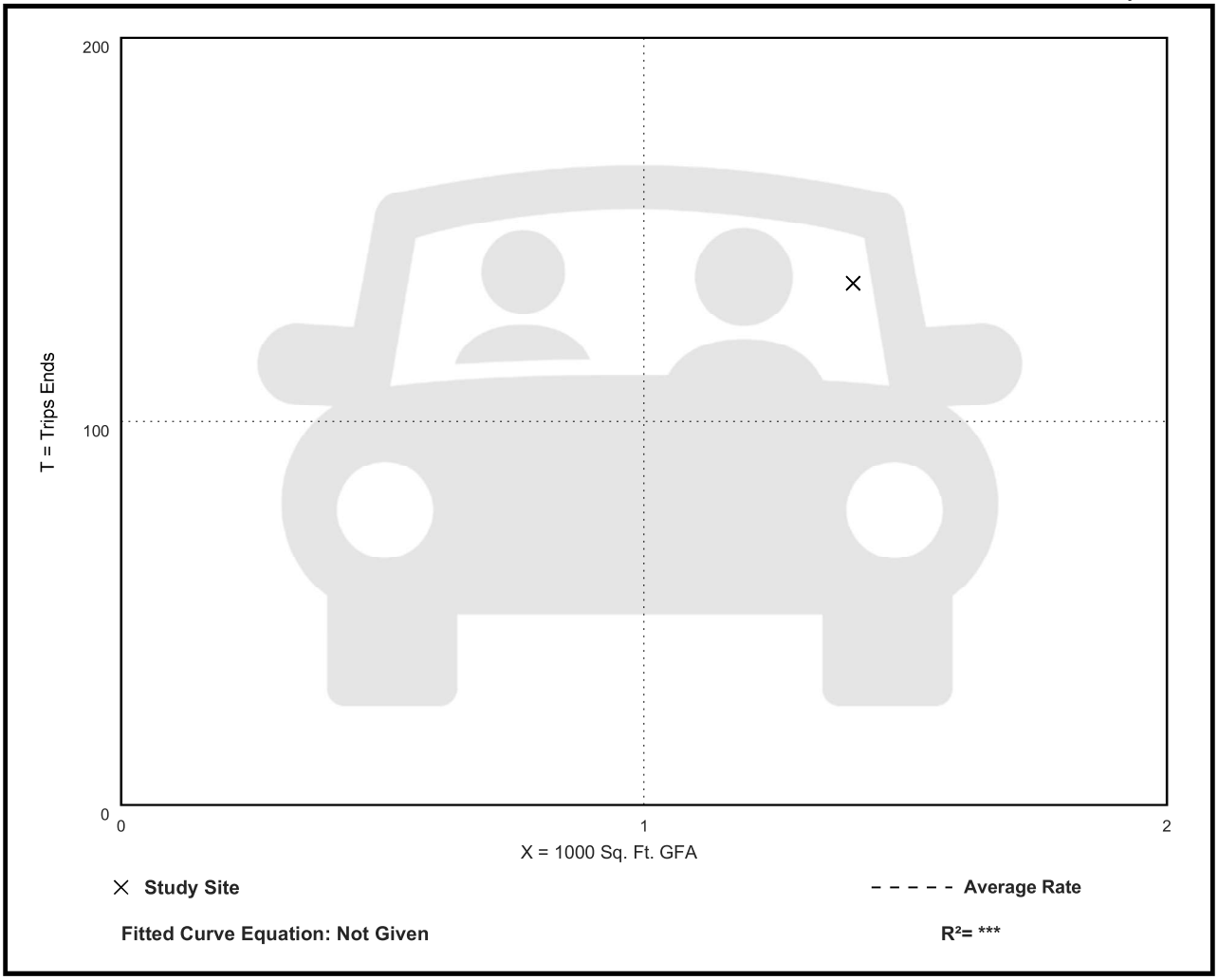
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. 1000 Sq. Ft. GFA: 1
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
97.14	97.14 - 97.14	***

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ***

Fast Casual Restaurant
(930)

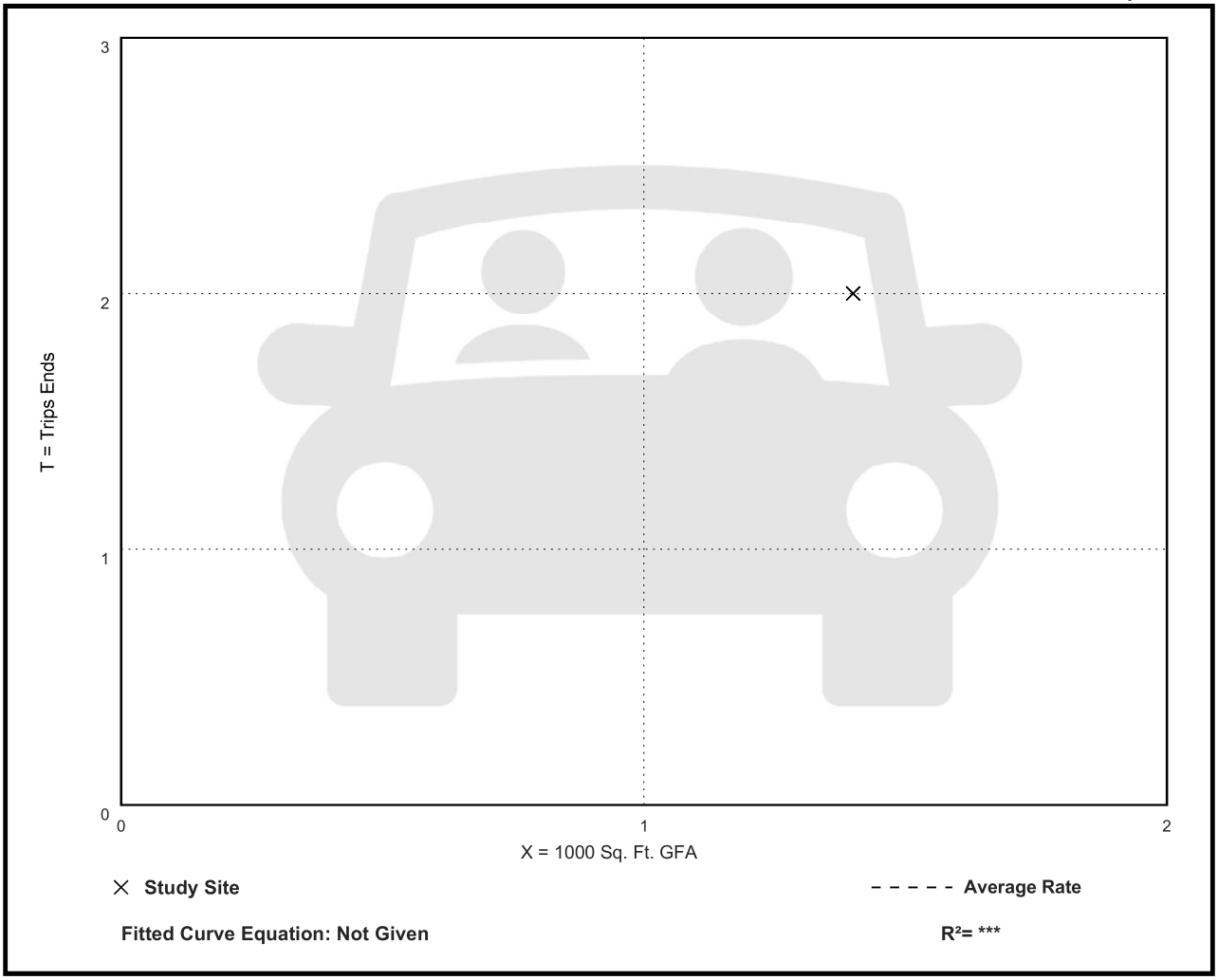
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 1
Avg. 1000 Sq. Ft. GFA: 1
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.43	1.43 - 1.43	***

Data Plot and Equation

Caution – Small Sample Size



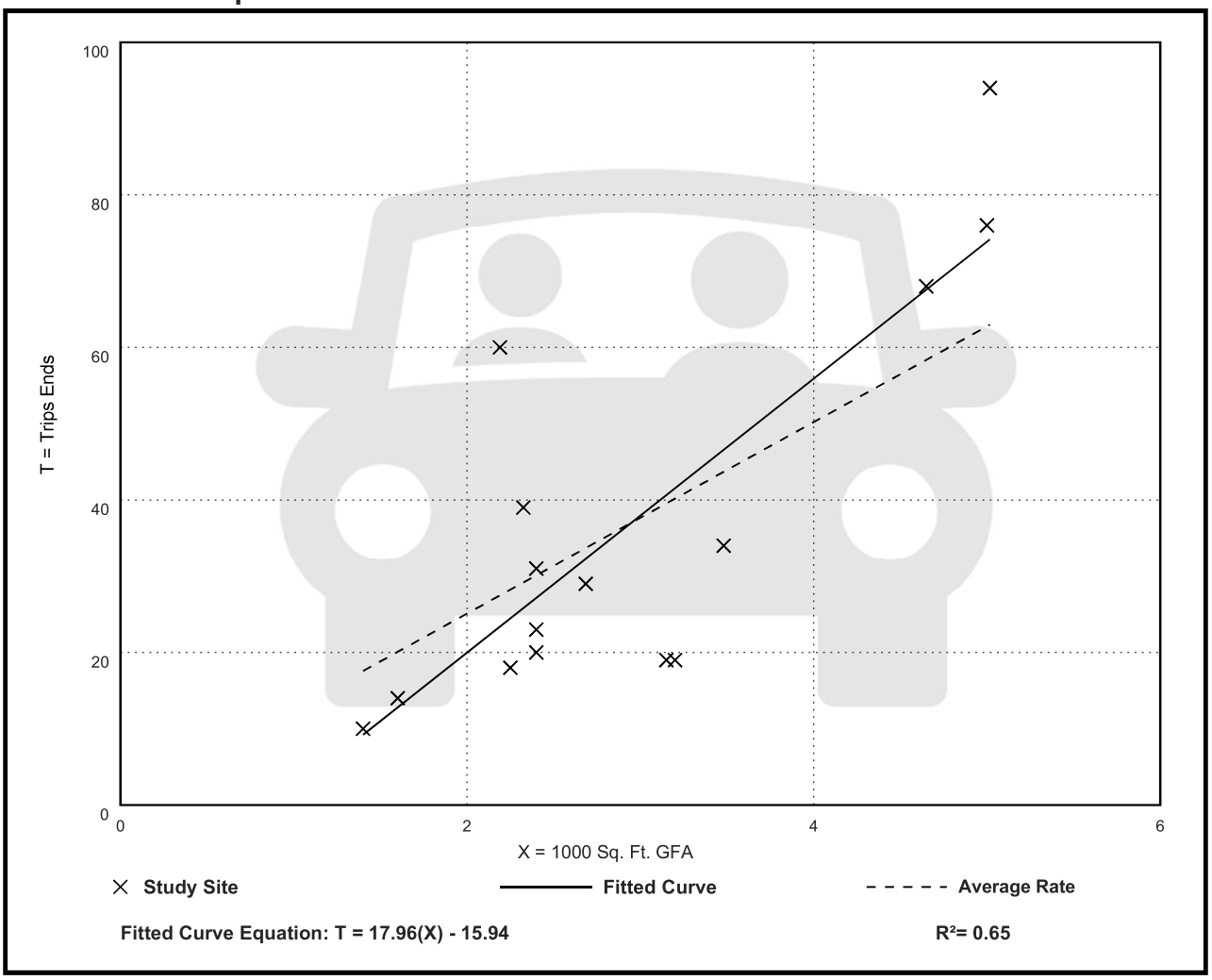
Fast Casual Restaurant
(930)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 15
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
12.55	5.94 - 27.40	5.52

Data Plot and Equation



Fitted Curve Equation: T = 17.96(X) - 15.94

R^2= 0.65

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	932
Land Use	High-Turnover (Sit-Down) Restaurant
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	12
Average Pass-By Rate	43%

Pass-By Characteristics for Individual Sites

GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
2.9	Kentucky	1993	41	37	27	36	63	3935	2
3.1	Kentucky	1993	21	38	29	33	62	2580	2
4.6	Florida	1992	276	63	—	—	37	—	30
5	Florida	1992	65	58	—	—	42	—	30
5.3	Kentucky	1993	24	50	37	13	50	1615	2
5.7	Florida	1994	308	57	—	—	43	—	30
5.8	Florida	1992	150	32	—	—	68	—	30
6.2	Florida	1995	521	46	43	11	54	—	30
7.1	Indiana	1993	—	23	23	54	77	1565	2
8	Florida	1995	664	40	39	21	60	—	30
11	Florida	1996	267	38	43	19	62	—	30
12	Florida	1996	317	29	51	20	71	—	30

Bowman

Attachment E

Intersection Capacity Analysis and Signal Timing Data

EXISTING (2025) PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

INTERSECTION	TIME PERIOD	SCENARIO	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
			LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT
Oakland Park Boulevard at NW 84 Avenue	AM	Total Delay	6.9	8.6	0.0	6.2	9.9	0.0	68.0		14.0	65.0		14.2
		LOS	A	A	A	A	A	A	E		B	E		B
		V/C	0.24	0.36	0.02	0.11	0.40	0.01	0.33		0.36	0.26		0.37
		Available Storage	295'	-	505'	245'	-	210'	-		120'	-		105'
		95% Queues (ft)	44'	361'	0'	26'	409'	0'	56'		28'	54'		42'
		Approach Delay	8.4			9.7			32.2			28.7		
		Approach LOS	A			A			C			C		
		Approach V/C	0.36			0.40			0.36			0.37		
		Intersection Delay	10.6											
		Intersection LOS	B											
		Intersection V/C	0.40											
	PM	Total Delay	3.2	5.1	0.3	4.6	5.9	1.0	89.8		16.6	97.7		24.1
		LOS	A	A	A	A	A	A	F		B	F		C
		V/C	0.24	0.37	0.02	0.29	0.35	0.04	0.43		0.35	0.53		0.50
		Available Storage	295'	-	505'	245'	-	210'	-		120'	-		105'
		95% Queues (ft)	19'	186'	2'	19'	201'	8'	49'		7'	64'		28'
		Approach Delay	4.9			5.7			45.0			48.0		
		Approach LOS	A			A			D			D		
		Approach V/C	0.37			0.35			0.43			0.53		
		Intersection Delay	7.7											
		Intersection LOS	A											
		Intersection V/C	0.53											

BACKGROUND (2026) PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

INTERSECTION	TIME PERIOD	SCENARIO	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
			LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT
Oakland Park Boulevard at NW 84 Avenue	AM	Total Delay	6.9	8.6	0.0	6.2	9.9	0.0	68.0		14.0	65.0		14.2
		LOS	A	A	A	A	A	A	E		B	E		B
		V/C	0.24	0.36	0.02	0.11	0.40	0.01	0.33		0.36	0.26		0.37
		Available Storage	295'	-	505'	245'	-	210'	-		120'	-		105'
		95% Queues (ft)	44'	364'	0'	26'	412'	0'	56'		28'	54'		42'
		Approach Delay	8.4			9.8			32.2			28.7		
		Approach LOS	A			A			C			C		
		Approach V/C	0.36			0.40			0.36			0.37		
		Intersection Delay	10.6											
		Intersection LOS	B											
		Intersection V/C	0.40											
	PM	Total Delay	3.3	5.1	0.3	4.7	5.9	1.0	89.8		16.6	97.7		24.1
		LOS	A	A	A	A	A	A	F		B	F		C
		V/C	0.25	0.37	0.02	0.30	0.35	0.04	0.43		0.35	0.53		0.50
		Available Storage	295'	-	505'	245'	-	210'	-		120'	-		105'
		95% Queues (ft)	19'	187'	2'	19'	202'	8'	49'		7'	64'		28'
		Approach Delay	4.9			5.7			45.0			48.0		
		Approach LOS	A			A			D			D		
		Approach V/C	0.37			0.35			0.43			0.53		
		Intersection Delay	7.8											
		Intersection LOS	A											
		Intersection V/C	0.53											

TOTAL (2026) PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

INTERSECTION	TIME PERIOD	SCENARIO	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
			LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT
Oakland Park Boulevard at NW 84 Avenue	AM	Total Delay	9.6	10.0	0.1	7.4	14.1	0.0	63.4		12.0	75.8		12.1
		LOS	A	A	A	A	B	A	E		B	E		B
		V/C	0.41	0.37	0.02	0.11	0.44	0.02	0.31		0.31	0.57		0.31
		Available Storage	295'	-	505'	245'	-	210'	-		120'	-		105'
		95% Queues (ft)	76'	354'	0'	26'	461'	0'	61'		28'	126'		42'
		Approach Delay	9.8			13.8			30.4			46.0		
		Approach LOS	A			B			C			D		
		Approach V/C	0.41			0.44			0.31			0.57		
		Intersection Delay	14.2											
		Intersection LOS	B											
		Intersection V/C	0.57											
	PM	Total Delay	5.3	7.2	0.4	6.2	9.2	1.9	73.3		12.2	100.1		17.3
		LOS	A	A	A	A	A	A	E		B	F		B
		V/C	0.34	0.39	0.03	0.30	0.38	0.04	0.31		0.26	0.70		0.38
		Available Storage	295'	-	505'	245'	-	210'	-		120'	-		105'
		95% Queues (ft)	37'	238'	3'	28'	271'	14'	47'		7'	110'		26'
		Approach Delay	7.0			8.8			36.4			59.2		
		Approach LOS	A			A			D			E		
		Approach V/C	0.39			0.38			0.31			0.70		
		Intersection Delay	10.9											
		Intersection LOS	B											
		Intersection V/C	0.70											
Site Driveway at Oakland Park Boulevard	AM	Total Delay		0.0			0.0							20.6
		LOS		A			A							C
		V/C	-	-	-	-	-					-		0.19
		Available Storage		-			50'		-					-
		95% Queues (ft)		0'			0'							18'
		Approach Delay	0.0			0.0						20.6		
		Approach LOS	A			A						C		
		Approach V/C	0.00			0.00						0.19		
		Intersection Delay	0.3											
		Intersection LOS	A											
		Intersection V/C	0.19											
	PM	Total Delay		0.0			0.0							18.4
		LOS		A			A							C
		V/C	-	-	-	-	-					-		0.10
		Available Storage		-			50'		-					-
		95% Queues (ft)		0'			0'							8'
		Approach Delay	0.0			0.0						18.4		
		Approach LOS	A			A						C		
		Approach V/C	0.00			0.00						0.10		
		Intersection Delay	0.2											
		Intersection LOS	A											
		Intersection V/C	0.10											

TOTAL (2026) PEAK HOUR INTERSECTION CAPACITY ANALYSIS SUMMARY
SPRINGTREE PLACE DUNKIN DONUTS TRAFFIC ANALYSIS

INTERSECTION	TIME PERIOD	SCENARIO	EASTBOUND			WESTBOUND			NORTHBOUND			SOUTHBOUND		
			LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT
Site Driveway at NW 84 Avenue	AM	Total Delay	9.2		9.2				7.5	0.0			0.0	0.0
		LOS	A		A				A	A			A	A
		V/C	0.07	-	0.07				0.01	-	-	-	-	-
		Available Storage	-		-				-	-			-	-
		95% Queues (ft)	5'		5'		-		0'	0'			0'	0'
		Approach Delay	9.2						1.4			0.0		
		Approach LOS	A						A			A		
		Approach V/C	0.07						0.01			0.00		
		Intersection Delay	2.7											
		Intersection LOS	A											
		Intersection V/C	0.07											
	PM	Total Delay	8.9		8.9				7.4	0.0			0.0	0.0
		LOS	A		A				A	A			A	A
		V/C	0.04	-	0.04				0.01	-	-	-	-	-
		Available Storage	-		-				-	-			-	-
		95% Queues (ft)	3'		3'		-		0'	0'			0'	0'
		Approach Delay	8.9						0.5			0.0		
		Approach LOS	A						A			A		
		Approach V/C	0.04						0.01			0.00		
		Intersection Delay	1.5											
		Intersection LOS	A											
		Intersection V/C	0.04											

9510 : 1257 - Oakland Park Blvd & NW 84 Ter/BJs Plaza (Standard File)

Phase [1.1.1]

	1 (EL)	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
MAX 1	12	50	0	25	20	50	0	15	0	0	0	0	0	0	0	0
Max 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DyMaxLim	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	0	0	7	0	7	0	0	0	0	0	0	0	0
Ped Clr	0	19	0	36	0	19	0	40	0	0	0	0	0	0	0	0
MIN GRN	4	12	0	6	4	12	0	6	0	0	0	0	0	0	0	0
Gap Ext	1.5	3	0	2	1.5	3	0	2	0	0	0	0	0	0	0	0
Yel Clr	5	5	4	4	5	5	4	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5

Phase Option [1.1.2]

	1 (EL)	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Enable P	ON	ON		ON	ON	ON		ON								
Auto Flash Entry				ON				ON								
Auto Flash Exit		ON				ON										
Non-Actuated 1																
Non-Actuated 2																
Lock Calls									ON	ON	ON	ON	ON	ON	ON	ON
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Soft Recall																
Dual Entry				ON				ON								
Enable Simul Gap									ON	ON	ON	ON	ON	ON	ON	ON
Guarantd Passage																
Rest In Walk		ON				ON										
Condit'l Service																
Added Init Calc	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S

Detector, Vehicle Parameters 1-16 [5.1]

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Call Phase	1	2	3	4	5	6	7	8	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 17-32 [5.1]

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 33-48 [5.1]

	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Call Phase	0	2	0	4	0	6	0	8	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 49-64 [5.1]

	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Approved By: Carmen Li **Date:** _____

Broward County **System Timing Sheet** **5/5/2025**

9510 : 1257 - Oakland Park Blvd & NW 84 Ter/BJs Plaza (Standard File)

TB Coor, Day Plan[4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	9	15	20											
Minute																
Action	100	2	3	4	3											

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		1	6													
Minute			30													
Action	3	100	3													

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		1	6	23												
Minute			30													
Action	3	100	3	100												

Coordination, Pattern 1-16 [2.4]/Coordination, Alt Tables+[2.6]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle		160	160	160												
Offset		95	30	37												
Split	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
seqnc	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
POpt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PTime	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	21	89		50	21	89		50								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	25	85		50	25	85		50								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	25	85		50	25	85		50								
Mode	NON	MXP	NON	NON	NON	MXP	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

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Preemption Times[3.1]/Phases[3.2]/Options[3.3]

Channel	1	2	3	4	5	6
MaxPres	180	180	180	180	180	180
Delay						
MinDura						
Lock Input	ON	ON	ON	ON	ON	ON
Override Auto Flash						
Override Higher # Preempt						
Flash in Dwell						
Link to Preempt						
MINGRN	6	6	6	6	6	6
MinWalk						
PedClr						
Track Grn						
Min Dwell	8	8	8	8	8	8
Init Dwell						
Track Veh1				9		
Track Veh2						
Track Veh3						
Track Veh4						
Track Veh5						
Track Veh6						
Track Veh7						
Track Veh8						
Exit 1	1	4	1	2	1	2
Exit 2	5	8	5	6	5	6
Exit 3						
Exit 4						
Exit 5						
Exit 6						
Exit 7						
Exit 8						
Dwell Cyc Veh1	4	2	4	2	4	1
Dwell Cyc Veh2	8	6	8	5	8	6
Dwell Cyc Veh3						
Dwell Cyc Veh4						
Dwell Cyc Veh5						
Dwell Cyc Veh6						
Dwell Cyc Veh7						
Dwell Cyc Veh8						
Dwell Cyc Veh9						
Dwell Cyc Veh10						
Dwell Cyc Veh11						
Dwell Cyc Veh12						
Dwell Cyc Veh13						
Dwell Cyc Veh14						
Dwell Cyc Veh15						
Dwell Cyc Veh16						
Dwell Cyc Veh17						
Dwell Cyc Veh18						
Dwell Cyc Veh19						
Dwell Cyc Veh20						
Dwell Cyc Veh21						
Dwell Cyc Veh22						
Dwell Cyc Veh23						
Dwell Cyc Veh24						
Dwell Cyc Veh25						
Dwell Cyc Veh26						
Dwell Cyc Veh27						
Dwell Cyc Veh28						
Dwell Cyc Veh29						
Dwell Cyc Veh30						
Dwell Cyc Veh31						
Dwell Cyc Veh32						
Dwell Cyc Ped1						
Dwell Cyc Ped2						
Dwell Cyc Ped3						
Dwell Cyc Ped4						
Dwell Cyc Ped5						
Dwell Cyc Ped6						
Dwell Cyc Ped7						
Dwell Cyc Ped8						
Dwell Cyc Ped9						
Dwell Cyc Ped10						
Dwell Cyc Ped11						

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

Preempt	1	2	3	4	5	6
Enable	ON	ON	ON	ON	ON	ON
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track if Override						
MCE override						
Coord in Preempt	ON	ON	ON	ON	ON	ON
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Lnk Aft Dwell						
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
PedClr						
Yellow	4	4	4	4	4	4
Red	2	2	2	2	2	2
Return Max						
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Track Over 13						
Track Over 14						
Track Over 15						
Track Over 16						
Track Over 17						
Track Over 18						
Track Over 19						
Track Over 20						
Track Over 21						
Track Over 22						
Track Over 23						
Track Over 24						
Track Over 25						
Track Over 26						
Track Over 27						
Track Over 28						
Track Over 29						
Track Over 30						
Track Over 31						
Track Over 32						
DwellCyc Over 1						
DwellCyc Over 2						
DwellCyc Over 3						
DwellCyc Over 4						
DwellCyc Over 5						
DwellCyc Over 6						
DwellCyc Over 7						
DwellCyc Over 8						
DwellCyc Over 9						
DwellCyc Over 10						
DwellCyc Over 11						
DwellCyc Over 12						
DwellCyc Over 13						
DwellCyc Over 14						
DwellCyc Over 15						
DwellCyc Over 16						
DwellCyc Over 17						
DwellCyc Over 18						
DwellCyc Over 19						
DwellCyc Over 20						
DwellCyc Over 21						
DwellCyc Over 22						
DwellCyc Over 23						
DwellCyc Over 24						
DwellCyc Over 25						
DwellCyc Over 26						

Dwell Cyc Ped12						
Dwell Cyc Ped13						
Dwell Cyc Ped14						
Dwell Cyc Ped15						
Dwell Cyc Ped16						
Dwell Cyc Ped17						
Dwell Cyc Ped18						
Dwell Cyc Ped19						
Dwell Cyc Ped20						
Dwell Cyc Ped21						
Dwell Cyc Ped22						
Dwell Cyc Ped23						
Dwell Cyc Ped24						
Dwell Cyc Ped25						
Dwell Cyc Ped26						
Dwell Cyc Ped27						
Dwell Cyc Ped28						
Dwell Cyc Ped29						
Dwell Cyc Ped30						
Dwell Cyc Ped31						
Dwell Cyc Ped32						

DwellCyc Over 27						
DwellCyc Over 28						
DwellCyc Over 29						
DwellCyc Over 30						
DwellCyc Over 31						
DwellCyc Over 32						

Overlap Program Parameters [1.5.2.1]

Overlap	Included Phases								Modifer Phases								Type	Green	Yellow	Red
Overlap 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5

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9510 : 1257 - Oakland Park Blvd & NW 84 Ter/BJs Plaza (Standard File)

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	
9	0	0	0	0	0	0	3.5	1.5	0	
10	0	0	0	0	0	0	3.5	1.5	0	
11	0	0	0	0	0	0	3.5	1.5	0	
12	0	0	0	0	0	0	3.5	1.5	0	
13	0	0	0	0	0	0	3.5	1.5	0	
14	0	0	0	0	0	0	3.5	1.5	0	
15	0	0	0	0	0	0	3.5	1.5	0	
16	0	0	0	0	0	0	3.5	1.5	0	
17	0	0	0	0	0	0	3.5	1.5	0	
18	0	0	0	0	0	0	3.5	1.5	0	
19	0	0	0	0	0	0	3.5	1.5	0	
20	0	0	0	0	0	0	3.5	1.5	0	
21	0	0	0	0	0	0	3.5	1.5	0	
22	0	0	0	0	0	0	3.5	1.5	0	
23	0	0	0	0	0	0	3.5	1.5	0	
24	0	0	0	0	0	0	3.5	1.5	0	
25	0	0	0	0	0	0	3.5	1.5	0	
26	0	0	0	0	0	0	3.5	1.5	0	
27	0	0	0	0	0	0	3.5	1.5	0	
28	0	0	0	0	0	0	3.5	1.5	0	
29	0	0	0	0	0	0	3.5	1.5	0	
30	0	0	0	0	0	0	3.5	1.5	0	
31	0	0	0	0	0	0	3.5	1.5	0	
32	0	0	0	0	0	0	3.5	1.5	0	

Alternate Phase Programx 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	
9	0	0	0	0	0	0	3.5	1.5	0	
10	0	0	0	0	0	0	3.5	1.5	0	
11	0	0	0	0	0	0	3.5	1.5	0	
12	0	0	0	0	0	0	3.5	1.5	0	
13	0	0	0	0	0	0	3.5	1.5	0	
14	0	0	0	0	0	0	3.5	1.5	0	
15	0	0	0	0	0	0	3.5	1.5	0	
16	0	0	0	0	0	0	3.5	1.5	0	
17	0	0	0	0	0	0	3.5	1.5	0	
18	0	0	0	0	0	0	3.5	1.5	0	
19	0	0	0	0	0	0	3.5	1.5	0	
20	0	0	0	0	0	0	3.5	1.5	0	
21	0	0	0	0	0	0	3.5	1.5	0	
22	0	0	0	0	0	0	3.5	1.5	0	
23	0	0	0	0	0	0	3.5	1.5	0	
24	0	0	0	0	0	0	3.5	1.5	0	
25	0	0	0	0	0	0	3.5	1.5	0	
26	0	0	0	0	0	0	3.5	1.5	0	
27	0	0	0	0	0	0	3.5	1.5	0	
28	0	0	0	0	0	0	3.5	1.5	0	
29	0	0	0	0	0	0	3.5	1.5	0	
30	0	0	0	0	0	0	3.5	1.5	0	
31	0	0	0	0	0	0	3.5	1.5	0	
32	0	0	0	0	0	0	3.5	1.5	0	

Alternate Phase Program 3, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	
2	0	0	0	0	0	0	0	0	0	
3	0	0	0	0	0	0	0	0	0	
4	0	0	0	0	0	0	0	0	0	
5	0	0	0	0	0	0	0	0	0	
6	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	
9	0	0	0	0	0	0	3.5	1.5	0	
10	0	0	0	0	0	0	3.5	1.5	0	
11	0	0	0	0	0	0	3.5	1.5	0	
12	0	0	0	0	0	0	3.5	1.5	0	
13	0	0	0	0	0	0	3.5	1.5	0	
14	0	0	0	0	0	0	3.5	1.5	0	
15	0	0	0	0	0	0	3.5	1.5	0	
16	0	0	0	0	0	0	3.5	1.5	0	
17	0	0	0	0	0	0	3.5	1.5	0	
18	0	0	0	0	0	0	3.5	1.5	0	
19	0	0	0	0	0	0	3.5	1.5	0	
20	0	0	0	0	0	0	3.5	1.5	0	
21	0	0	0	0	0	0	3.5	1.5	0	
22	0	0	0	0	0	0	3.5	1.5	0	
23	0	0	0	0	0	0	3.5	1.5	0	
24	0	0	0	0	0	0	3.5	1.5	0	
25	0	0	0	0	0	0	3.5	1.5	0	

Alternate Phase Program 4, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	3.5	1.5	0	
2	0	0	0	0	0	0	3.5	1.5	0	
3	0	0	0	0	0	0	3.5	1.5	0	
4	0	0	0	0	0	0	3.5	1.5	0	
5	0	0	0	0	0	0	3.5	1.5	0	
6	0	0	0	0	0	0	3.5	1.5	0	
7	0	0	0	0	0	0	3.5	1.5	0	
8	0	0	0	0	0	0	3.5	1.5	0	
9	0	0	0	0	0	0	3.5	1.5	0	
10	0	0	0	0	0	0	3.5	1.5	0	
11	0	0	0	0	0	0	3.5	1.5	0	
12	0	0	0	0	0	0	3.5	1.5	0	
13	0	0	0	0	0	0	3.5	1.5	0	
14	0	0	0	0	0	0	3.5	1.5	0	
15	0	0	0	0	0	0	3.5	1.5	0	
16	0	0	0	0	0	0	3.5	1.5	0	
17	0	0	0	0	0	0	3.5	1.5	0	
18	0	0	0	0	0	0	3.5	1.5	0	
19	0	0	0	0	0	0	3.5	1.5	0	
20	0	0	0	0	0	0	3.5	1.5	0	
21	0	0	0	0	0	0	3.5	1.5	0	
22	0	0	0	0	0	0	3.5	1.5	0	
23	0	0	0	0	0	0	3.5	1.5	0	
24	0	0	0	0	0	0	3.5	1.5	0	
25	0	0	0	0	0	0	3.5	1.5	0	
26	0	0	0	0	0	0	3.5	1.5	0	
27	0	0	0	0	0	0	3.5	1.5	0	

26	0	0	0	0	0	0	3.5	1.5	0	
27	0	0	0	0	0	0	3.5	1.5	0	
28	0	0	0	0	0	0	3.5	1.5	0	
29	0	0	0	0	0	0	3.5	1.5	0	
30	0	0	0	0	0	0	3.5	1.5	0	
31	0	0	0	0	0	0	3.5	1.5	0	
32	0	0	0	0	0	0	3.5	1.5	0	

28	0	0	0	0	0	0	3.5	1.5	0	
29	0	0	0	0	0	0	3.5	1.5	0	
30	0	0	0	0	0	0	3.5	1.5	0	
31	0	0	0	0	0	0	3.5	1.5	0	
32	0	0	0	0	0	0	3.5	1.5	0	

Alternate Phase Program 5, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	3.5	1.5	0	
2	0	0	0	0	0	0	3.5	1.5	0	
3	0	0	0	0	0	0	3.5	1.5	0	
4	0	0	0	0	0	0	3.5	1.5	0	
5	0	0	0	0	0	0	3.5	1.5	0	
6	0	0	0	0	0	0	3.5	1.5	0	
7	0	0	0	0	0	0	3.5	1.5	0	
8	0	0	0	0	0	0	3.5	1.5	0	
9	0	0	0	0	0	0	3.5	1.5	0	
10	0	0	0	0	0	0	3.5	1.5	0	
11	0	0	0	0	0	0	3.5	1.5	0	
12	0	0	0	0	0	0	3.5	1.5	0	
13	0	0	0	0	0	0	3.5	1.5	0	
14	0	0	0	0	0	0	3.5	1.5	0	
15	0	0	0	0	0	0	3.5	1.5	0	
16	0	0	0	0	0	0	3.5	1.5	0	
17	0	0	0	0	0	0	3.5	1.5	0	
18	0	0	0	0	0	0	3.5	1.5	0	
19	0	0	0	0	0	0	3.5	1.5	0	
20	0	0	0	0	0	0	3.5	1.5	0	
21	0	0	0	0	0	0	3.5	1.5	0	
22	0	0	0	0	0	0	3.5	1.5	0	
23	0	0	0	0	0	0	3.5	1.5	0	
24	0	0	0	0	0	0	3.5	1.5	0	
25	0	0	0	0	0	0	3.5	1.5	0	
26	0	0	0	0	0	0	3.5	1.5	0	
27	0	0	0	0	0	0	3.5	1.5	0	
28	0	0	0	0	0	0	3.5	1.5	0	
29	0	0	0	0	0	0	3.5	1.5	0	
30	0	0	0	0	0	0	3.5	1.5	0	
31	0	0	0	0	0	0	3.5	1.5	0	
32	0	0	0	0	0	0	3.5	1.5	0	

TB Coor, Day Plan [4.4]

Day Plan Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

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Coordination, Splits [2.7.1]

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Split Table 16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord Phase																

Approved By: Carmen Li **Date:** _____

Bowman

Existing Condition

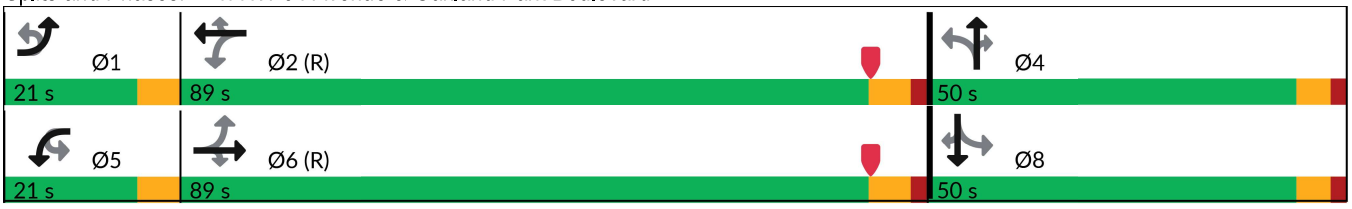
Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	11	52	1349	19	11	18	1359	8	30	2	63	27
Future Volume (vph)	11	52	1349	19	11	18	1359	8	30	2	63	27
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	10	10	10	10
Storage Length (ft)		295		505		245		210	0		120	0
Storage Lanes		1		1		1		1	0		1	0
Taper Length (ft)		25				25			25			25
Lane Util. Factor	0.91	1.00	0.91	1.00	0.91	1.00	0.91	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				0.97		1.00		0.97		1.00		
Frt				0.850				0.850			0.850	
Flt Protected		0.950				0.950				0.956		
Satd. Flow (prot)	0	1770	5085	1583	0	1770	5085	1583	0	1662	1478	0
Flt Permitted		0.143				0.171				0.718		
Satd. Flow (perm)	0	266	5085	1533	0	318	5085	1534	0	1246	1478	0
Right Turn on Red				Yes				Yes			Yes	
Satd. Flow (RTOR)				55				55			81	
Link Speed (mph)			45				45			30		
Link Distance (ft)			225				1000			1000		
Travel Time (s)			3.4				15.2			22.7		
Confl. Peds. (#/hr)		3		4		4		3	2			
Confl. Bikes (#/hr)								3				
Peak Hour Factor	0.96	0.96	0.96	0.96	0.90	0.90	0.90	0.90	0.78	0.78	0.78	0.92
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	3%
Adj. Flow (vph)	11	54	1405	20	12	20	1510	9	38	3	81	29
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	65	1405	20	0	32	1510	9	0	41	81	0
Turn Type	custom	pm+pt	NA	Perm	custom	pm+pt	NA	Perm	Perm	NA	Perm	Perm
Protected Phases		1	6			5	2			4		
Permitted Phases	1	6		6	5	2		2	4		4	8
Detector Phase	1	1	6	6	5	5	2	2	4	4	4	8
Switch Phase												
Minimum Initial (s)	4.0	4.0	12.0	12.0	4.0	4.0	12.0	12.0	6.0	6.0	6.0	6.0
Minimum Split (s)	9.0	9.0	33.0	33.0	9.0	9.0	33.0	33.0	42.0	42.0	42.0	53.0
Total Split (s)	21.0	21.0	89.0	89.0	21.0	21.0	89.0	89.0	50.0	50.0	50.0	50.0
Total Split (%)	13.1%	13.1%	55.6%	55.6%	13.1%	13.1%	55.6%	55.6%	31.3%	31.3%	31.3%	31.3%
Maximum Green (s)	16.0	16.0	82.0	82.0	16.0	16.0	82.0	82.0	44.0	44.0	44.0	44.0
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
All-Red Time (s)	0.0	0.0	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		5.0	7.0	7.0		5.0	7.0	7.0		6.0	6.0	
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				
Vehicle Extension (s)	1.5	1.5	3.0	3.0	1.5	1.5	3.0	3.0	2.0	2.0	2.0	2.0
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
Walk Time (s)			7.0	7.0			7.0	7.0	0.0	0.0	0.0	7.0
Flash Don't Walk (s)			19.0	19.0			19.0	19.0	36.0	36.0	36.0	40.0
Pedestrian Calls (#/hr)			4	4			6	6	0	0	0	2
Act Effct Green (s)		130.5	123.0	123.0		126.0	119.4	119.4		16.2	16.2	

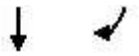
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	3	74
Future Volume (vph)	3	74
Ideal Flow (vphpl)	1900	1900
Lane Width (ft)	10	10
Storage Length (ft)		105
Storage Lanes		1
Taper Length (ft)		
Lane Util. Factor	1.00	1.00
Ped Bike Factor		0.99
Frt		0.850
Flt Protected	0.957	
Satd. Flow (prot)	1648	1463
Flt Permitted	0.716	
Satd. Flow (perm)	1233	1443
Right Turn on Red		Yes
Satd. Flow (RTOR)		80
Link Speed (mph)	30	
Link Distance (ft)	310	
Travel Time (s)	7.0	
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	3%	3%
Adj. Flow (vph)	3	80
Shared Lane Traffic (%)		
Lane Group Flow (vph)	32	80
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Detector Phase	8	8
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	53.0	53.0
Total Split (s)	50.0	50.0
Total Split (%)	31.3%	31.3%
Maximum Green (s)	44.0	44.0
Yellow Time (s)	4.0	4.0
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	6.0	6.0
Lead/Lag		
Lead-Lag Optimize?		
Vehicle Extension (s)	2.0	2.0
Recall Mode	None	None
Walk Time (s)	7.0	7.0
Flash Don't Walk (s)	40.0	40.0
Pedestrian Calls (#/hr)	2	2
Act Effct Green (s)	16.2	16.2

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Actuated g/C Ratio		0.82	0.77	0.77		0.79	0.75	0.75		0.10	0.10	
v/c Ratio		0.24	0.36	0.02		0.11	0.40	0.01		0.33	0.36	
Control Delay (s/veh)		6.9	8.6	0.0		6.2	9.9	0.0		68.0	14.0	
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)		6.9	8.6	0.0		6.2	9.9	0.0		68.0	14.0	
LOS		A	A	A		A	A	A		E	B	
Approach Delay (s/veh)			8.4				9.7			32.2		
Approach LOS			A				A			C		
Queue Length 50th (ft)		7	127	0		3	153	0		43	0	
Queue Length 95th (ft)		44	361	0		26	409	0		56	28	
Internal Link Dist (ft)			145				920			920		
Turn Bay Length (ft)		295		505		245		210			120	
Base Capacity (vph)		371	3907	1190		408	3794	1158		347	470	
Starvation Cap Reductn		0	0	0		0	0	0		0	0	
Spillback Cap Reductn		0	0	0		0	0	0		0	0	
Storage Cap Reductn		0	0	0		0	0	0		0	0	
Reduced v/c Ratio		0.18	0.36	0.02		0.08	0.40	0.01		0.12	0.17	

Intersection Summary			
Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 95 (59%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow			
Natural Cycle: 95			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.40			
Intersection Signal Delay (s/veh): 10.6		Intersection LOS: B	
Intersection Capacity Utilization 62.0%		ICU Level of Service B	
Analysis Period (min) 15			

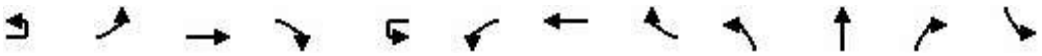
Splits and Phases: 1: NW 84 Avenue & Oakland Park Boulevard





Lane Group	SBT	SBR
Actuated g/C Ratio	0.10	0.10
v/c Ratio	0.26	0.37
Control Delay (s/veh)	65.0	14.2
Queue Delay	0.0	0.0
Total Delay (s/veh)	65.0	14.2
LOS	E	B
Approach Delay (s/veh)	28.7	
Approach LOS	C	
Queue Length 50th (ft)	33	0
Queue Length 95th (ft)	54	42
Internal Link Dist (ft)	230	
Turn Bay Length (ft)		105
Base Capacity (vph)	344	459
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.09	0.17

Intersection Summary



Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	12	62	1332	26	21	59	1321	43	18	2	32	25
Future Volume (vph)	12	62	1332	26	21	59	1321	43	18	2	32	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	10	10	10	10
Storage Length (ft)		295		505		245		210	0		120	0
Storage Lanes		1		1		1		1	0		1	0
Taper Length (ft)		25				25			25			25
Lane Util. Factor	0.91	1.00	0.91	1.00	0.91	1.00	0.91	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00		0.97				0.97				
Frt				0.850				0.850			0.850	
Flt Protected		0.950				0.950				0.957		
Satd. Flow (prot)	0	1770	5085	1583	0	1770	5085	1583	0	1664	1478	0
Flt Permitted		0.171				0.154				0.719		
Satd. Flow (perm)	0	318	5085	1541	0	287	5085	1533	0	1250	1478	0
Right Turn on Red				Yes				Yes			Yes	
Satd. Flow (RTOR)				55				55			61	
Link Speed (mph)			45				45			30		
Link Distance (ft)			225				1000			1000		
Travel Time (s)			3.4				15.2			22.7		
Confl. Peds. (#/hr)		4		2		2		4				
Confl. Bikes (#/hr)				1								
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.96	0.65	0.65	0.65	0.72
Adj. Flow (vph)	14	70	1514	30	22	61	1376	45	28	3	49	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	84	1514	30	0	83	1376	45	0	31	49	0
Turn Type	custom	pm+pt	NA	Perm	custom	pm+pt	NA	Perm	Perm	NA	Perm	Perm
Protected Phases		1	6			5	2			4		
Permitted Phases	1	6		6	5	2		2	4		4	8
Detector Phase	1	1	6	6	5	5	2	2	4	4	4	8
Switch Phase												
Minimum Initial (s)	4.0	4.0	12.0	12.0	4.0	4.0	12.0	12.0	6.0	6.0	6.0	6.0
Minimum Split (s)	9.0	9.0	33.0	33.0	9.0	9.0	33.0	33.0	49.0	49.0	49.0	53.0
Total Split (s)	25.0	25.0	85.0	85.0	25.0	25.0	85.0	85.0	50.0	50.0	50.0	50.0
Total Split (%)	15.6%	15.6%	53.1%	53.1%	15.6%	15.6%	53.1%	53.1%	31.3%	31.3%	31.3%	31.3%
Maximum Green (s)	20.0	20.0	78.0	78.0	20.0	20.0	78.0	78.0	44.0	44.0	44.0	44.0
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
All-Red Time (s)	0.0	0.0	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		5.0	7.0	7.0		5.0	7.0	7.0		6.0	6.0	
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				
Vehicle Extension (s)	1.5	1.5	3.0	3.0	1.5	1.5	3.0	3.0	2.0	2.0	2.0	2.0
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)			19.0	19.0			19.0	19.0	36.0	36.0	36.0	40.0
Pedestrian Calls (#/hr)			3	3			4	4	0	0	0	0
Act Effct Green (s)		137.4	127.7	127.7		131.9	124.9	124.9		9.3	9.3	
Actuated g/C Ratio		0.86	0.80	0.80		0.82	0.78	0.78		0.06	0.06	

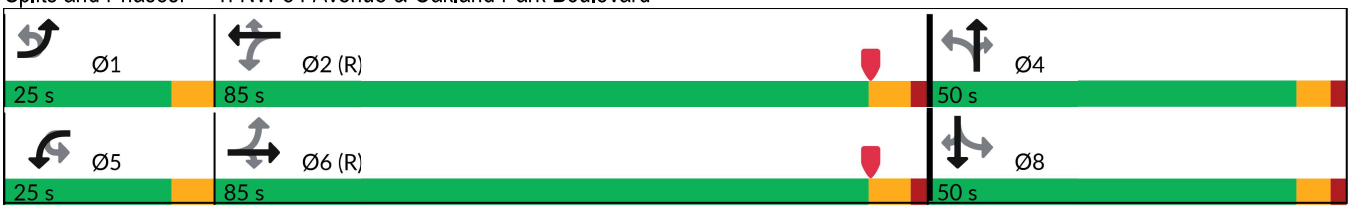
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	2	57
Future Volume (vph)	2	57
Ideal Flow (vphpl)	1900	1900
Lane Width (ft)	10	10
Storage Length (ft)		105
Storage Lanes		1
Taper Length (ft)		
Lane Util. Factor	1.00	1.00
Ped Bike Factor		
Frt		0.850
Flt Protected	0.956	
Satd. Flow (prot)	1662	1478
Flt Permitted	0.720	
Satd. Flow (perm)	1252	1478
Right Turn on Red		Yes
Satd. Flow (RTOR)		79
Link Speed (mph)	30	
Link Distance (ft)	310	
Travel Time (s)	7.0	
Confl. Peds. (#/hr)		
Confl. Bikes (#/hr)		
Peak Hour Factor	0.72	0.72
Adj. Flow (vph)	3	79
Shared Lane Traffic (%)		
Lane Group Flow (vph)	38	79
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Detector Phase	8	8
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	53.0	53.0
Total Split (s)	50.0	50.0
Total Split (%)	31.3%	31.3%
Maximum Green (s)	44.0	44.0
Yellow Time (s)	4.0	4.0
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	6.0	6.0
Lead/Lag		
Lead-Lag Optimize?		
Vehicle Extension (s)	2.0	2.0
Recall Mode	None	None
Walk Time (s)	7.0	7.0
Flash Don't Walk (s)	40.0	40.0
Pedestrian Calls (#/hr)	0	0
Act Effct Green (s)	9.3	9.3
Actuated g/C Ratio	0.06	0.06

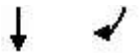
Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
v/c Ratio		0.24	0.37	0.02		0.29	0.35	0.04		0.43	0.35	
Control Delay (s/veh)		3.2	5.1	0.3		4.6	5.9	1.0		89.8	16.6	
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)		3.2	5.1	0.3		4.6	5.9	1.0		89.8	16.6	
LOS		A	A	A		A	A	A		F	B	
Approach Delay (s/veh)			4.9				5.7			45.0		
Approach LOS			A				A			D		
Queue Length 50th (ft)		9	142	0		8	138	0		32	0	
Queue Length 95th (ft)		19	186	2		19	201	8		49	7	
Internal Link Dist (ft)			145				920			920		
Turn Bay Length (ft)		295		505		245		210			120	
Base Capacity (vph)		459	4059	1241		435	3969	1208		343	450	
Starvation Cap Reductn		0	0	0		0	0	0		0	0	
Spillback Cap Reductn		0	0	0		0	0	0		0	0	
Storage Cap Reductn		0	0	0		0	0	0		0	0	
Reduced v/c Ratio		0.18	0.37	0.02		0.19	0.35	0.04		0.09	0.11	

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 160
Offset: 37 (23%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 95
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.53
Intersection Signal Delay (s/veh): 7.7 Intersection LOS: A
Intersection Capacity Utilization 60.2% ICU Level of Service B
Analysis Period (min) 15

Splits and Phases: 1: NW 84 Avenue & Oakland Park Boulevard





Lane Group	SBT	SBR
v/c Ratio	0.53	0.50
Control Delay (s/veh)	97.7	24.1
Queue Delay	0.0	0.0
Total Delay (s/veh)	97.7	24.1
LOS	F	C
Approach Delay (s/veh)	48.0	
Approach LOS	D	
Queue Length 50th (ft)	39	0
Queue Length 95th (ft)	64	28
Internal Link Dist (ft)	230	
Turn Bay Length (ft)		105
Base Capacity (vph)	344	463
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.11	0.17

Intersection Summary

Bowman

Background Condition

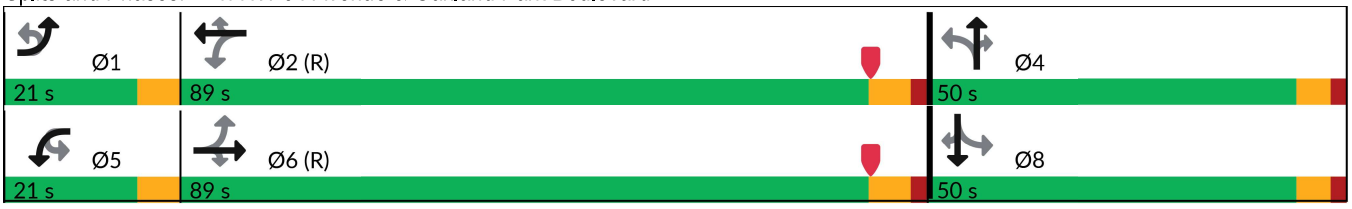
Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	11	52	1356	19	11	18	1366	8	30	2	63	27
Future Volume (vph)	11	52	1356	19	11	18	1366	8	30	2	63	27
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	10	10	10	10
Storage Length (ft)		295		505		245		210	0		120	0
Storage Lanes		1		1		1		1	0		1	0
Taper Length (ft)		25				25			25			25
Lane Util. Factor	0.91	1.00	0.91	1.00	0.91	1.00	0.91	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				0.97		1.00		0.97		1.00		
Frt				0.850				0.850			0.850	
Flt Protected		0.950				0.950				0.956		
Satd. Flow (prot)	0	1770	5085	1583	0	1770	5085	1583	0	1662	1478	0
Flt Permitted		0.141				0.169				0.718		
Satd. Flow (perm)	0	263	5085	1533	0	315	5085	1534	0	1246	1478	0
Right Turn on Red				Yes				Yes			Yes	
Satd. Flow (RTOR)				55				55			81	
Link Speed (mph)			45				45			30		
Link Distance (ft)			225				1000			1000		
Travel Time (s)			3.4				15.2			22.7		
Confl. Peds. (#/hr)		3		4		4		3	2			
Confl. Bikes (#/hr)								3				
Peak Hour Factor	0.96	0.96	0.96	0.96	0.90	0.90	0.90	0.90	0.78	0.78	0.78	0.92
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	3%
Adj. Flow (vph)	11	54	1413	20	12	20	1518	9	38	3	81	29
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	65	1413	20	0	32	1518	9	0	41	81	0
Turn Type	custom	pm+pt	NA	Perm	custom	pm+pt	NA	Perm	Perm	NA	Perm	Perm
Protected Phases		1	6			5	2			4		
Permitted Phases	1	6		6	5	2		2	4		4	8
Detector Phase	1	1	6	6	5	5	2	2	4	4	4	8
Switch Phase												
Minimum Initial (s)	4.0	4.0	12.0	12.0	4.0	4.0	12.0	12.0	6.0	6.0	6.0	6.0
Minimum Split (s)	9.0	9.0	33.0	33.0	9.0	9.0	33.0	33.0	49.0	49.0	49.0	53.0
Total Split (s)	21.0	21.0	89.0	89.0	21.0	21.0	89.0	89.0	50.0	50.0	50.0	50.0
Total Split (%)	13.1%	13.1%	55.6%	55.6%	13.1%	13.1%	55.6%	55.6%	31.3%	31.3%	31.3%	31.3%
Maximum Green (s)	16.0	16.0	82.0	82.0	16.0	16.0	82.0	82.0	44.0	44.0	44.0	44.0
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
All-Red Time (s)	0.0	0.0	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		5.0	7.0	7.0		5.0	7.0	7.0		6.0	6.0	
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				
Vehicle Extension (s)	1.5	1.5	3.0	3.0	1.5	1.5	3.0	3.0	2.0	2.0	2.0	2.0
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)			19.0	19.0			19.0	19.0	36.0	36.0	36.0	40.0
Pedestrian Calls (#/hr)			4	4			6	6	0	0	0	2
Act Effct Green (s)		130.5	123.0	123.0		126.0	119.4	119.4		16.2	16.2	

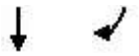
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	3	74
Future Volume (vph)	3	74
Ideal Flow (vphpl)	1900	1900
Lane Width (ft)	10	10
Storage Length (ft)		105
Storage Lanes		1
Taper Length (ft)		
Lane Util. Factor	1.00	1.00
Ped Bike Factor		0.99
Frt		0.850
Flt Protected	0.957	
Satd. Flow (prot)	1648	1463
Flt Permitted	0.716	
Satd. Flow (perm)	1233	1443
Right Turn on Red		Yes
Satd. Flow (RTOR)		80
Link Speed (mph)	30	
Link Distance (ft)	310	
Travel Time (s)	7.0	
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	3%	3%
Adj. Flow (vph)	3	80
Shared Lane Traffic (%)		
Lane Group Flow (vph)	32	80
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Detector Phase	8	8
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	53.0	53.0
Total Split (s)	50.0	50.0
Total Split (%)	31.3%	31.3%
Maximum Green (s)	44.0	44.0
Yellow Time (s)	4.0	4.0
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	6.0	6.0
Lead/Lag		
Lead-Lag Optimize?		
Vehicle Extension (s)	2.0	2.0
Recall Mode	None	None
Walk Time (s)	7.0	7.0
Flash Don't Walk (s)	40.0	40.0
Pedestrian Calls (#/hr)	2	2
Act Effct Green (s)	16.2	16.2

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Actuated g/C Ratio		0.82	0.77	0.77		0.79	0.75	0.75		0.10	0.10	
v/c Ratio		0.24	0.36	0.02		0.11	0.40	0.01		0.33	0.36	
Control Delay (s/veh)		6.9	8.6	0.0		6.2	9.9	0.0		68.0	14.0	
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)		6.9	8.6	0.0		6.2	9.9	0.0		68.0	14.0	
LOS		A	A	A		A	A	A		E	B	
Approach Delay (s/veh)			8.4				9.8			32.2		
Approach LOS			A				A			C		
Queue Length 50th (ft)		7	127	0		3	154	0		43	0	
Queue Length 95th (ft)		44	364	0		26	412	0		56	28	
Internal Link Dist (ft)			145				920			920		
Turn Bay Length (ft)		295		505		245		210			120	
Base Capacity (vph)		369	3907	1190		407	3794	1158		347	470	
Starvation Cap Reductn		0	0	0		0	0	0		0	0	
Spillback Cap Reductn		0	0	0		0	0	0		0	0	
Storage Cap Reductn		0	0	0		0	0	0		0	0	
Reduced v/c Ratio		0.18	0.36	0.02		0.08	0.40	0.01		0.12	0.17	

Intersection Summary			
Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 95 (59%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow			
Natural Cycle: 95			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.40			
Intersection Signal Delay (s/veh): 10.6		Intersection LOS: B	
Intersection Capacity Utilization 62.1%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 1: NW 84 Avenue & Oakland Park Boulevard





Lane Group	SBT	SBR
Actuated g/C Ratio	0.10	0.10
v/c Ratio	0.26	0.37
Control Delay (s/veh)	65.0	14.2
Queue Delay	0.0	0.0
Total Delay (s/veh)	65.0	14.2
LOS	E	B
Approach Delay (s/veh)	28.7	
Approach LOS	C	
Queue Length 50th (ft)	33	0
Queue Length 95th (ft)	54	42
Internal Link Dist (ft)	230	
Turn Bay Length (ft)		105
Base Capacity (vph)	344	459
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.09	0.17

Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	12	62	1339	26	21	59	1328	43	18	2	32	25
Future Volume (vph)	12	62	1339	26	21	59	1328	43	18	2	32	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	10	10	10	10
Storage Length (ft)		295		505		245		210	0		120	0
Storage Lanes		1		1		1		1	0		1	0
Taper Length (ft)		25				25			25			25
Lane Util. Factor	0.91	1.00	0.91	1.00	0.91	1.00	0.91	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00		0.97				0.97				
Frt				0.850				0.850			0.850	
Flt Protected		0.950				0.950				0.957		
Satd. Flow (prot)	0	1770	5085	1583	0	1770	5085	1583	0	1664	1478	0
Flt Permitted		0.170				0.152				0.719		
Satd. Flow (perm)	0	316	5085	1541	0	283	5085	1533	0	1250	1478	0
Right Turn on Red				Yes				Yes			Yes	
Satd. Flow (RTOR)				55				55			61	
Link Speed (mph)			45				45			30		
Link Distance (ft)			225				1000			1000		
Travel Time (s)			3.4				15.2			22.7		
Confl. Peds. (#/hr)		4		2		2		4				
Confl. Bikes (#/hr)				1								
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.96	0.65	0.65	0.65	0.72
Adj. Flow (vph)	14	70	1522	30	22	61	1383	45	28	3	49	35
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	84	1522	30	0	83	1383	45	0	31	49	0
Turn Type	custom	pm+pt	NA	Perm	custom	pm+pt	NA	Perm	Perm	NA	Perm	Perm
Protected Phases		1	6			5	2			4		
Permitted Phases	1	6		6	5	2		2	4		4	8
Detector Phase	1	1	6	6	5	5	2	2	4	4	4	8
Switch Phase												
Minimum Initial (s)	4.0	4.0	12.0	12.0	4.0	4.0	12.0	12.0	6.0	6.0	6.0	6.0
Minimum Split (s)	9.0	9.0	33.0	33.0	9.0	9.0	33.0	33.0	49.0	49.0	49.0	53.0
Total Split (s)	25.0	25.0	85.0	85.0	25.0	25.0	85.0	85.0	50.0	50.0	50.0	50.0
Total Split (%)	15.6%	15.6%	53.1%	53.1%	15.6%	15.6%	53.1%	53.1%	31.3%	31.3%	31.3%	31.3%
Maximum Green (s)	20.0	20.0	78.0	78.0	20.0	20.0	78.0	78.0	44.0	44.0	44.0	44.0
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
All-Red Time (s)	0.0	0.0	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		5.0	7.0	7.0		5.0	7.0	7.0		6.0	6.0	
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				
Vehicle Extension (s)	1.5	1.5	3.0	3.0	1.5	1.5	3.0	3.0	2.0	2.0	2.0	2.0
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)			19.0	19.0			19.0	19.0	36.0	36.0	36.0	40.0
Pedestrian Calls (#/hr)			3	3			4	4	0	0	0	0
Act Effct Green (s)		137.4	127.7	127.7		131.9	124.9	124.9		9.3	9.3	
Actuated g/C Ratio		0.86	0.80	0.80		0.82	0.78	0.78		0.06	0.06	

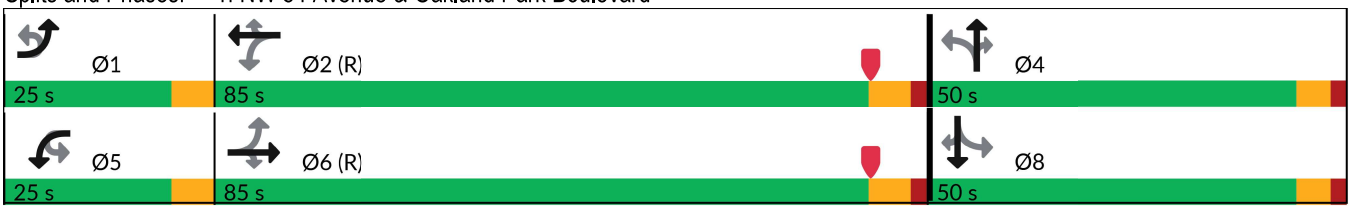
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	2	57
Future Volume (vph)	2	57
Ideal Flow (vphpl)	1900	1900
Lane Width (ft)	10	10
Storage Length (ft)		105
Storage Lanes		1
Taper Length (ft)		
Lane Util. Factor	1.00	1.00
Ped Bike Factor		
Frt		0.850
Flt Protected	0.956	
Satd. Flow (prot)	1662	1478
Flt Permitted	0.720	
Satd. Flow (perm)	1252	1478
Right Turn on Red		Yes
Satd. Flow (RTOR)		79
Link Speed (mph)	30	
Link Distance (ft)	310	
Travel Time (s)	7.0	
Confl. Peds. (#/hr)		
Confl. Bikes (#/hr)		
Peak Hour Factor	0.72	0.72
Adj. Flow (vph)	3	79
Shared Lane Traffic (%)		
Lane Group Flow (vph)	38	79
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Detector Phase	8	8
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	53.0	53.0
Total Split (s)	50.0	50.0
Total Split (%)	31.3%	31.3%
Maximum Green (s)	44.0	44.0
Yellow Time (s)	4.0	4.0
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	6.0	6.0
Lead/Lag		
Lead-Lag Optimize?		
Vehicle Extension (s)	2.0	2.0
Recall Mode	None	None
Walk Time (s)	7.0	7.0
Flash Don't Walk (s)	40.0	40.0
Pedestrian Calls (#/hr)	0	0
Act Effct Green (s)	9.3	9.3
Actuated g/C Ratio	0.06	0.06

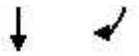
Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
v/c Ratio		0.25	0.37	0.02		0.30	0.35	0.04		0.43	0.35	
Control Delay (s/veh)		3.3	5.1	0.3		4.7	5.9	1.0		89.8	16.6	
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)		3.3	5.1	0.3		4.7	5.9	1.0		89.8	16.6	
LOS		A	A	A		A	A	A		F	B	
Approach Delay (s/veh)			4.9				5.7			45.0		
Approach LOS			A				A			D		
Queue Length 50th (ft)		9	143	0		8	139	0		32	0	
Queue Length 95th (ft)		19	187	2		19	202	8		49	7	
Internal Link Dist (ft)			145				920			920		
Turn Bay Length (ft)		295		505		245		210			120	
Base Capacity (vph)		457	4059	1241		432	3969	1208		343	450	
Starvation Cap Reductn		0	0	0		0	0	0		0	0	
Spillback Cap Reductn		0	0	0		0	0	0		0	0	
Storage Cap Reductn		0	0	0		0	0	0		0	0	
Reduced v/c Ratio		0.18	0.37	0.02		0.19	0.35	0.04		0.09	0.11	

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 160
Offset: 37 (23%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 95
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.53
Intersection Signal Delay (s/veh): 7.8 Intersection LOS: A
Intersection Capacity Utilization 60.3% ICU Level of Service B
Analysis Period (min) 15

Splits and Phases: 1: NW 84 Avenue & Oakland Park Boulevard





Lane Group	SBT	SBR
v/c Ratio	0.53	0.50
Control Delay (s/veh)	97.7	24.1
Queue Delay	0.0	0.0
Total Delay (s/veh)	97.7	24.1
LOS	F	C
Approach Delay (s/veh)	48.0	
Approach LOS	D	
Queue Length 50th (ft)	39	0
Queue Length 95th (ft)	64	28
Internal Link Dist (ft)	230	
Turn Bay Length (ft)		105
Base Capacity (vph)	344	463
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.11	0.17

Intersection Summary

Bowman

Total Condition

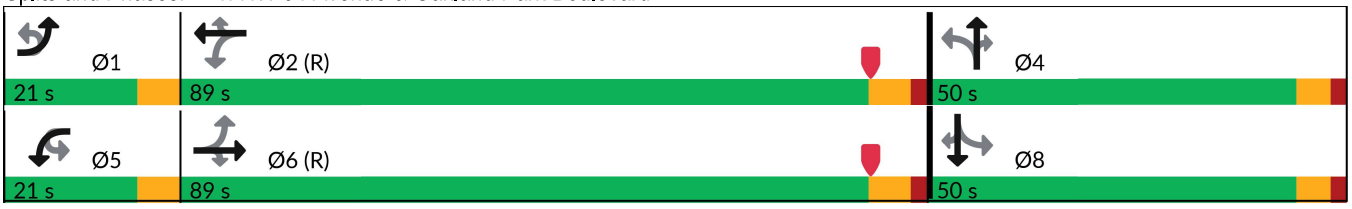
Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	60	58	1327	19	11	18	1383	16	33	2	63	79
Future Volume (vph)	60	58	1327	19	11	18	1383	16	33	2	63	79
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	10	10	10	10
Storage Length (ft)		295		505		245		210	0		120	0
Storage Lanes		1		1		1		1	0		1	0
Taper Length (ft)		25				25			25			25
Lane Util. Factor	0.91	1.00	0.91	1.00	0.91	1.00	0.91	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				0.97		1.00		0.97		1.00		
Frt				0.850				0.850			0.850	
Flt Protected		0.950				0.950				0.955		
Satd. Flow (prot)	0	1770	5085	1583	0	1770	5085	1583	0	1660	1478	0
Flt Permitted		0.127				0.180				0.631		
Satd. Flow (perm)	0	237	5085	1533	0	335	5085	1534	0	1095	1478	0
Right Turn on Red				Yes				Yes			Yes	
Satd. Flow (RTOR)				55				55			81	
Link Speed (mph)			45				45			30		
Link Distance (ft)			225				1000			1000		
Travel Time (s)			3.4				15.2			22.7		
Confl. Peds. (#/hr)		3		4		4		3	2			
Confl. Bikes (#/hr)								3				
Peak Hour Factor	0.96	0.96	0.96	0.96	0.90	0.90	0.90	0.90	0.78	0.78	0.78	0.92
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	3%
Adj. Flow (vph)	63	60	1382	20	12	20	1537	18	42	3	81	86
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	123	1382	20	0	32	1537	18	0	45	81	0
Turn Type	custom	pm+pt	NA	Perm	custom	pm+pt	NA	Perm	Perm	NA	Perm	Perm
Protected Phases		1	6			5	2			4		
Permitted Phases	1	6		6	5	2		2	4		4	8
Detector Phase	1	1	6	6	5	5	2	2	4	4	4	8
Switch Phase												
Minimum Initial (s)	4.0	4.0	12.0	12.0	4.0	4.0	12.0	12.0	6.0	6.0	6.0	6.0
Minimum Split (s)	9.0	9.0	33.0	33.0	9.0	9.0	33.0	33.0	49.0	49.0	49.0	53.0
Total Split (s)	21.0	21.0	89.0	89.0	21.0	21.0	89.0	89.0	50.0	50.0	50.0	50.0
Total Split (%)	13.1%	13.1%	55.6%	55.6%	13.1%	13.1%	55.6%	55.6%	31.3%	31.3%	31.3%	31.3%
Maximum Green (s)	16.0	16.0	82.0	82.0	16.0	16.0	82.0	82.0	44.0	44.0	44.0	44.0
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
All-Red Time (s)	0.0	0.0	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		5.0	7.0	7.0		5.0	7.0	7.0		6.0	6.0	
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				
Vehicle Extension (s)	1.5	1.5	3.0	3.0	1.5	1.5	3.0	3.0	2.0	2.0	2.0	2.0
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)			19.0	19.0			19.0	19.0	36.0	36.0	36.0	40.0
Pedestrian Calls (#/hr)			4	4			6	6	0	0	0	2
Act Effct Green (s)		127.9	118.0	118.0		116.4	109.7	109.7		21.1	21.1	

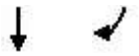
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	5	74
Future Volume (vph)	5	74
Ideal Flow (vphpl)	1900	1900
Lane Width (ft)	10	10
Storage Length (ft)		105
Storage Lanes		1
Taper Length (ft)		
Lane Util. Factor	1.00	1.00
Ped Bike Factor		0.99
Frt		0.850
Flt Protected	0.955	
Satd. Flow (prot)	1644	1463
Flt Permitted	0.705	
Satd. Flow (perm)	1214	1443
Right Turn on Red		Yes
Satd. Flow (RTOR)		80
Link Speed (mph)	30	
Link Distance (ft)	310	
Travel Time (s)	7.0	
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	3%	3%
Adj. Flow (vph)	5	80
Shared Lane Traffic (%)		
Lane Group Flow (vph)	91	80
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Detector Phase	8	8
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	53.0	53.0
Total Split (s)	50.0	50.0
Total Split (%)	31.3%	31.3%
Maximum Green (s)	44.0	44.0
Yellow Time (s)	4.0	4.0
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	6.0	6.0
Lead/Lag		
Lead-Lag Optimize?		
Vehicle Extension (s)	2.0	2.0
Recall Mode	None	None
Walk Time (s)	7.0	7.0
Flash Don't Walk (s)	40.0	40.0
Pedestrian Calls (#/hr)	2	2
Act Effct Green (s)	21.1	21.1

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Actuated g/C Ratio		0.80	0.74	0.74		0.73	0.69	0.69		0.13	0.13	
v/c Ratio		0.41	0.37	0.02		0.11	0.44	0.02		0.31	0.31	
Control Delay (s/veh)		9.6	10.0	0.1		7.4	14.1	0.0		63.4	12.0	
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)		9.6	10.0	0.1		7.4	14.1	0.0		63.4	12.0	
LOS		A	A	A		A	B	A		E	B	
Approach Delay (s/veh)			9.8				13.8			30.4		
Approach LOS			A				B			C		
Queue Length 50th (ft)		20	159	0		5	225	0		45	0	
Queue Length 95th (ft)		76	354	0		26	461	0		61	28	
Internal Link Dist (ft)			145				920			920		
Turn Bay Length (ft)		295		505		245		210			120	
Base Capacity (vph)		342	3750	1145		408	3495	1071		305	470	
Starvation Cap Reductn		0	0	0		0	0	0		0	0	
Spillback Cap Reductn		0	0	0		0	0	0		0	0	
Storage Cap Reductn		0	0	0		0	0	0		0	0	
Reduced v/c Ratio		0.36	0.37	0.02		0.08	0.44	0.02		0.15	0.17	

Intersection Summary	
Area Type:	Other
Cycle Length: 160	
Actuated Cycle Length: 160	
Offset: 95 (59%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow	
Natural Cycle: 95	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.57	
Intersection Signal Delay (s/veh): 14.2	Intersection LOS: B
Intersection Capacity Utilization 65.5%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: NW 84 Avenue & Oakland Park Boulevard





Lane Group	SBT	SBR
Actuated g/C Ratio	0.13	0.13
v/c Ratio	0.57	0.31
Control Delay (s/veh)	75.8	12.1
Queue Delay	0.0	0.0
Total Delay (s/veh)	75.8	12.1
LOS	E	B
Approach Delay (s/veh)	46.0	
Approach LOS	D	
Queue Length 50th (ft)	94	0
Queue Length 95th (ft)	126	42
Internal Link Dist (ft)	230	
Turn Bay Length (ft)		105
Base Capacity (vph)	338	459
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.27	0.17

Intersection Summary



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↱		↱
Traffic Volume (vph)	0	1464	1456	94	0	50
Future Volume (vph)	0	1464	1456	94	0	50
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			50	0	0
Storage Lanes	0			1	0	1
Taper Length (ft)	25				25	
Link Speed (mph)		45	45		30	
Link Distance (ft)		775	225		200	
Travel Time (s)		11.7	3.4		4.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Adj. Flow (vph)	0	1591	1583	102	0	54
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	1591	1583	102	0	54

Intersection Summary	
Area Type:	Other

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↱		↱
Traffic Vol, veh/h	0	1464	1456	94	0	50
Future Vol, veh/h	0	1464	1456	94	0	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	50	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1591	1583	102	0	54

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	791
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	285
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	285
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	20.57
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	285
HCM Lane V/C Ratio	-	-	-	0.191
HCM Ctrl Dly (s/v)	-	-	-	20.6
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.7



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	3	57	14	62	101	6
Future Volume (vph)	3	57	14	62	101	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	10	10	10	10
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	1	0	0			0
Taper Length (ft)	25		25			
Link Speed (mph)	30			30	30	
Link Distance (ft)	200			310	680	
Travel Time (s)	4.5			7.0	15.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	5%	5%	3%	3%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						

Intersection Summary	
Area Type:	Other

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	57	14	62	101	6
Future Vol, veh/h	3	57	14	62	101	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	5	5	3	3
Mvmt Flow	3	62	15	67	110	7

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	211	113	116	0	-	0
Stage 1	113	-	-	-	-	-
Stage 2	98	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.15	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.245	-	-	-
Pot Cap-1 Maneuver	777	940	1454	-	-	-
Stage 1	912	-	-	-	-	-
Stage 2	926	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	769	940	1454	-	-	-
Mov Cap-2 Maneuver	769	-	-	-	-	-
Stage 1	902	-	-	-	-	-
Stage 2	926	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	9.17	1.38	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	332	-	929	-	-
HCM Lane V/C Ratio	0.01	-	0.07	-	-
HCM Ctrl Dly (s/v)	7.5	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	38	65	1323	26	21	59	1337	47	19	2	32	54
Future Volume (vph)	38	65	1323	26	21	59	1337	47	19	2	32	54
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	10	10	10	10
Storage Length (ft)		295		505		245		210	0		120	0
Storage Lanes		1		1		1		1	0		1	0
Taper Length (ft)		25				25			25			25
Lane Util. Factor	0.91	1.00	0.91	1.00	0.91	1.00	0.91	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00		0.97				0.97				
Frt				0.850				0.850			0.850	
Flt Protected		0.950				0.950				0.957		
Satd. Flow (prot)	0	1770	5085	1583	0	1770	5085	1583	0	1664	1478	0
Flt Permitted		0.159				0.155				0.649		
Satd. Flow (perm)	0	296	5085	1541	0	289	5085	1533	0	1128	1478	0
Right Turn on Red				Yes				Yes			Yes	
Satd. Flow (RTOR)				55				55			61	
Link Speed (mph)			45				45			30		
Link Distance (ft)			225				1000			1000		
Travel Time (s)			3.4				15.2			22.7		
Confl. Peds. (#/hr)		4		2		2		4				
Confl. Bikes (#/hr)				1								
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.96	0.65	0.65	0.65	0.72
Adj. Flow (vph)	43	74	1503	30	22	61	1393	49	29	3	49	75
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	117	1503	30	0	83	1393	49	0	32	49	0
Turn Type	custom	pm+pt	NA	Perm	custom	pm+pt	NA	Perm	Perm	NA	Perm	Perm
Protected Phases		1	6			5	2			4		
Permitted Phases	1	6		6	5	2		2	4		4	8
Detector Phase	1	1	6	6	5	5	2	2	4	4	4	8
Switch Phase												
Minimum Initial (s)	4.0	4.0	12.0	12.0	4.0	4.0	12.0	12.0	6.0	6.0	6.0	6.0
Minimum Split (s)	9.0	9.0	33.0	33.0	9.0	9.0	33.0	33.0	49.0	49.0	49.0	53.0
Total Split (s)	25.0	25.0	85.0	85.0	25.0	25.0	85.0	85.0	50.0	50.0	50.0	50.0
Total Split (%)	15.6%	15.6%	53.1%	53.1%	15.6%	15.6%	53.1%	53.1%	31.3%	31.3%	31.3%	31.3%
Maximum Green (s)	20.0	20.0	78.0	78.0	20.0	20.0	78.0	78.0	44.0	44.0	44.0	44.0
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
All-Red Time (s)	0.0	0.0	2.0	2.0	0.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Lost Time (s)		5.0	7.0	7.0		5.0	7.0	7.0		6.0	6.0	
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag				
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				
Vehicle Extension (s)	1.5	1.5	3.0	3.0	1.5	1.5	3.0	3.0	2.0	2.0	2.0	2.0
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)			19.0	19.0			19.0	19.0	36.0	36.0	36.0	40.0
Pedestrian Calls (#/hr)			3	3			4	4	0	0	0	0
Act Effct Green (s)		133.3	121.9	121.9		123.9	116.5	116.5		14.7	14.7	
Actuated g/C Ratio		0.83	0.76	0.76		0.77	0.73	0.73		0.09	0.09	

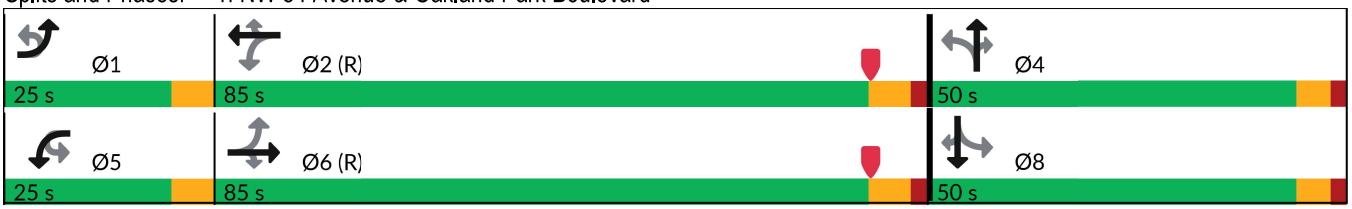
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	4	57
Future Volume (vph)	4	57
Ideal Flow (vphpl)	1900	1900
Lane Width (ft)	10	10
Storage Length (ft)		105
Storage Lanes		1
Taper Length (ft)		
Lane Util. Factor	1.00	1.00
Ped Bike Factor		
Frt		0.850
Flt Protected	0.956	
Satd. Flow (prot)	1662	1478
Flt Permitted	0.718	
Satd. Flow (perm)	1248	1478
Right Turn on Red		Yes
Satd. Flow (RTOR)		79
Link Speed (mph)	30	
Link Distance (ft)	310	
Travel Time (s)	7.0	
Confl. Peds. (#/hr)		
Confl. Bikes (#/hr)		
Peak Hour Factor	0.72	0.72
Adj. Flow (vph)	6	79
Shared Lane Traffic (%)		
Lane Group Flow (vph)	81	79
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Detector Phase	8	8
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	53.0	53.0
Total Split (s)	50.0	50.0
Total Split (%)	31.3%	31.3%
Maximum Green (s)	44.0	44.0
Yellow Time (s)	4.0	4.0
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	6.0	6.0
Lead/Lag		
Lead-Lag Optimize?		
Vehicle Extension (s)	2.0	2.0
Recall Mode	None	None
Walk Time (s)	7.0	7.0
Flash Don't Walk (s)	40.0	40.0
Pedestrian Calls (#/hr)	0	0
Act Effct Green (s)	14.7	14.7
Actuated g/C Ratio	0.09	0.09

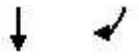
Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
v/c Ratio		0.34	0.39	0.03		0.30	0.38	0.04		0.31	0.26	
Control Delay (s/veh)		5.3	7.2	0.4		6.2	9.2	1.9		73.3	12.2	
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
Total Delay (s/veh)		5.3	7.2	0.4		6.2	9.2	1.9		73.3	12.2	
LOS		A	A	A		A	A	A		E	B	
Approach Delay (s/veh)			7.0				8.8			36.4		
Approach LOS			A				A			D		
Queue Length 50th (ft)		17	173	0		12	183	0		32	0	
Queue Length 95th (ft)		37	238	3		28	271	14		47	7	
Internal Link Dist (ft)			145				920			920		
Turn Bay Length (ft)		295		505		245		210			120	
Base Capacity (vph)		432	3874	1187		427	3703	1131		310	450	
Starvation Cap Reductn		0	0	0		0	0	0		0	0	
Spillback Cap Reductn		0	0	0		0	0	0		0	0	
Storage Cap Reductn		0	0	0		0	0	0		0	0	
Reduced v/c Ratio		0.27	0.39	0.03		0.19	0.38	0.04		0.10	0.11	

Intersection Summary

Area Type: Other
Cycle Length: 160
Actuated Cycle Length: 160
Offset: 37 (23%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 95
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.70
Intersection Signal Delay (s/veh): 10.9 Intersection LOS: B
Intersection Capacity Utilization 61.5% ICU Level of Service B
Analysis Period (min) 15

Splits and Phases: 1: NW 84 Avenue & Oakland Park Boulevard





Lane Group	SBT	SBR
v/c Ratio	0.70	0.38
Control Delay (s/veh)	100.1	17.3
Queue Delay	0.0	0.0
Total Delay (s/veh)	100.1	17.3
LOS	F	B
Approach Delay (s/veh)	59.2	
Approach LOS	E	
Queue Length 50th (ft)	84	0
Queue Length 95th (ft)	110	26
Internal Link Dist (ft)	230	
Turn Bay Length (ft)		105
Base Capacity (vph)	343	463
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.24	0.17

Intersection Summary



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↱		↱
Traffic Volume (vph)	0	1452	1401	50	0	27
Future Volume (vph)	0	1452	1401	50	0	27
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)		0%	0%		0%	
Storage Length (ft)	0			50	0	0
Storage Lanes	0			1	0	1
Taper Length (ft)	25				25	
Link Speed (mph)		45	45		30	
Link Distance (ft)		775	225		200	
Travel Time (s)		11.7	3.4		4.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)		0%	0%		0%	
Shared Lane Traffic (%)						

Intersection Summary	
Area Type:	Other

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑↑	↑↑↑	↱		↱
Traffic Vol, veh/h	0	1452	1401	50	0	27
Future Vol, veh/h	0	1452	1401	50	0	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	50	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1578	1523	54	0	29

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	761
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	298
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	298
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	18.37
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	298
HCM Lane V/C Ratio	-	-	-	0.098
HCM Ctrl Dly (s/v)	-	-	-	18.4
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.3



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	1	33	7	107	82	4
Future Volume (vph)	1	33	7	107	82	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	10	10	10	10
Grade (%)	0%			0%	0%	
Storage Length (ft)	0	0	0			0
Storage Lanes	1	0	0			0
Taper Length (ft)	25		25			
Link Speed (mph)	30			30	30	
Link Distance (ft)	200			310	680	
Travel Time (s)	4.5			7.0	15.5	
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%			0%	0%	
Shared Lane Traffic (%)						

Intersection Summary	
Area Type:	Other

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	33	7	107	82	4
Future Vol, veh/h	1	33	7	107	82	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	36	8	116	89	4

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	223	91	93	0	-	0
Stage 1	91	-	-	-	-	-
Stage 2	132	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	765	966	1501	-	-	-
Stage 1	932	-	-	-	-	-
Stage 2	895	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	761	966	1501	-	-	-
Mov Cap-2 Maneuver	761	-	-	-	-	-
Stage 1	927	-	-	-	-	-
Stage 2	895	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.91	0.46	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	111	-	959	-	-
HCM Lane V/C Ratio	0.005	-	0.039	-	-
HCM Ctrl Dly (s/v)	7.4	0	8.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Bowman

Attachment F

Drive-Through Queue Data

Prepared by Nationwide Traffic Data

Drive Thru Max Queue

Location: Dunkin' - Coffee Shop
3301 Colonial Blvd
Fort Myers, FL 33966

Date: 4/25/2025
Day: Friday

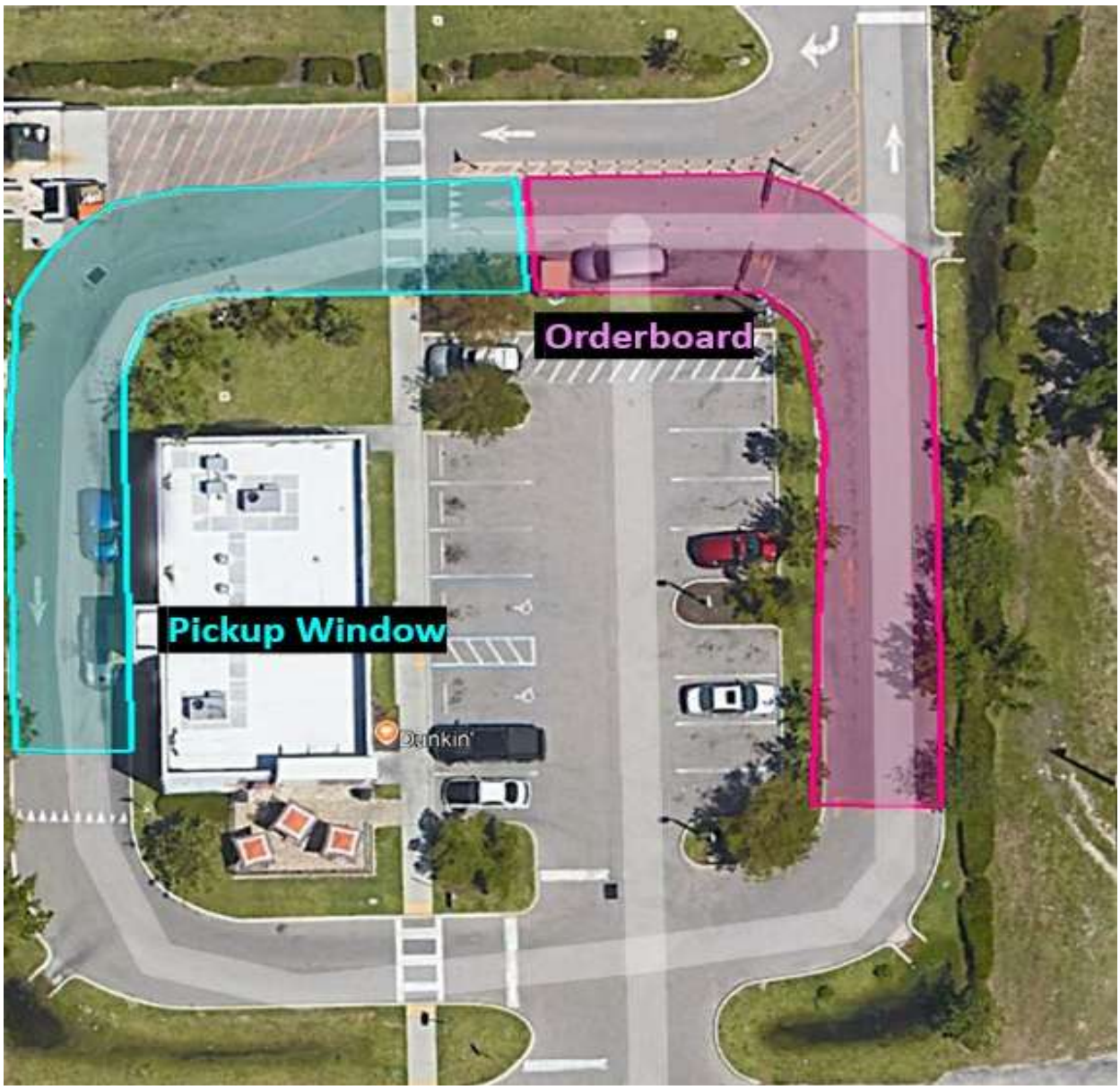
Max Queue Length (# of Vehicles)			
Time	Pickup Window to Order Board	Orderboard to End of Queue	Online Mobile Orders
7:00 AM	5	5	0
7:05 AM	6	5	1
7:10 AM	5	4	0
7:15 AM	5	5	0
7:20 AM	6	8	0
7:25 AM	6	7	2
7:30 AM	4	6	2
7:35 AM	5	7	0
7:40 AM	4	5	2
7:45 AM	3	6	2
7:50 AM	4	7	2
7:55 AM	6	7	1
8:00 AM	3	7	0
8:05 AM	5	6	0
8:10 AM	6	6	0
8:15 AM	6	4	1
8:20 AM	5	3	0
8:25 AM	4	3	0
8:30 AM	4	1	0
8:35 AM	4	3	0
8:40 AM	3	0	0
8:45 AM	4	3	0
8:50 AM	5	4	0
8:55 AM	6	5	0
9:00 AM	4	6	0
9:05 AM	5	2	0
9:10 AM	6	2	0
9:15 AM	5	1	0
9:20 AM	3	1	0
9:25 AM	0	0	0



9:30 AM	1	1	0
9:35 AM	2	3	0
9:40 AM	2	3	3
9:45 AM	5	2	0
9:50 AM	2	2	0
9:55 AM	2	4	0
10:00 AM	4	6	1
10:05 AM	7	6	0
10:10 AM	5	8	0
10:15 AM	3	5	0
10:20 AM	6	4	0
10:25 AM	5	4	1
10:30 AM	4	5	0
10:35 AM	5	2	0
10:40 AM	5	5	0
10:45 AM	4	5	1
10:50 AM	3	2	0
10:55 AM	4	6	0
11:00 AM	4	3	0
11:05 AM	4	2	0
11:10 AM	2	1	0
11:15 AM	1	1	0
11:20 AM	1	1	0
11:25 AM	3	5	1
11:30 AM	3	1	0
11:35 AM	2	1	0
11:40 AM	1	1	0
11:45 AM	2	2	0
11:50 AM	1	1	0
11:55 AM	1	1	0
12:00 PM	2	2	0
12:05 PM	3	3	0
12:10 PM	2	1	0
12:15 PM	3	4	0
12:20 PM	4	5	0
12:25 PM	3	4	0
12:30 PM	3	1	0
12:35 PM	0	0	1
12:40 PM	0	0	2
12:45 PM	0	0	0
12:50 PM	0	0	0
12:55 PM	0	0	0
1:00 PM	0	0	0
1:05 PM	1	1	0
1:10 PM	2	3	1
1:15 PM	4	2	1
1:20 PM	5	0	0

1:25 PM	4	0	0
1:30 PM	2	0	0
1:35 PM	1	0	1
1:40 PM	0	0	0
1:45 PM	1	1	0
1:50 PM	0	0	0
1:55 PM	0	0	0
2:00 PM	2	3	0
2:05 PM	1	1	0
2:10 PM	1	1	0
2:15 PM	2	2	0
2:20 PM	0	0	1
2:25 PM	3	5	0
2:30 PM	2	3	0
2:35 PM	3	2	0
2:40 PM	2	4	0
2:45 PM	3	4	0
2:50 PM	2	1	0
2:55 PM	0	0	0
3:00 PM	1	1	0
3:05 PM	0	0	0
3:10 PM	1	1	0
3:15 PM	0	0	0
3:20 PM	2	2	0
3:25 PM	1	0	0
3:30 PM	1	3	1
3:35 PM	2	1	0
3:40 PM	1	0	0
3:45 PM	0	0	0
3:50 PM	0	0	0
3:55 PM	0	0	0
4:00 PM	0	0	0
4:05 PM	0	0	0
4:10 PM	1	1	1
4:15 PM	1	1	0
4:20 PM	1	1	0
4:25 PM	2	2	0
4:30 PM	2	1	0
4:35 PM	1	1	0
4:40 PM	1	2	0
4:45 PM	1	0	0
4:50 PM	0	0	0
4:55 PM	0	0	0
5:00 PM	1	1	0
5:05 PM	0	0	0
5:10 PM	0	0	0
5:15 PM	2	2	0

5:20 PM	1	1	0
5:25 PM	1	1	0
5:30 PM	0	0	0
5:35 PM	1	1	0
5:40 PM	1	1	1
5:45 PM	1	1	0
5:50 PM	0	0	0
5:55 PM	0	0	0
6:00 PM	0	0	0
6:05 PM	1	1	0
6:10 PM	1	1	0
6:15 PM	0	0	0
6:20 PM	1	1	1
6:25 PM	0	0	0
6:30 PM	1	1	0
6:35 PM	1	1	0
6:40 PM	0	0	0
6:45 PM	0	0	0
6:50 PM	0	0	0
6:55 PM	0	0	0
7:00 PM	0	0	0


Orderboard
Pickup Window
Drinkin'

Prepared by Nationwide Traffic Data

Drive Thru Max Queue

Location: Dunkin' - Coffee Shop
3301 Colonial Blvd
Fort Myers, FL 33966

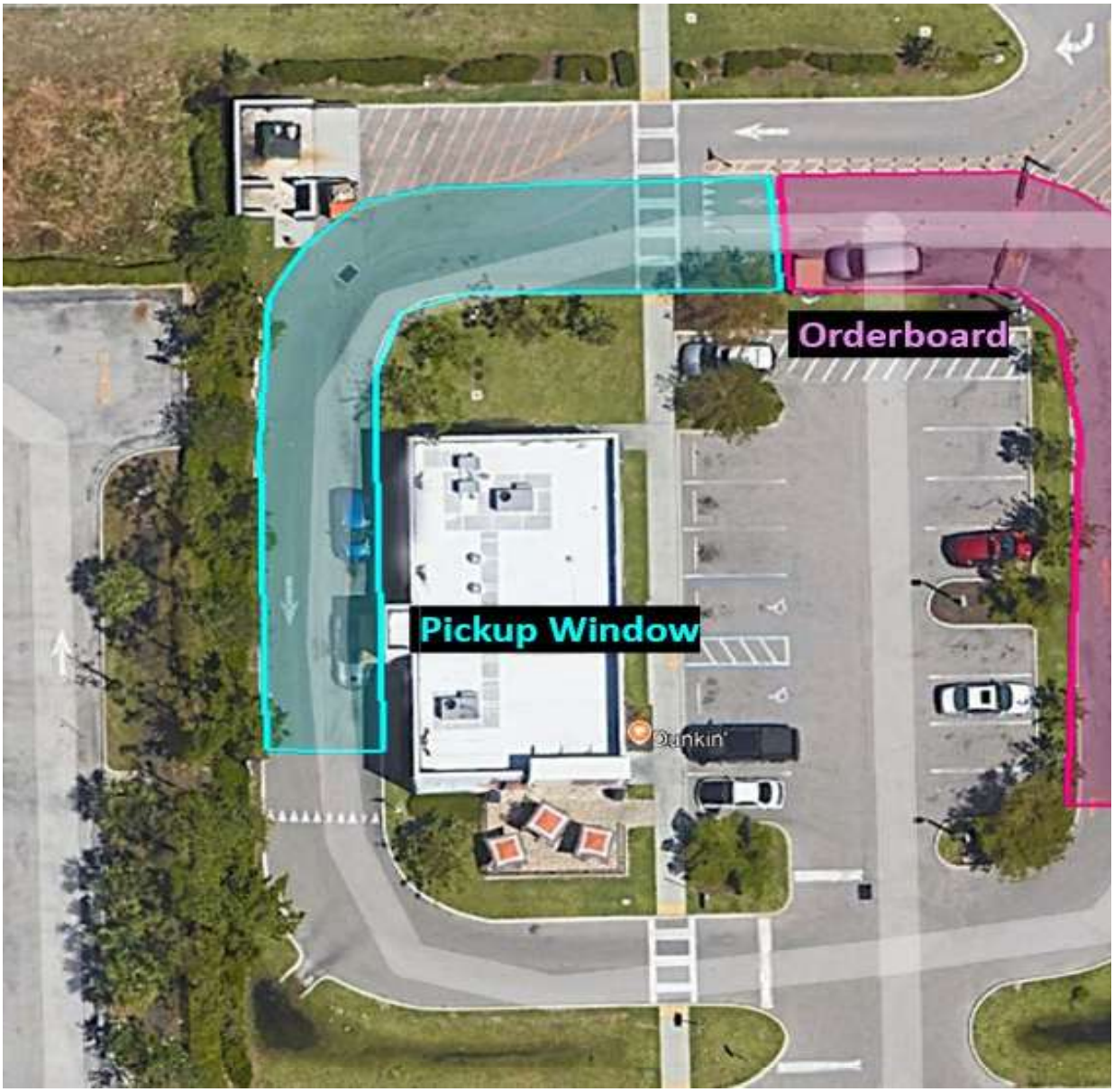
Date: 4/26/2025
Day: Saturday

Max Queue Length (# of Vehicles)			
Time	Pickup Window to Order Board	Orderboard to End of Queue	Online Mobile Orders
7:00 AM	2	2	0
7:05 AM	0	0	0
7:10 AM	3	3	0
7:15 AM	2	2	0
7:20 AM	2	2	2
7:25 AM	4	4	1
7:30 AM	4	5	1
7:35 AM	4	6	2
7:40 AM	6	8	3
7:45 AM	6	6	0
7:50 AM	3	4	1
7:55 AM	4	3	0
8:00 AM	3	3	1
8:05 AM	4	5	1
8:10 AM	5	6	0
8:15 AM	3	4	1
8:20 AM	6	8	0
8:25 AM	6	4	0
8:30 AM	5	7	1
8:35 AM	6	4	1
8:40 AM	6	7	1
8:45 AM	7	5	1
8:50 AM	6	6	0
8:55 AM	3	3	0
9:00 AM	3	4	0
9:05 AM	2	1	2
9:10 AM	4	5	1
9:15 AM	5	5	0
9:20 AM	4	3	0
9:25 AM	4	7	0

9:30 AM	7	5	2
9:35 AM	8	6	1
9:40 AM	7	5	1
9:45 AM	4	4	2
9:50 AM	3	3	0
9:55 AM	7	6	0
10:00 AM	4	5	1
10:05 AM	4	5	0
10:10 AM	4	3	0
10:15 AM	4	4	0
10:20 AM	4	5	0
10:25 AM	5	3	0
10:30 AM	2	3	0
10:35 AM	2	2	0
10:40 AM	6	6	0
10:45 AM	4	4	0
10:50 AM	3	3	0
10:55 AM	4	5	1
11:00 AM	5	4	0
11:05 AM	3	3	0
11:10 AM	6	6	0
11:15 AM	2	4	1
11:20 AM	3	2	0
11:25 AM	1	1	0
11:30 AM	1	1	0
11:35 AM	0	0	0
11:40 AM	0	0	1
11:45 AM	0	0	0
11:50 AM	5	5	0
11:55 AM	2	3	0
12:00 PM	2	1	0
12:05 PM	2	1	0
12:10 PM	3	3	0
12:15 PM	2	2	0
12:20 PM	2	2	0
12:25 PM	4	6	0
12:30 PM	4	2	0
12:35 PM	4	2	0
12:40 PM	1	1	0
12:45 PM	1	1	1
12:50 PM	3	3	1
12:55 PM	2	2	0
1:00 PM	1	1	1
1:05 PM	1	1	0
1:10 PM	3	3	0
1:15 PM	6	6	0
1:20 PM	0	0	0

1:25 PM	0	0	0
1:30 PM	2	2	0
1:35 PM	1	1	0
1:40 PM	0	0	0
1:45 PM	2	2	0
1:50 PM	3	3	0
1:55 PM	0	0	0
2:00 PM	0	0	0
2:05 PM	0	0	0
2:10 PM	1	1	0
2:15 PM	1	1	0
2:20 PM	0	0	0
2:25 PM	2	2	0
2:30 PM	1	1	0
2:35 PM	1	1	0
2:40 PM	0	0	0
2:45 PM	2	2	0
2:50 PM	2	2	0
2:55 PM	1	1	0
3:00 PM	2	2	0
3:05 PM	1	1	0
3:10 PM	1	1	0
3:15 PM	1	1	0
3:20 PM	1	1	0
3:25 PM	0	0	0
3:30 PM	1	1	0
3:35 PM	3	3	0
3:40 PM	2	2	0
3:45 PM	0	0	0
3:50 PM	0	0	1
3:55 PM	1	1	0
4:00 PM	1	1	0
4:05 PM	1	1	0
4:10 PM	0	0	0
4:15 PM	2	2	0
4:20 PM	1	1	0
4:25 PM	1	1	0
4:30 PM	2	2	1
4:35 PM	1	1	0
4:40 PM	0	0	0
4:45 PM	1	1	0
4:50 PM	1	1	0
4:55 PM	0	0	0
5:00 PM	0	0	1
5:05 PM	0	0	0
5:10 PM	0	0	0
5:15 PM	0	0	0

5:20 PM	0	0	0
5:25 PM	0	0	0
5:30 PM	0	0	0
5:35 PM	1	1	0
5:40 PM	2	2	0
5:45 PM	1	1	0
5:50 PM	1	1	0
5:55 PM	1	1	1
6:00 PM	2	2	0
6:05 PM	0	0	0
6:10 PM	2	2	0
6:15 PM	0	0	0
6:20 PM	0	0	0
6:25 PM	0	0	0
6:30 PM	0	0	0
6:35 PM	1	1	1
6:40 PM	0	0	0
6:45 PM	1	1	0
6:50 PM	0	0	0
6:55 PM	1	1	0
7:00 PM	0	0	0


Orderboard
Pickup Window
Dunkin'

May 8, 2026

Mike Fallah
Friendly Management Group DBA Dunkin
9170 W State Rd 84
Davie, FL 33324

Dear Mr. Fallah,

The following are the results of a site noise study conducted for the proposed commercial/Dunkin store in, FL, located roughly 150 feet NW of the intersection of W Oakland Park Blvd. and NW 84th Ave, in Sunrise, Florida.

The study is based on the following:

1) review of the Site Plan dated October 23rd, 2024
2) calculated ambient sound levels on the surrounding properties and nearby residential areas (based on FDOT traffic data)
3) HME white paper (with sound level data), describing the operation of the pole mounted loudspeakers where customers place orders
4) sound level data (from previous studies) of unloading activities from trucks
5) sound level data (from previous studies) of garbage/recycling trucks
6) sound level data (from previous studies) of (200-220) daily customer vehicle movements
7) sound level data (from other acousticians' previous 2023 study) of rooftop HVAC sound emissions
8) review of proposed HVAC renovations (includes addition of 1x new rooftop unit and construction of 4' high parapet wall)
9) Sunrise City Code Section 9-22 (See Exhibit D)

Background and Methodology

The noise study methodology is as follows:

1. Ambient sound levels have been calculated at the property lines at the nearest residential receivers (roughly 400' from W Oakland Park Blvd. and 250' from NW 84th Ave) as these are the closest residential properties with a direct line of site to the proposed store.
2. Sound level data was measured during previous studies of varied operations events and activities that occur at the proposed project site. A series of these events were measured at existing retail stores with similar traffic and deliveries. To match the conditions at the project site, the data from our database was extrapolated (via calculation) for distance.
3. The ambient sound level calculation data was compared to the extrapolated data from operations of other retail stores to determine potential noise impacts.
4. Various operational sound events are compared to decibel limits (55 dBA nighttime and 60 dBA daytime residential noise criteria) contained in the Sunrise City Code Section 9-22 (See Exhibit D)

Ambient Sound Calculations at Nearby Residential Properties

Primary Noise sources

The primary sources of noise at the nearest residential property lines are anticipated to be the following:

- Moderate to heavy vehicular traffic on W Oakland Park Blvd. (high concentration of heavy trucks)
- Moderate vehicular traffic on NW 84th Ave
- Light traffic on adjacent neighborhood road (NW 34th Manor)

Other sounds common to residential neighborhoods investigated by Keane Acoustics (but are not limited to)

- Aircraft flyovers
- Sirens from emergency vehicles
- Residential condensing units
- Boom Boxes in moving vehicles
- Birds chirping
- Landscaping crews

Ambient Sound Levels by receiver location

The residential property assessment focused on 2 neighborhoods (See Exhibit A).
Location 1 - Fairway Club Townhomes (located a minimum of 290' to the NE across NW 84th Ave)
Location 2 - Springtree Isles single family homes (located a minimum of 190' to the N)

Receiver Location 1 (Fairway Club Townhomes)

Receiver Location 1 a minimum of 290' to the NE across NW 84th Ave. The primary sound events at this location are from vehicular traffic on Oakland Park Blvd. and NW 84th Ave. Based on FDOT traffic data, the Ambient sound levels at this location are anticipated to be in the 45 to 61 dBA range with occasional louder events exceeding these levels. Ambient noise at this location will not likely drop below 45 dBA during the proposed store business hours of 6 AM to 11PM.

Louder events likely to be experienced at this location are as follows:

- heavy trucks accelerating on Oakland Park Blvd. and NW 84th Ave – 49-62 dBA
- aircraft flyovers – 46-54 dBA
- landscaping crews - up to 90 dBA
- garbage/recycling trucks – 70-90 dBA
- mail and parcel delivery trucks – 65-75 dBA
- vehicles on NW 83rd lane – 55-65 dBA

Receiver Location 2 (Springtree Isles single family homes)

Receiver Location 2 (nearest single family home) is a minimum of 190' to the N. The primary sound events at this location are from vehicular traffic on Oakland Park Blvd. and NW 84th Ave. Based on FDOT traffic data, the Ambient sound levels at this location are anticipated to be in the

46 to 62 dBA range with occasional louder events exceeding these levels. Ambient noise at this location will not likely drop below 45 dBA during the proposed store business hours.

Louder events likely to be experienced at this location are as follows:

- heavy trucks accelerating on Oakland Park Blvd and NW 84th Ave – 50-63 dBA
- aircraft flyovers – 46-54 dBA
- landscaping crews - up to 90 dBA
- garbage/recycling trucks – 70-90 dBA
- mail and parcel delivery trucks – 65-75 dBA
- vehicles on NW 83rd lane – 55-65 dBA

Regarding Ambient Sound Levels

Based on current ambient sound levels, it is highly likely that the decibel limits stated in the Sunrise City Code Section 9-22 would be adjusted upward by 1-3 dB to meet the Code requirement that the subject noise under investigation exceeds the ambient noise by a minimum of 5 decibels (see Exhibit E -2023 Report from Edward Dugger and Associates for further explanation).

Project Site Analysis

Project Site Orientation

The proposed site will be surrounded by the following:

- W Oakland Park Blvd to the south
- NW 84th Ave to the east with medical offices on the other side of the road
- Dentist office immediately to the north
- Retail stores to the west
- Residential neighborhood further to the north and NW

Project Site Noise Sources

Existing Noise Sources

W Oakland Park Blvd
This section of W Oakland Park Blvd hosts a daily average of 39000 vehicles (approximately 3198 are trucks) according to DOT data at the closest report location (0.2 miles east of the intersection of W Oakland Park Blvd. and NW 84th Ave). Posted speed limit is 45 mph.

The sound from movement of trucks, heavy vehicles, motorcycles, buses, and higher horsepower vehicles will be often audibly propagating from W Oakland Park Blvd. to the subject residential property line locations.

NW 84th Ave
This section of NW 84th Ave does not have official FDOT count data, but is likely to host a daily average of at least 500 vehicles (approximately 20-40 trucks). Posted speed limit is 30 mph.

The sound from movement of trucks, heavy vehicles, and motorcycles will be often audibly propagating from NW 84th Ave to the subject residential property line locations.

Smaller Businesses Located Adjacent to proposed Store

The sound emissions associated with these businesses are anticipated to be minimal (including associated vehicular traffic).

Proposed Restaurant

The proposed Restaurant is roughly 2,600 square feet.

Based on Keane Acoustic's previous experience with other Dunkin projects in the past, it is anticipated that roughly 200-220 vehicles visit the subject business (both drive-thru and in store customers) on a daily basis.

Based on the information above, the overall percentage increase for vehicles on the two main roadways (W Oakland Park Blvd. and NW 84th Ave) should be less than 1%.
It is anticipated that increases in traffic events entering/exiting the parking lot of the subject property will be fairly small, and associated noise from these movement will be negligible compared to the traffic noise from W Oakland Park Blvd. and NW 84th Ave.

Anticipated Operational Noise Events

Delivery (and other) Trucks

Typically this store will receive the following numbers of trucks:

- Box trucks (40' vendor delivery trucks) - 2 of these trucks arrive on a weekly basis in the late morning 10am-12 noon.
- The garbage/recycling/grease pickup trucks arrive twice per week in the morning around 7am

Drive Thru Ordering Base Station Sound Emissions

It is understood there will be two adjacent drive thru stations to the north of the proposed store location. Based on the angle of the roadway, the speakers for these stations will point in a NNW direction, which is toward the single family homes located roughly 190-250 ft away.

Based on a review of the provided HME white paper (see Exhibit C for reference), which gives a detailed description of the speaker system output and directivity, Keane Acoustics was able to extrapolate the anticipated decibel levels at the receiving locations discussed earlier in this report. If the sound emissions from the station loudspeakers fall below the ambient noise level at the receiving locations, there will be no noise impact from the subject loudspeakers.

Based on the provided data, the sound levels at the designated receivers are anticipated to be as follows:

Location 1 - Fairway Club Townhomes - located a minimum of 300' away and roughly 60 Degrees off axis of loudspeakers – 15-31 dBA (roughly 30 dB below ambient noise level)
Location 2 - Springtree Isles single family homes - located a minimum of 200-225'away and directly on axis of the loudspeakers – 26-42 dBA (roughly 20 dB below ambient noise level)
Note that these are conservative estimates and do not take account of the noise shielding benefits of the vehicles and buildings blocking or partially blocking the loudspeakers from the receiving (residential) locations (typically mitigating an additional 5-10 dB).

Daily Customer Vehicle Movements Sound Emissions

It is anticipated that 200-220 daily customer vehicle movements will occur, which consist of up to 14 vehicles in the drive thru lanes at one time. Extrapolating for data from previous studies, it is anticipated that the contribution of these slow moving and/or idling vehicles will add a negligible contribution (less than 40 dBA at nearest residences) to the overall traffic noise levels from vehicles on W Oakland Park Blvd. and NW 84th Ave.

Rooftop HVAC Noise Analysis

It is understood that the 2 existing Rooftop HVAC units will remain, with the northernmost unit to be relocated toward the center of the roof, where all units sit behind a 4' high parapet screen wall. Provided the new HVAC equipment produces similar noise levels as the existing equipment (Currently under 50 dBA at nearest residences per Edward Dugger and Associates 2023 study – See Exhibit E), the overall decibel level due to these units will slightly drop by 2-4 dB at both receiver locations 1 and 2, due to the new extended parapet screen wall, thus meeting noise ordinance limits by a comfortable margin.

Sound Event Calculation and Analysis

The following results make use of the data obtained during previous testing visits combined with our internal database of sound levels measured elsewhere (non –Dunkin commercial properties).

All of the noise sources assessed in this study occur frequently at many different types of commercial properties.
Sound levels from operational Dunkin businesses have not been measured as they are most often lower than the ambient noise from the surrounding roadways (which will be the case for Sunrise).

It is not practical to measure individual noise events at an operational business as multiple events are typically occurring simultaneously, which will contaminate the results.

Instead, sound data was measured of individual events when well isolated from other events. These events are listed in Exhibit B. The data were used for calculating the resultant sound levels in this study. Corrections were made for distance, sound source directivity and shielding by objects (buildings, barriers, etc.).

Information on instrumentation used by Keane Acoustics has been added to Exhibit B.

Results

For Both Locations

Based on the current traffic levels on all adjacent roads and entry/exit points, the equivalent increase of noise due to traffic is a fraction of a decibel, which is too low to be perceived by the human ear, and thus negligible.

Receiver Location 1 (Fairway Club Townhomes)

The Ambient sound levels at this location typically range from 45 to 61 dBA with occasional louder events upwards of 75 dBA on a daily basis and up to 90 dBA multiple times per week. Common unloading events (40ft box delivery trucks) from the subject property will fall in the 41-51 dBA range, where "worst-case scenario" impulsive sounds like truck gates slamming could potentially reach roughly 50 dBA for roughly 1 second during the daytime delivery. Based on ambient noise levels, which also approach 60 dBA during the day), these sounds will be negligible and likely completely inaudible.

For garbage trucks, the range is typically 40-50 dBA for this location.

Note the noise emissions from garbage/recycling trucks are not anticipated to be any louder than those serving current adjacent businesses, and will be significantly lower than the noise emissions from the garbage trucks servicing the nearby residences.

Similarly, the sounds associated with the slow movement of the twice weekly delivery trucks, are negligible compared to the roughly 3200 trucks (including large 18 wheelers) that transit W Oakland Park Blvd (45 mph speed limit) on a daily basis.

Given the very small number of short weekly events, the impact from vendor deliveries is negligible at this location, as is the impact from additional traffic as discussed earlier in this report.

Based on the technical paper (See Exhibit C), the anticipated sound levels from the order loudspeaker stations at this location are anticipated to be 10-26 dBA which is well below the ambient noise level, and thus will be inaudible.

Receiver Location 2 (Springtree Isles single family homes)

The Ambient sound levels at this location typically range from 46 to 62 dBA with occasional louder events upwards of 75 dBA on a daily basis and up to 90 dBA multiple times per week.

Common unloading events from the subject property will fall in the 45-55 dBA range, where "worst-case scenario" impulsive sounds like truck gates slamming could potentially approach roughly 55 dBA during the daytime delivery. Based on ambient noise levels, which also approach 60 dBA during the day), these sounds will be mostly inaudible.

For the garbage trucks, the range is typically 44-54 dBA for this location.

Based on the technical paper, the anticipated sound levels from the order loudspeaker stations at this location are anticipated to be 21-37 dBA which is well below the ambient noise level, and thus will be inaudible.

The following table summarizes the operational sound emissions of the proposed Dunkin restaurant. Note deliveries and garbage/recycling pickup occur only during daytime hours of 7am-10pm. Restaurant hours are daily from 5AM-11PM.

	Location 1		**Location 2**	
Noise Source	**Lmax Day (dBA)**	**Lmax Night (dBA)**	**Lmax Day (dBA)**	**Lmax Night (dBA)**
Vendor Deliveries	41-51	N/A	45-55	N/A
Garbage/Recycling trucks	40-50	N/A	44-54	N/A
Drive thru cars idling/transiting parking lot	<40	<40	<40	<40
Drive thru loudspeakers	<31	<31	<42	<42
Rooftop A/C units	<48	<48	<40	<40

Note all of the above values are in compliance with the decibel limits stated in the Sunrise City Code Section 9-22.

Noise Mitigation Strategy

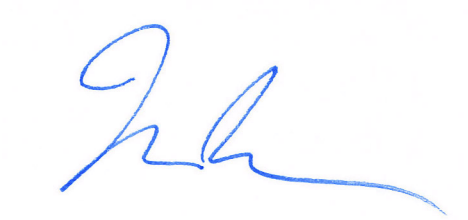
No additional Noise Mitigation is required for this project.

Conclusion

In conclusion, the results of this study reveal that there are no anticipated noise impacts associated with the operation of the proposed restaurant. The loudest of noise events anticipated on the property are infrequent and lower in intensity than the frequent traffic of automobiles and heavy trucks traveling on Oakland Park Blvd and NW 84th Ave. Sound emissions from the operation of the proposed store will be similar to existing nearby businesses, and thus negligible in terms of noise impact and well below the more stringent 55 dBA residential noise criteria per Sunrise City Code Section 9-22.

Please contact me if you have any comments/questions.

Best regards,



Michael Keane, P.E.
President – Keane Acoustics, Inc.

TABLE OF EXHIBITS

EXHIBIT A	Noise Receiver Locations
EXHIBIT B	Noise Event Sound Levels Used for Calculation
EXHIBIT C	HME Technical Paper Regarding Ordering Station Loudspeakers
EXHIBIT D	Sunrise City Code Section 9-22
EXHIBIT E	2023 Noise Study by Edward Dugger and Associates

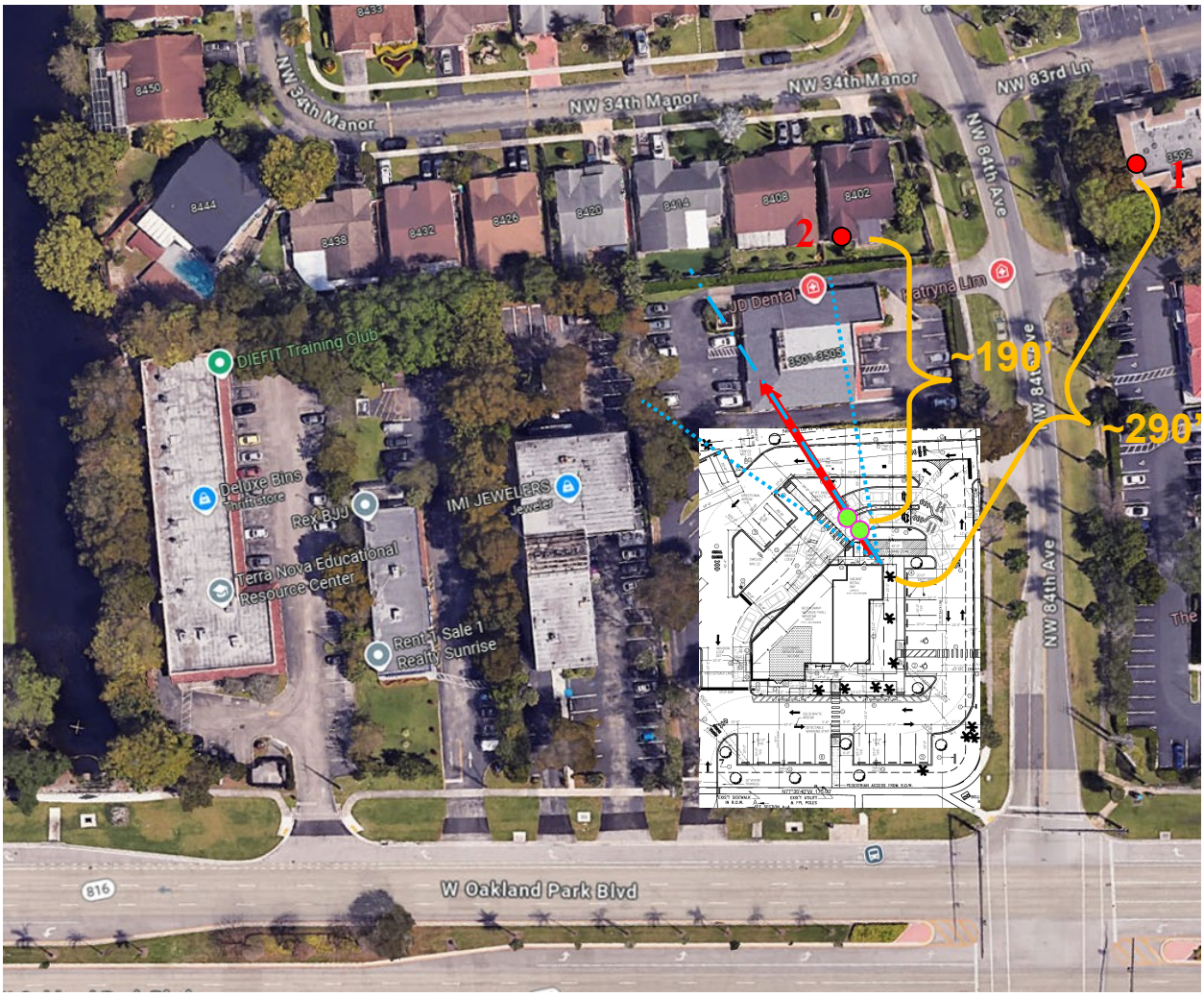


EXHIBIT A Noise Receiver Locations

Subject parcel shown in white.

Green Dots show ordering station loudspeaker locations

Red arrows indicate aiming direction of order station loudspeakers and blue lines to either side indicate loudspeaker coverage (which dissipates in decibel level with distance of axis)

Location 1 is nearby multifamily residential building (~290' away)
Location 2 is nearest single family residence (~190' away)

Source Event	Sound Level (LA_{max})	Distance (ft.)
Large truck driving slowly/maneuver/parking	75-81	30
Large truck braking	78-81	90
Large truck gate opening/closing	65-71	110
Large truck idling	57-65	85
Large truck unloading	60-70	110
Truck backup/horn beep	68-73	110
Garbage/recycling pickup	58-68	100
Medium truck driving slowly/parking	70-75	30
Medium truck braking	65-71	90
Medium truck gate opening/closing	70-74	60
Medium truck idling	50-57	60
Medium truck unloading	68-74	50
Small truck driving slowly/parking	70-75	10
Small truck gate opening/closing	65-72	50
Small truck idling	60-65	10
Small truck unloading	70-75	50
Breaking down pallets/talking	52-63	50
Compactor	60-64	90
Rooftop HVAC	49-52	50
Vehicle door closing	65-85	10
Car driving slowly/parking	60-65	10

Key
Large truck = 18 wheeler
Medium truck = produce, dairy, "box trucks"
Small truck = small bread truck, pickup truck with trailer

EXHIBIT B Noise Event Sound Levels Used for Calculations

Sound levels were measured at many different commercial properties over the past 19 years since the founding of Keane Acoustics.

Corrections were made for distance, sound source directivity and shielding by objects (buildings, barriers, etc.).

Instrumentation consisted of Bruel and Kjaer Model 2250 and 2270 sound level meters.

HME

Customer Driven

ENGINEERING DEPARTMENT WHITE PAPER

Drive-Thru Sound Levels

Some municipalities have adopted regulations aimed at controlling the acoustic noise levels in residential and (or) commercial areas. These regulations are of particular importance to drive-thru operators because the drive-thru is viewed as a source of noise. The noise originates both from the vehicles themselves and from the drive-thru communications system. This white paper addresses common questions related to sound from the communications system.

Note: **Because every site is different and each municipality has its own regulations, HME is unable to make specific recommendations for compliance or give any assurance that any particular system configuration will comply with any given regulations. Statements made in this paper should be taken as general guidelines, but to ensure compliance, the site planner should retain the services of a qualified acoustic consultant equipped to make the necessary measurements.**

In the drive-thru, the primary source of sound other than the vehicles is often the drive-thru communications system. Outbound audio includes the order taker's voice and any sound provided by the message repeater. The outbound audio is delivered by the speaker and must be loud enough to be clearly heard by the customer over the noise of the customer's vehicle, any local traffic and other ambient background noises in the area. However, if it is too loud, the sound can be objectionable to neighbors or even violate specific regulations.

HME base stations are equipped with a feature known as Automatic Volume Control or "AVC" which can be used to reduce the outbound sound pressure level based on ambient noise. When AVC is active, the outbound level is reduced to a level that is 15 dB above the ambient noise level at the speaker post microphone, but it **never** increases the level above what would be heard with AVC turned off. This feature can considerably reduce the SPL during quiet periods and may help in satisfying local requirements.

Sound levels are measured in units of dB SPL and usually include a frequency variable weight referred to as "A Weighting". For this reason, the units are frequently written as "dBA SPL" and that notation will be used throughout this paper. The sound pressure level from a speaker decreases as the distance away increases. However, it can be difficult to predict how much reduction will actually occur. For a single point sound source like an alarm bell hanging in air, the SPL drops approximately 6 dB every time the distance from the source doubles. Thus if one starts one foot away, the level will be 36 dB lower when one is 64 feet away. Unfortunately, speakers are neither single point sources nor are they hanging in air. Rather, speakers are mounted in a variety of different type enclosures. Further, the building, the ground and even other cars in proximity all effect the sound's direction and decay rate. All of this tends to make the sound more directional and the decay rate less predictable.

This paper provides some "typical" measurements taken outdoors under specific circumstances. These measurements can be used as a guide for what levels might occur in a drive-through installation. These measurements were taken using "pink noise", a type of noise frequently used for acoustic testing, at levels simulating the loudest speech expected from an order taker.

All typical measurements provided here were taken using the following equipment:

- Base station: HME ION IQ set to factory default levels
- Communicator: HME COM6000
- Speaker: HME SP10
- Speaker post: Texas Digital model 107150

EXHIBIT C HME Technical Paper Regarding Ordering Station Loudspeakers (page 1)

Drive-Thru Sound Levels

The measurement environment was as follows:

- Asphalt parking lot 50 ft from any building
- Ambient background noise level: ~47 dBA SPL
- Nearest vehicle not part of measurement: 15 ft

Initial measurements were taken with AVC off, no vehicle in front of the speaker post, and no other obstructions within at least 100 ft of the speaker. These are not "normal" conditions for a drive-thru, but they do yield one worst-case measurement. Under these conditions, the sound pressure level 1 foot in front of the speaker is 90 dBA SPL. At 17 feet, it drops down to a normal conversational level of 66 dBA SPL, but does not drop to 60 dBA until a distance of 55 feet. Figure 1 shows the loudness contours for both 60 dBA and 66 dBA levels. Since the primary concern is noise abatement at a distance, higher level contours are not shown.

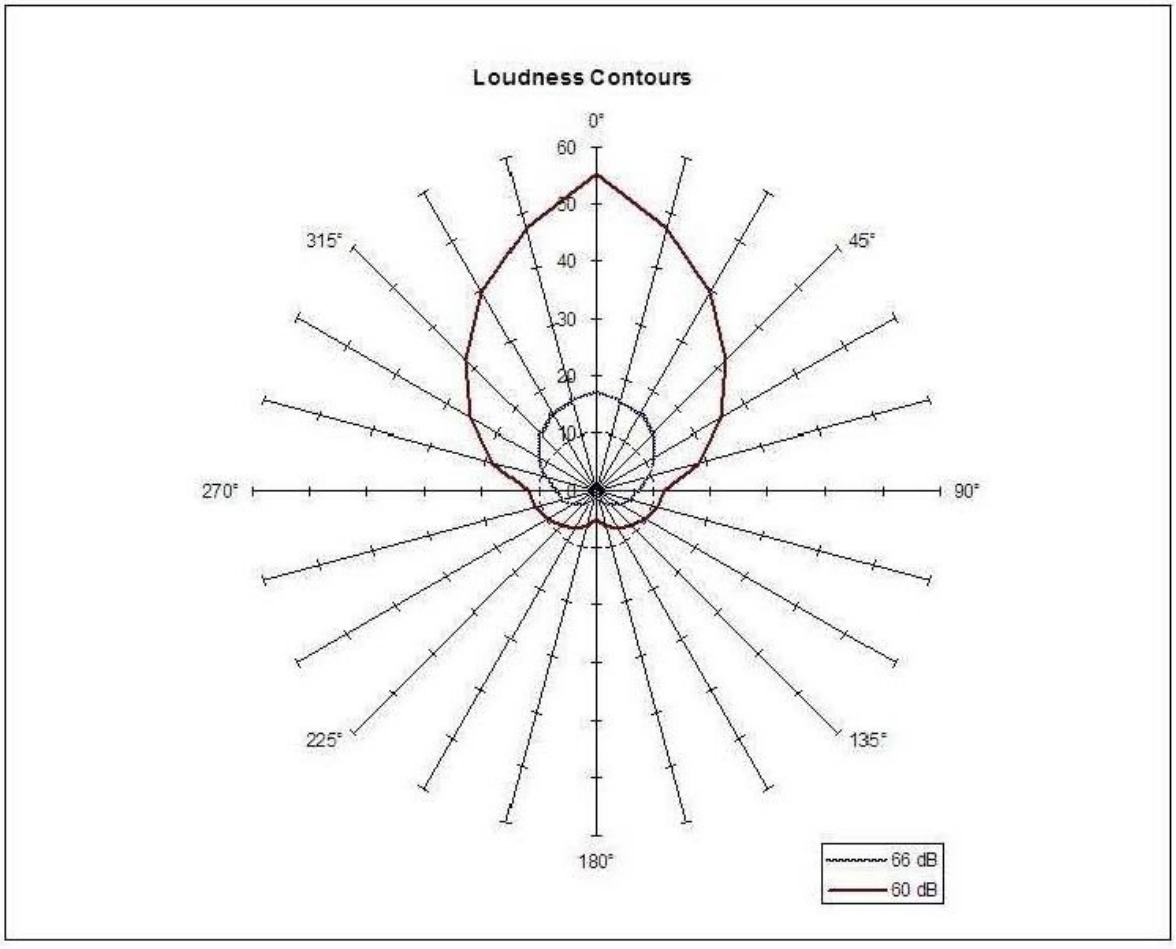


Figure 1 – SP10 SPL Contours

With a vehicle parked in front of the speaker, the shape of the contour changes dramatically and depends on many factors including the height, size, shape, and angle of the vehicle. Because of the tremendous differences in vehicles, positioning, and lane construction, HME cannot predict with any certainty the shape of the resulting SPL contours. However, generally, the shape flattens and the loudest sounds are found at angles to the front and rear of the vehicle with the front being louder.

EXHIBIT C HME Technical Paper Regarding Ordering Station Loudspeakers (page 2)

Drive-Thru Sound Levels

AVC Operation

AVC measures the ambient noise level in the drive-thru and adjusts the outbound level down so that it is **never more than 15 dB above the ambient noise level**. This is particularly useful at night when there is less traffic on surrounding streets and fewer cars in the drive-thru. It may also be useful in situations where the regulations do not specify specific sound pressure levels, but use terms like "reasonable" or "sufficient". Because AVC adjusts continuously, it ensures that the outbound level is high enough to be heard by the customer whatever the conditions may be.

As an example, if the ambient noise level is 47 dBA, AVC will adjust the outbound level to approximately 62 dBA at a position about 1 ft from the speaker. Given this condition, the SPL will be below the ambient noise level less than 20 ft away from the post.

Since AVC adjusts based on the noise level measured at the speaker post, a noisy vehicle will drive the outbound level up. Thus, the use of AVC will not guarantee that the SPL is below any particular level for all vehicles or conditions. However, it will keep the outbound level from becoming excessively loud.

Guidelines

HME cannot make specific recommendations, but here are some general things that can be done to minimize issues:

Do

- Place the speaker post where vehicles can get close to it. This allows the outbound level to be kept to a minimum.
- Use brick or concrete walls to isolate the installation from adjacent residences. These walls make good barriers, but must be high enough that sounds do not easily go over them.
- Adjust the outbound level to the minimum necessary to be clearly heard by customers
- Use AVC in situations where noise abatement is an issue to further reduce outbound levels during quiet periods.

Don't

- Face the speaker post toward busy streets. This increases the ambient noise level and makes it necessary to use higher outbound levels.
- Place the speaker post on a curve in the lane. Curves force vehicles to be further away from the post, which results in higher outbound level requirements and makes it difficult for order takers to hear customers.
- Face the speaker post or the drive-thru lane at adjacent residences. Remember that the highest sound levels are likely to be directly opposite the post and off the front of vehicles.
- Turn the outbound level up higher than necessary.
- Rely on vegetation to reduce sounds. Plants have rather limited impact on sound levels.

EXHIBIT C HME Technical Paper Regarding Ordering Station Loudspeakers (page 3)

Sec. 9-22. - Maximum permissible sound levels.

Notwithstanding any other provision in this article, it shall be unlawful, except as expressly permitted herein, to cause, allow, or permit the making of any sound which exceeds the limits set forth in this section. However, a sound shall not be considered in violation of the sound level limits set forth in Table 1 if the measured sound level exceeds the background sound level by less than five (5) decibels.

TABLE 1

MAXIMUM PERMISSIBLE SOUND LEVELS

RECEIVING PROPERTY USE	TIMES	SOUND LEVEL
Residential, including multifamily	7:00 a.m. to 10:00 p.m. 10:00 p.m. to 7:00 a.m.	60 dBA 55 dBA
Commercial	Any time	65 dBA
Industrial	Any time	70 dBA
Western Sunrise Entertainment District*	6:00 p.m. to 4:00 a.m. 4:00 a.m. to 6:00 p.m.	85 dBA or 87 dBC 65 dBA or 75 dBC

*As established in section 16-82 of the City Code.

(Ord. No. 153-08-A, § 5, 1-22-08; Ord. No. 22-14-A, § 2, 12-9-14)

EXHIBIT D Sunrise City Code Section 9-22

EXHIBIT E 2023 Noise Study by Edward Dugger and Associates

SITE NOISE STUDY

Date: 4 April 2023

To: Stanley Gruber

Oakland Park Florida Associates, LLC
8401 West Oakland Park Boulevard
Sunrise, Florida 33351

From: Sam Shroyer, ASA INCE
Edward Dugger, FAIA ASA NCAC INEC

Re: **Site Noise Study**
Spring Tree Place
8401 West Oakland Park Boulevard
Sunrise, FL 33351
ED+A 221381

Stanley,

Edward Dugger + Associates (ED+A) has assessed potential noise impacts associated with the Spring Tree Place project, proposed for 8401 West Oakland Park Boulevard in Sunrise, Florida. The following report summarizes ED+A's study, much of which was previously documented in ED+A's "Acoustical Measurement Summary" and "Site Noise Study" reports, submitted on June 21, 2022.

This report was prepared to provide further information relating to the sound level calculations and to address the potential use of exterior speakers where orders are placed. Computer models illustrating the propagation of sound from the rooftop mechanical equipment have been prepared, confirming the accuracy of ED+A's previous calculations and further demonstrating compliance. It has also been decided that the facility will not use exterior speakers; orders will be taken by employees outside during busier hours and at the window at other times.

Please contact ED+A with any questions or comments.

Samuel Shroyer, ASA INCE
Senior Consultant

Edward Dugger, FAIA ASA INCE NCAC
Principal

INTRODUCTION

ED+A submitted two reports associated with the proposed Spring Tree Place project on June 21, 2022. These reports document long-term acoustical measurements sampling ambient sound level conditions on the site and calculations performed to estimate the acoustical impact of rooftop mechanical equipment on the property's boundaries. The estimates were conservative in nature as the effect of screening objects that would further attenuate sound, such as the multiple walls on the rooftop, were not included in the calculations. Resulting values were below maximum permissible sound levels prescribed by Sunrise City Code Section 9-22 on both the nearest commercial property boundaries (below 65 dBA) and nearby residential boundaries (below 55 dBA) without considering additional reduction provided by barrier attenuation. The modeled sound levels were also below ambient sound levels measured on the project site. Though ED+A has previously demonstrated compliance with the Sunrise City Code, further evidence supporting this conclusion is included in the following sections.

REGULATORY CRITERIA

Properties immediately adjacent to the project site are commercial future land uses and are in commercial zoning districts. Per Sunrise City Code Section 9-22 Table 1, the sound level limit on the boundaries of the project site would be 65 dBA at all times. However, there are residential properties further north of the; the limits at the nearest boundaries of these properties are 60 dBA between 7:00 and 10:00 p.m. (day) and 55 dBA between 10:00 p.m. and 7:00 a.m. (night). ED+A's prior calculations investigated sound at the project site's boundaries only, while newer models and calculations were prepared to address both boundaries.

RESULTS OF LONG-TERM ACOUSTICAL MEASUREMENTS

ED+A conducted long-term sound level measurements at the project site to document existing ambient sound level conditions, which were found to be generated primarily by the heavily trafficked West Oakland Park Boulevard immediately south of the site.

Ambient sound levels are particularly relevant to this analysis as Sunrise City Code requires that sound level limits listed in Sunrise City Code Section 9-22 be adjusted and that ambient sound levels be considered during sound level measurements. Sunrise City Code Section 9-22 states, "a sound level shall not be considered in violation of the sound level limits set forth… if the measured sound level exceeds the background sound level by less than five (5) decibels." For example, with a limit of 55 dBA to apply, ambient sound levels must be no greater than 50 dBA. If they were measured to be 53 dBA, the

55 dBA limit would then increase to 58 dBA to account for the sound level contributions of background noise.

Ambient sound levels measured at the property indicate that this procedure would be applied when assessing sound generated on the subject property. Aside from early morning hours, A-weighted equivalent continuous (L_{Aeq}), or time-average sound levels, measured over several one-hour periods were at or above the most stringent maximum permissible sound levels included in Sunrise City Code Section 9-22. Twenty-four-hour time-average sound levels ranged from 54 to 56 dBA. Daily time-average sound levels ranged from 56 to 58 dBA during daytime periods (L_{Ad}), and from 50 to 52 dBA at night (L_{An}). As the most restrictive limit of the Sunrise City Code for sound affecting residential properties is 55 dBA—within 5 dB of the measured background sound levels—their values would need to be considered when determining compliance of sound being investigated. Maximum permissible sound levels on residential property boundaries would potentially increase from 55 to 57 dBA at night and from 60 dBA to 61 to 63 dBA during the day. The 65 dBA limit for commercial properties would remain unchanged.

CALCULATIONS

As documented in ED+A's June 21, 2022, report, American National Standards Institute (ANSI), Acoustical Society of America (ASA), and International Organization for Standardization (ISO) standard procedures—specifically ANSI/ASA S12-62-2012 (ISO 9613-2:1996)—were followed to estimate sound levels produced by the rooftop mechanical equipment (RTUs) at the north and west property boundaries. These calculations used data published by the equipment manufacturer to determine the sound level output of the noise sources and project site plans to measure distances from the sound sources to the receiving locations. Sound levels were calculated by applying attenuation factors to the sound power level of the equipment. These initial calculations did not consider additional sound level attenuation provided by rooftop screening structures and other barriers between the sources and receiving locations. These levels were also calculated at an equal height to the sound sources, which eliminates any reduction from the building itself. These results of these calculations are representative of worst-case conditions.

Table 1 includes the results of ED+A's calculations. The same table was also included in a report submitted on June 21, 2022. These levels were calculated at the project site's property boundary. The presented sound levels all comply with the most stringent code requirement of 65 dBA at the property boundary and the residential night sound level limit of 55 dBA, which does not apply on this property boundary but does further to the north. These calculations did not include the effects of rooftop barriers and screening objects which would further reduce these levels. Further investigation was considered

unnecessary as these conservative estimates were found to meet the residential criteria at locations closer to the site than any residential properties. Graphics identifying the distances from the sources to the property line informing these calculations have been included with this report.

Per the City of Sunrise's request, ED+A has prepared graphic models using SoundPLAN Essential 5.1 software to further demonstrate compliance with the code criteria. Both procedures are discussed in the following sections.

ACOUSTICAL MODELING

SoundPLAN Essential 5.1 was utilized to model sound levels generated by the RTUs based on the procedures of ANSI/ASA S12.62-2012 (ISO 9613-2:1996), accounting for geographical features (e.g., ground elevations), existing building structures, sound source locations and sound power levels, and noise generated by nearby roadways. A-weighted sound levels were calculated on the property and throughout the surrounding area. Sound levels were calculated at two elevations: 2 m (6.6 ft) and at 7.5 m (24.6 ft). The latter is roughly equivalent in elevation to the RTUs and is representative of worst-case sound level conditions at the property boundaries. Calculations documented previously were calculated at this height.

Tables 2, 3, 4, and 5 include a complete list of all conditions modeled using SoundPLAN. Not all these models are presented or discussed in this report but may be provided upon request. Each model is identified by a specific number combination and either "SP" or "NM." SP models are "single-point receiver maps," meaning that sound levels are calculated at specific locations only. These graphics show both the day and night sound levels calculated at those locations. The points modeled are located around the subject property's boundary as well as on the southern boundaries of the residential properties to the north. The NM models are grid noise maps, which illustrate sound levels as calculated over a much larger area, depicting how sound propagates to different areas, interacts with obstructing surfaces and/or buildings, and diminishes away from the sources.

The most relevant and informative models for the purpose of this report are as follows:

1-4-1 (SP)	All RTU (2 m above ground)
1-4-2 (SP)	All RTU with barriers (2 m above ground)
1-4-3 (NM)	All RTU (2 m above ground)
1-4-4 (NM)	All RTU with barriers (2 m above ground)
1-5-1 (SP)	All RTU & W Oakland Park Blvd (2 m above ground)
1-5-2 (SP)	All RTU with barriers & W Oakland Park Blvd (2 m above ground)
1-5-3 (NM)	All RTU & W Oakland Park Blvd during day (2 m above ground)

1-5-4 (NM)	All RTU with barriers & W Oakland Park Blvd during day (2 m above ground)
1-5-5 (NM)	All RTU & W Oakland Park Blvd at night (2 m above ground)
1-5-6 (NM)	All RTU with barriers & W Oakland Park Blvd at night (2 m above ground)
2-4-1 (SP)	All RTU (7.5 m above ground)
2-4-2 (SP)	All RTU with barriers (7.5 m above ground)
2-4-3 (NM)	All RTU (7.5 m above ground)
2-4-4 (NM)	All RTU with barriers (7.5 m above ground)
2-5-1 (SP)	All RTU & W Oakland Park Blvd (7.5 m above ground)
2-5-2 (SP)	All RTU with barriers & W Oakland Park Blvd (7.5 m above ground)
2-5-3 (NM)	All RTU & W Oakland Park Blvd during day (7.5 m above ground)
2-5-4 (NM)	All RTU with barriers & W Oakland Park Blvd during day (7.5 m above ground)
2-5-5 (NM)	All RTU & W Oakland Park Blvd at night (7.5 m above ground)
2-5-6 (NM)	All RTU with barriers & W Oakland Park Blvd at night (7.5 m above ground)
3-1-1 (SP)	W Oakland Park Blvd (2 m above ground)
3-1-3 (NM)	W Oakland Park Blvd during day (2 m above ground)
3-1-5 (NM)	W Oakland Park Blvd at night (2 m above ground)
4-1-1 (SP)	W Oakland Park Blvd (7.5 m above ground)
4-1-3 (NM)	W Oakland Park Blvd during day (7.5 m above ground)
4-1-5 (NM)	W Oakland Park Blvd & W Oakland Park Blvd at night (7.5 m above ground)

The models listed above have been included with this report. Review of these documents should provide a reasonable understanding of how the sound generated by the RTUs propagates throughout the area, how it is reduced by the rooftop barriers, and how ambient sound generated by West Oakland Park Boulevard exceeds these sound levels. Sound levels along the residential boundaries are well below the Sunrise City Code limits and sound levels along the subject property's boundaries comply with applicable commercial limits (and the residential limits). Table 6 compares sound levels predicted by ED+A in June 2022 with those calculated by SoundPLAN at the same locations; ED+A's values were all within 0.5 dB of the modeled levels and were greater (i.e., overestimated) at each location.

Both ED+A's June 2022 calculations and March 2023 SoundPLAN models demonstrate that sound generated by the RTUs will comply with relevant Sunrise City Code criteria. Models listed above are attached to this report; other models may be provided upon request.

OTHER NOISE SOURCES

Though included in earlier designs, the menu board will not include loudspeakers. During peak hours, patrons will place their order from employees on an order pad. During less busy hours, patrons can drive directly to the window to place an order.

TABLES

Table 1. Results of Basic Calculations (June 2022)

Receiving Location	Source	Distance [ft]	L_A [dBA]
W Property Boundary	SW R.T.U.	88.0	51.4
W Property Boundary	MID R.T.U.	110.4	49.5
W Property Boundary	NE R.T.U.	131.2	48.0
W Property Boundary	**TOTAL**		**54.6**
NW Property Boundary	SW R.T.U.	165.9	45.9
NW Property Boundary	MID R.T.U.	161.8	46.1
NW Property Boundary	NE R.T.U.	167.2	45.9
NW Property Boundary	**TOTAL**		**50.7**
N Property Boundary	SW R.T.U.	143.4	47.2
N Property Boundary	MID R.T.U.	121.5	48.6
N Property Boundary	NE R.T.U.	107.4	49.7
N Property Boundary	**TOTAL**		**53.4**

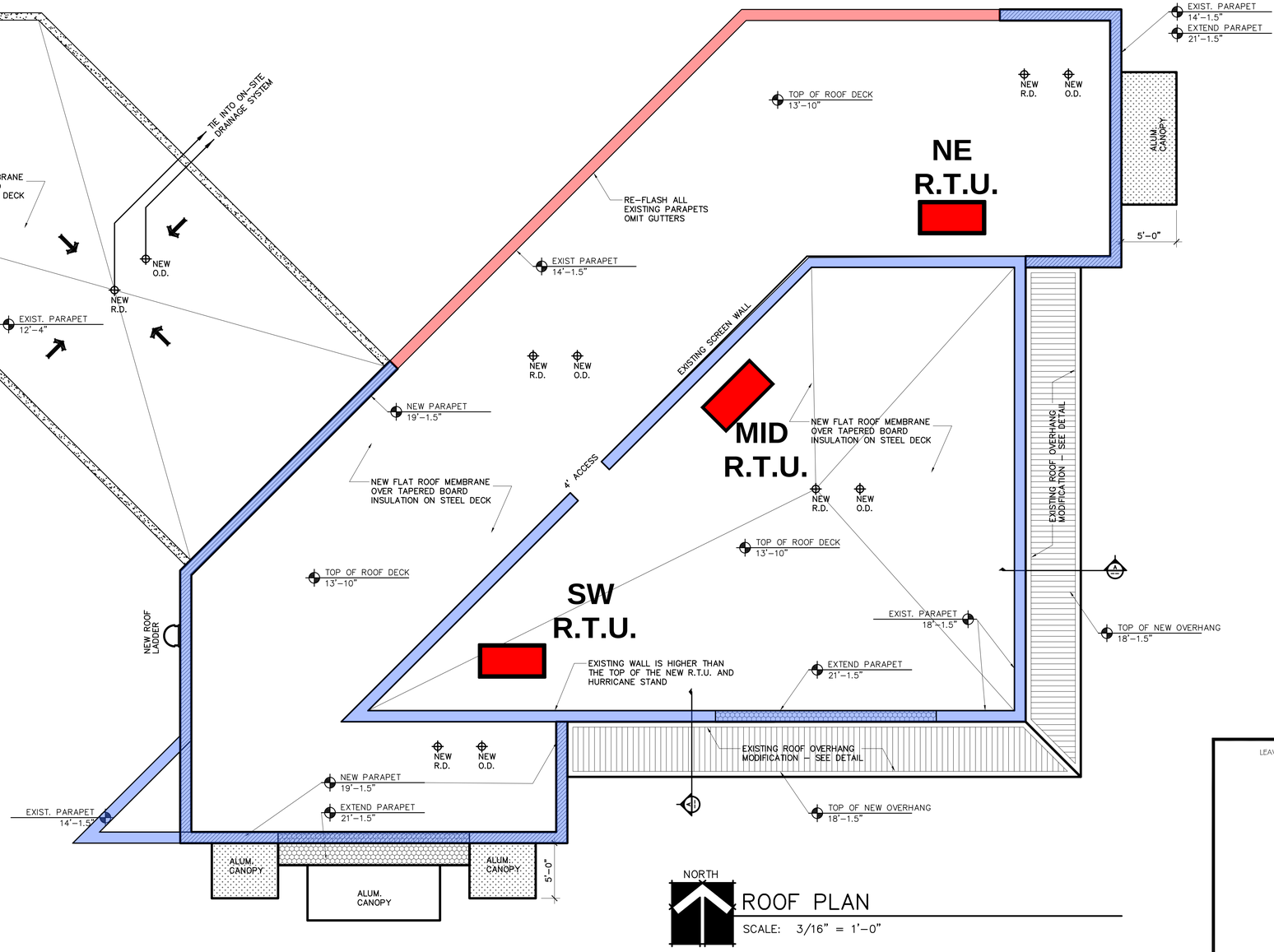
Table 2. RTU Sound Levels Modeled at Various Locations; 2 m elevation				
Model	**Source(s)**	**Elevation**	**Time**	**Mitigation**
1-1-1 (SP)	SW RTU	2 m	All	
1-1-2 (SP)	SW RTU	2 m	All	Barriers
1-1-3 (NM)	SW RTU	2 m	All	
1-1-4 (NM)	SW RTU	2 m	All	Barriers
1-2-1 (SP)	MID RTU	2 m	All	
1-2-2 (SP)	MID RTU	2 m	All	Barriers
1-2-3 (NM)	MID RTU	2 m	All	
1-2-4 (NM)	MID RTU	2 m	All	Barriers
1-3-1 (SP)	NE RTU	2 m	All	
1-3-2 (SP)	NE RTU	2 m	All	Barriers
1-3-3 (NM)	NE RTU	2 m	All	
1-3-4 (NM)	NE RTU	2 m	All	Barriers
1-4-1 (SP)	All RTU	2 m	All	
1-4-2 (SP)	All RTU	2 m	All	Barriers
1-4-3 (NM)	All RTU	2 m	All	
1-4-4 (NM)	All RTU	2 m	All	Barriers
1-5-1 (SP)	All RTU & W Oakland Park Blvd	2 m	All	
1-5-2 (SP)	All RTU & W Oakland Park Blvd	2 m	All	Barriers
1-5-3 (NM)	All RTU & W Oakland Park Blvd	2 m	Day	
1-5-4 (NM)	All RTU & W Oakland Park Blvd	2 m	Day	Barriers
1-5-5 (NM)	All RTU & W Oakland Park Blvd	2 m	Night	
1-5-6 (NM)	All RTU & W Oakland Park Blvd	2 m	Night	Barriers

Table 3. RTU Sound Levels Modeled at Various Locations; 7.5 m elevation				
Model	**Source(s)**	**Elevation**	**Time**	**Mitigation**
2-1-1 (SP)	SW RTU	7.5 m	All	
2-1-2 (SP)	SW RTU	7.5 m	All	Barriers
2-1-3 (NM)	SW RTU	7.5 m	All	
2-1-4 (NM)	SW RTU	7.5 m	All	Barriers
2-2-1 (SP)	MID RTU	7.5 m	All	
2-2-2 (SP)	MID RTU	7.5 m	All	Barriers
2-2-3 (NM)	MID RTU	7.5 m	All	
2-2-4 (NM)	MID RTU	7.5 m	All	Barriers
2-3-1 (SP)	NE RTU	7.5 m	All	
2-3-2 (SP)	NE RTU	7.5 m	All	Barriers
2-3-3 (NM)	NE RTU	7.5 m	All	
2-3-4 (NM)	NE RTU	7.5 m	All	Barriers
2-4-1 (SP)	All RTU	7.5 m	All	
2-4-2 (SP)	All RTU	7.5 m	All	Barriers
2-4-3 (NM)	All RTU	7.5 m	All	
2-4-4 (NM)	All RTU	7.5 m	All	Barriers
2-5-1 (SP)	All RTU & W Oakland Park Blvd	7.5 m	All	
2-5-2 (SP)	All RTU & W Oakland Park Blvd	7.5 m	All	Barriers
2-5-3 (NM)	All RTU & W Oakland Park Blvd	7.5 m	Day	
2-5-4 (NM)	All RTU & W Oakland Park Blvd	7.5 m	Day	Barriers
2-5-5 (NM)	All RTU & W Oakland Park Blvd	7.5 m	Night	
2-5-6 (NM)	All RTU & W Oakland Park Blvd	7.5 m	Night	Barriers

Table 4. West Oakland Park Boulevard SoundPLAN Models; 2 m elevation				
Model	**Source(s)**	**Elevation**	**Time**	**Mitigation**
3-2-1 (SP)	W Oakland Park Blvd	2 m	All	
3-2-2 (SP)	W Oakland Park Blvd	2 m	All	Barriers
3-2-3 (NM)	W Oakland Park Blvd	2 m	Day	
3-2-4 (NM)	W Oakland Park Blvd	2 m	Day	Barriers
3-2-5 (NM)	W Oakland Park Blvd	2 m	Night	
3-2-6 (NM)	W Oakland Park Blvd	2 m	Night	Barriers

Table 5. West Oakland Park Boulevard SoundPLAN Models; 7.5 m elevation				
Model	**Source(s)**	**Elevation**	**Time**	**Mitigation**
4-1-1 (SP)	W Oakland Park Blvd	7.5 m	All	
4-1-2 (SP)	W Oakland Park Blvd	7.5 m	All	Barriers
4-1-3 (NM)	W Oakland Park Blvd	7.5 m	Day	
4-1-4 (NM)	W Oakland Park Blvd	7.5 m	Day	Barriers
4-1-5 (NM)	W Oakland Park Blvd	7.5 m	Night	
4-1-6 (NM)	W Oakland Park Blvd	7.5 m	Night	Barriers

Table 6. Comparison of June 2022 Calculations and February 2023 Models					
Source	**Location**	**Model**	**ED+A**	**SoundPLAN**	**Difference**
SW RTU	W Boundary	2-1-1	51.4	50.9	0.5
MID RTU	W Boundary	2-2-1	49.5	49.1	0.4
RTU 3	W Boundary	2-3-1	48.0	47.7	0.3
ALL	W Boundary	2-3-1	54.6	54.2	0.4
RTU 1	NW Corner	2-1-1	45.9	45.8	0.1
MID RTU	NW Corner	2-2-1	46.1	46.0	0.1
RTU 3	NW Corner	2-2-1	45.9	45.7	0.2
ALL	NW Corner	2-3-1	50.7	50.6	0.1
RTU 1	N Boundary	2-1-1	47.2	47.0	0.2
MID RTU	N Boundary	2-2-1	48.6	48.3	0.3
NE RTU	N Boundary	2-3-1	49.7	49.4	0.3
ALL	N Boundary	2-3-1	53.4	52.9	0.5



ROOF PLAN

SCALE: 3/16" = 1'-0"

LEAVE BLANK - FOR CITY USE ONLY

ED+A acoustics
Edward Dugger + Associates, P.A.
1239 SE Indian Street, Suite 103, Stuart, Florida 34997
T: 772-286-8351 www.edplusa.com AR0010516

prism architecture
AA #26002852
1101 BRICKELL AVE
8TH FLOOR, SOUTH TOWER
MIAMI, FL 33131
561.719.4224 /
INFO@PRISMARCH.COM

OAKLAND PARK FL ASSOCIATES
8401 W OAKLAND PARK BLVD
SUNRISE, FL 33351

SPRING TREE PLACE

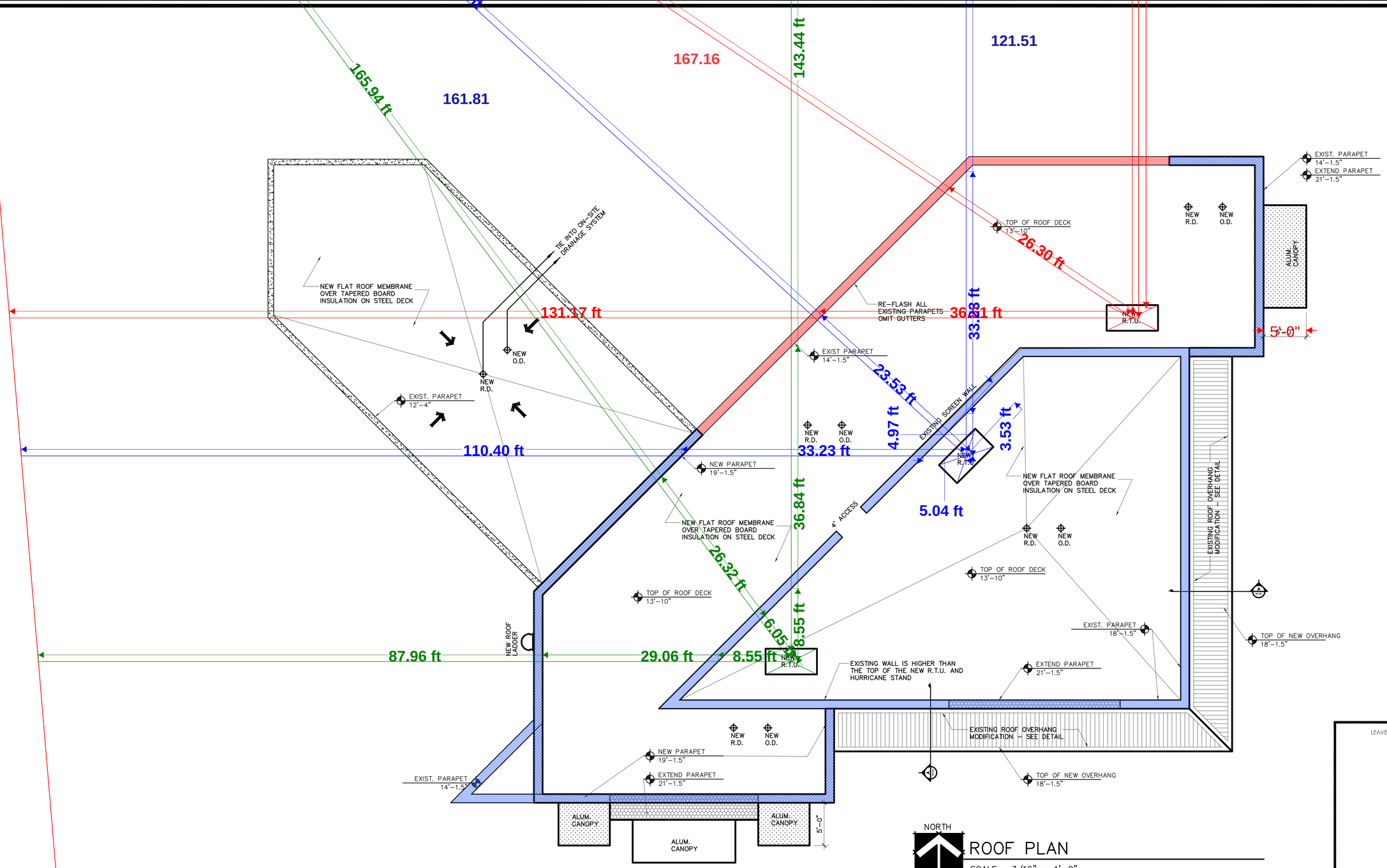
ROOF PLAN

SEAL

JAMES G. CENTANNI, JR. AR #0015973

DATE: 11.18.21

SITE PLAN SHEET NO. A3



NORTH

ROOF PLAN

SCALE: 3/16" = 1'-0"

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SPRING TREE PLACE

ROOF PLAN

SEAL

JAMES G.
CENTANNI, JR.
AR #0015973

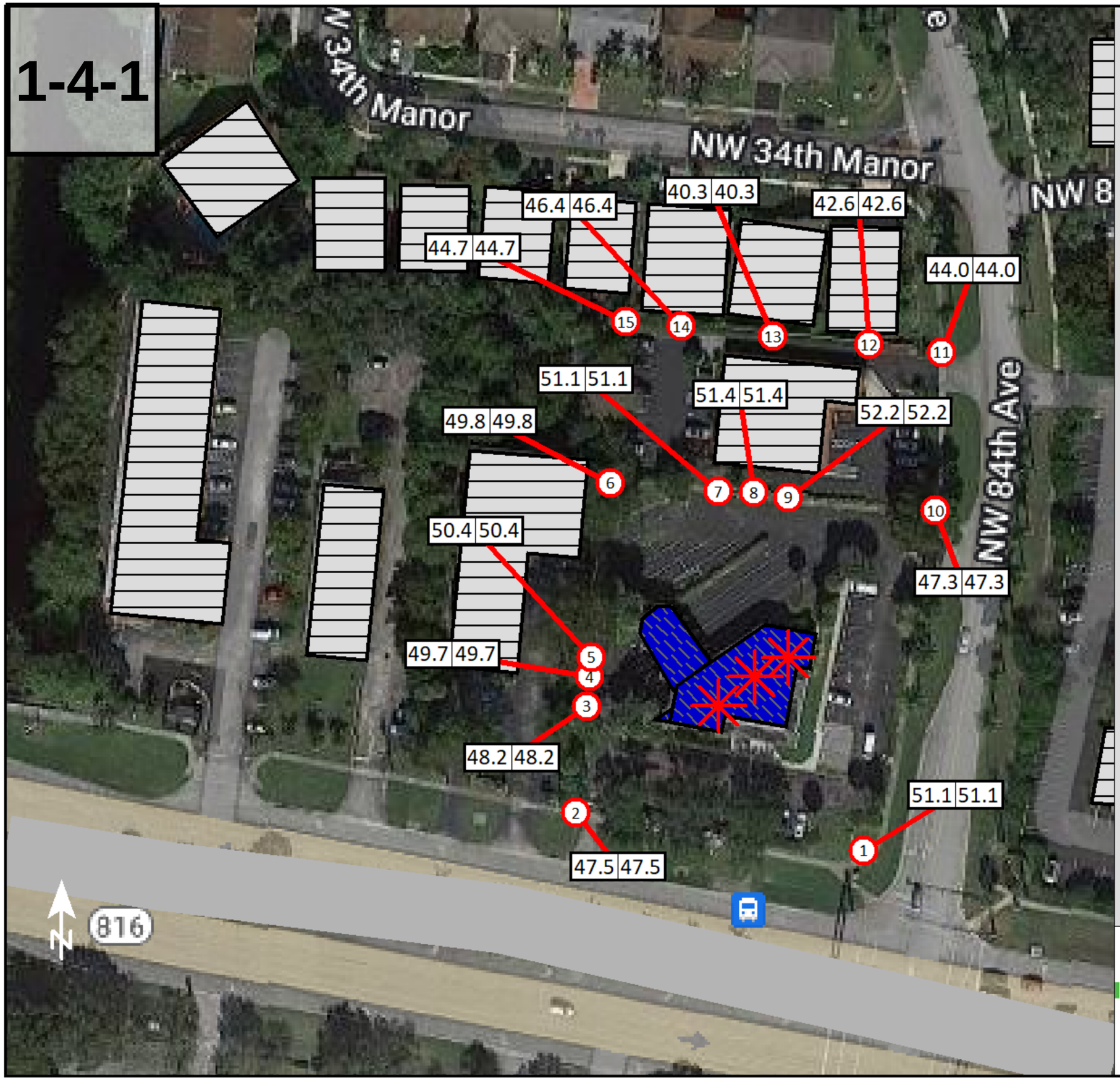
DATE:
11.18.21

SITE PLAN SHEET NO.
A3

1-4-1

Spring Tree Place Receiving Locations
Day & Night Sound Levels
No Rooftop Screening

ALL RTUs



Signs and symbols

- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-4-2

Spring Tree Place Receiving Locations
Day & Night Sound Levels
With Rooftop Screening

ALL RTUs

NW 34th Manor

NW 34th Manor

NW 84th Ave

NW 8

1	47.8	47.8
2	42.8	42.8
3	43.8	43.8
4	46.0	46.0
5	47.0	47.0
6	47.5	47.5
7	49.0	49.0
8	49.0	49.0
9	48.9	48.9
10	42.7	42.7
11	41.1	41.1
12	39.5	39.5
13	40.3	40.3
14	44.7	44.7
15	41.9	41.9

816

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-4-3



Spring Tree Place Noise Grid Map
Day & Night Sound Levels
No Rooftop Screening

ALL RTUs

Signs and symbols

- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-4-4

NW 34th Manor

NW 34th Manor

NW 84th Ave

816

N

Spring Tree Place Noise Grid Map
Day & Night Sound Levels
With Rooftop Screening

ALL RTUs

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-5-1

Spring Tree Place Receiving Locations
Day & Night Sound Levels
No Rooftop Screening

All RTUs
West Oakland Park Boulevard

NW 34th Manor
NW 34th Manor
NW 84th Ave
NW 8
816

1	64.9	59.6
2	65.8	60.2
3	63.5	58.1
4	63.1	57.8
5	62.6	57.5
6	57.0	53.1
7	58.3	54.4
8	59.0	54.9
9	59.2	55.3
10	57.7	52.9
11	55.4	50.4
12	56.7	51.4
13	49.4	44.9
14	55.9	51.2
15	54.5	49.8

Signs and symbols

- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-5-2

Spring Tree Place Receiving Locations
Day & Night Sound Levels
With Rooftop Screening

All RTUs
West Oakland Park Boulevard

NW 34th Manor
NW 34th Manor
NW 84th Ave
816

1	64.8	59.3
2	65.8	60.0
3	63.5	57.8
4	63.0	57.4
5	62.5	57.0
6	56.6	52.1
7	58.0	53.5
8	58.6	54.0
9	58.7	54.0
10	57.4	52.0
11	55.3	49.9
12	56.6	51.0
13	49.3	44.8
14	55.7	50.8
15	54.3	49.1

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-5-3

NW 34th Manor

NW 34th Manor

NW 84th Ave

816

N

Spring Tree Place Noise Grid Map
Day Sound Levels
No Rooftop Screening

All RTUs
West Oakland Park Boulevard

Signs and symbols

- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-5-4

NW 34th Manor

NW 84th Ave

816

Spring Tree Place Noise Grid Map
Day Sound Levels
With Rooftop Screening

All RTUs
West Oakland Park Boulevard

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

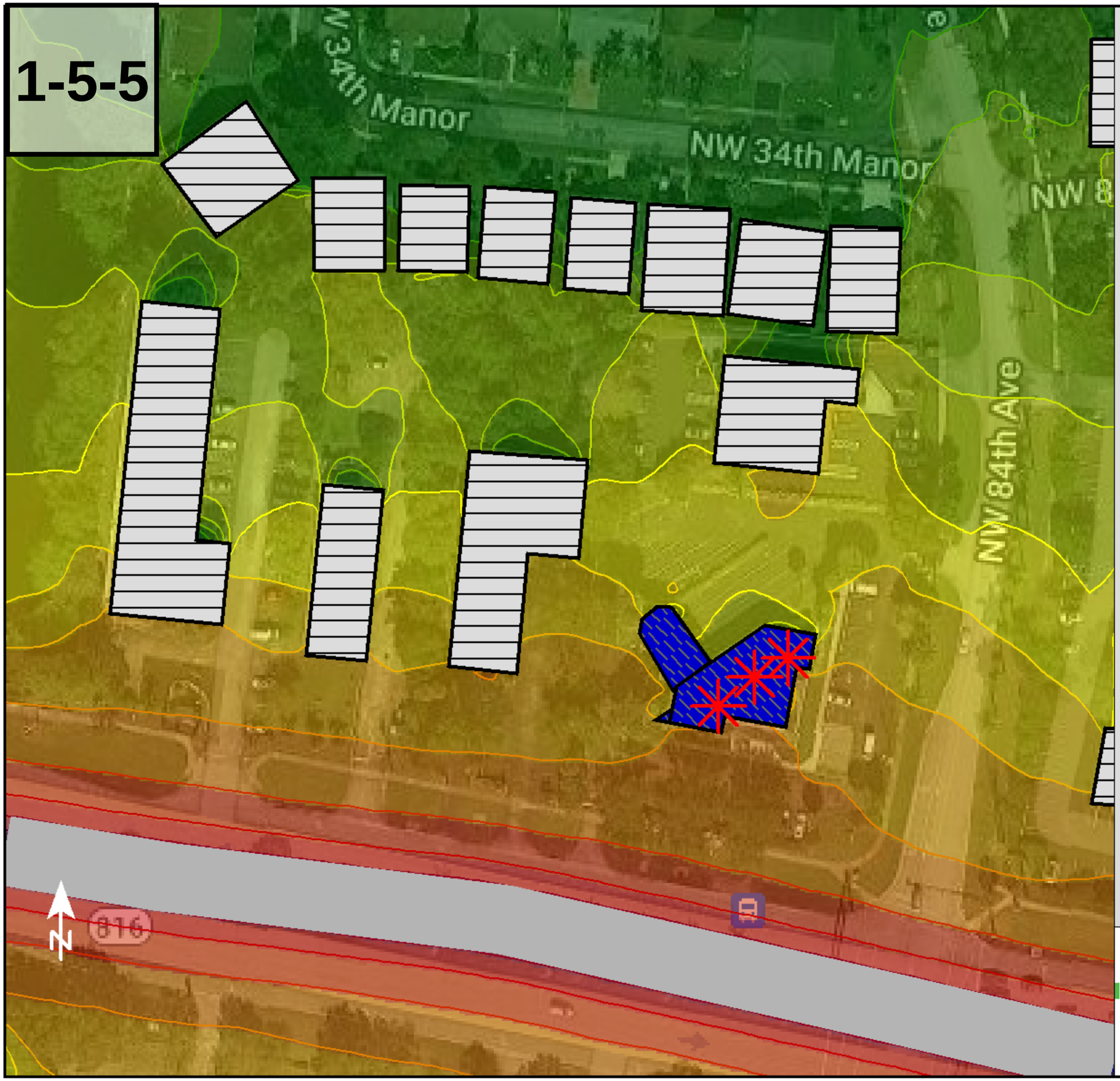
< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-5-5



Spring Tree Place Noise Grid Map
Night Sound Levels
No Rooftop Screening

All RTUs
West Oakland Park Boulevard

Signs and symbols

- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

- < 45
- 45 - 47
- 47 - 49
- 49 - 51
- 51 - 53
- 53 - 55
- 55 - 57
- 57 - 59
- 59 - 61
- 61 - 63
- 63 - 65
- 65 - 67
- 67 - 69
- >= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1-5-6

NW 34th Manor

NW 34th Manor

NW 84th Ave

816

N

Spring Tree Place Noise Grid Map
Night Sound Levels
With Rooftop Screening

All RTUs
West Oakland Park Boulevard

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-4-1

Spring Tree Place Receiving Locations
Day & Night Sound Levels
No Rooftop Screening

All RTUs

Sound levels calculated at same elevation as RTUs

NW 34th Manor

NW 84th Ave

816

	Day	Night
1	52.1	52.1
2	51.7	51.7
3	54.0	54.0
4	54.2	54.2
5	54.2	54.2
6	50.6	50.6
7	52.6	52.6
8	52.9	52.9
9	53.0	53.0
10	50.7	50.7
11	46.5	46.5
12	47.3	47.3
13	47.6	47.6
14	47.0	47.0
15	46.2	46.2

Signs and symbols

- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-4-2

Spring Tree Place Receiving Locations
Day & Night Sound Levels
With Rooftop Screening

All RTUs

Sound levels calculated at same elevation as RTUs

NW 34th Manor

NW 34th Manor

NW 84th Ave

NW 8

15	42.3	42.3
14	42.8	42.8
13	43.3	43.3
12	43.1	43.1
11	43.3	43.3
10	46.9	46.9
9	48.5	48.5
8	48.3	48.3
7	48.0	48.0
6	46.0	46.0
5	50.2	50.2
4		
3	49.2	49.2
2	48.4	48.4
1	47.5	47.5

816

N

Signs and symbols

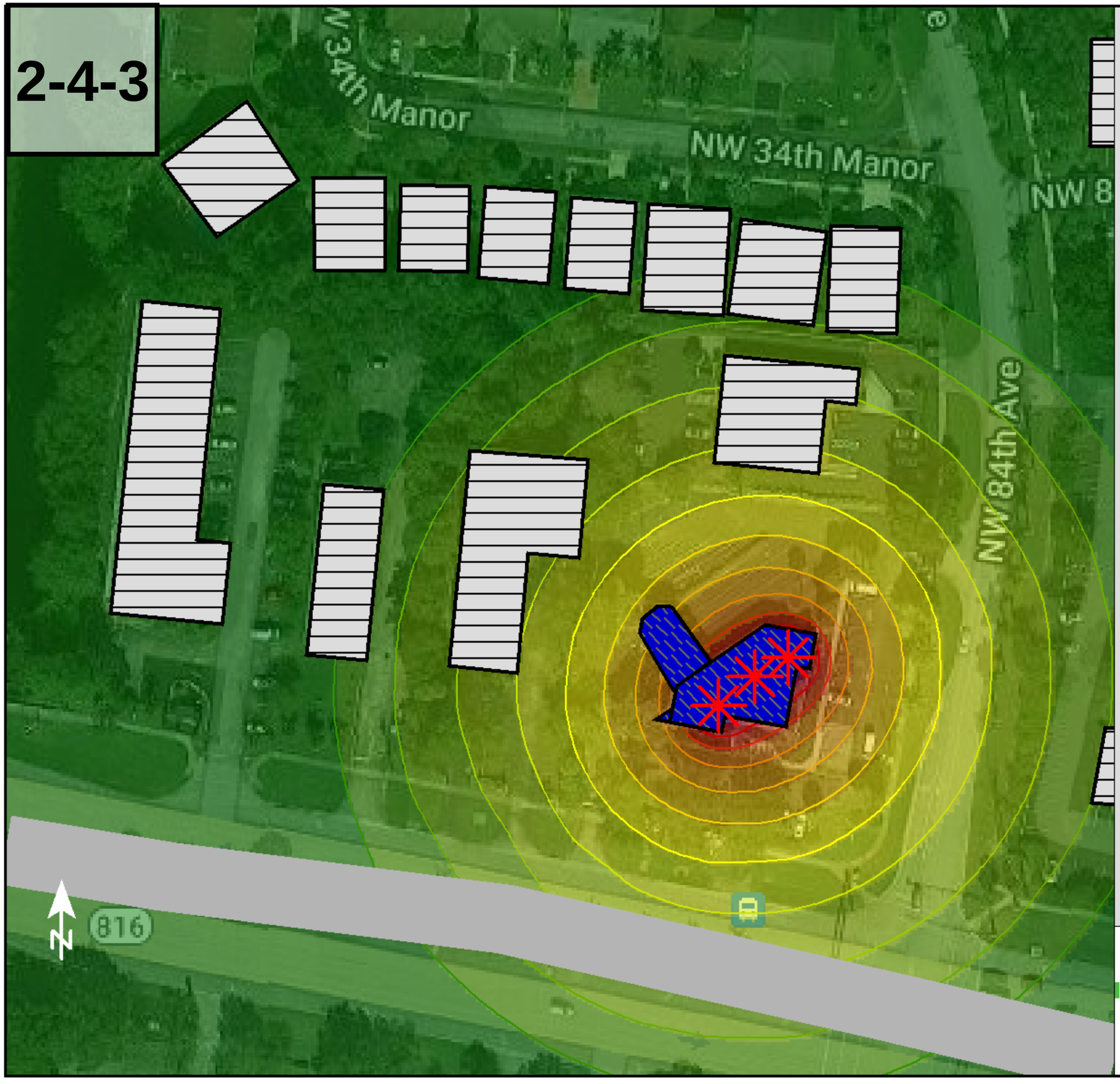
- Rooftop Screening Wall
- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-4-3



Spring Tree Place Noise Grid Map
Day & Night Sound Levels
No Rooftop Screening

All RTUs

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

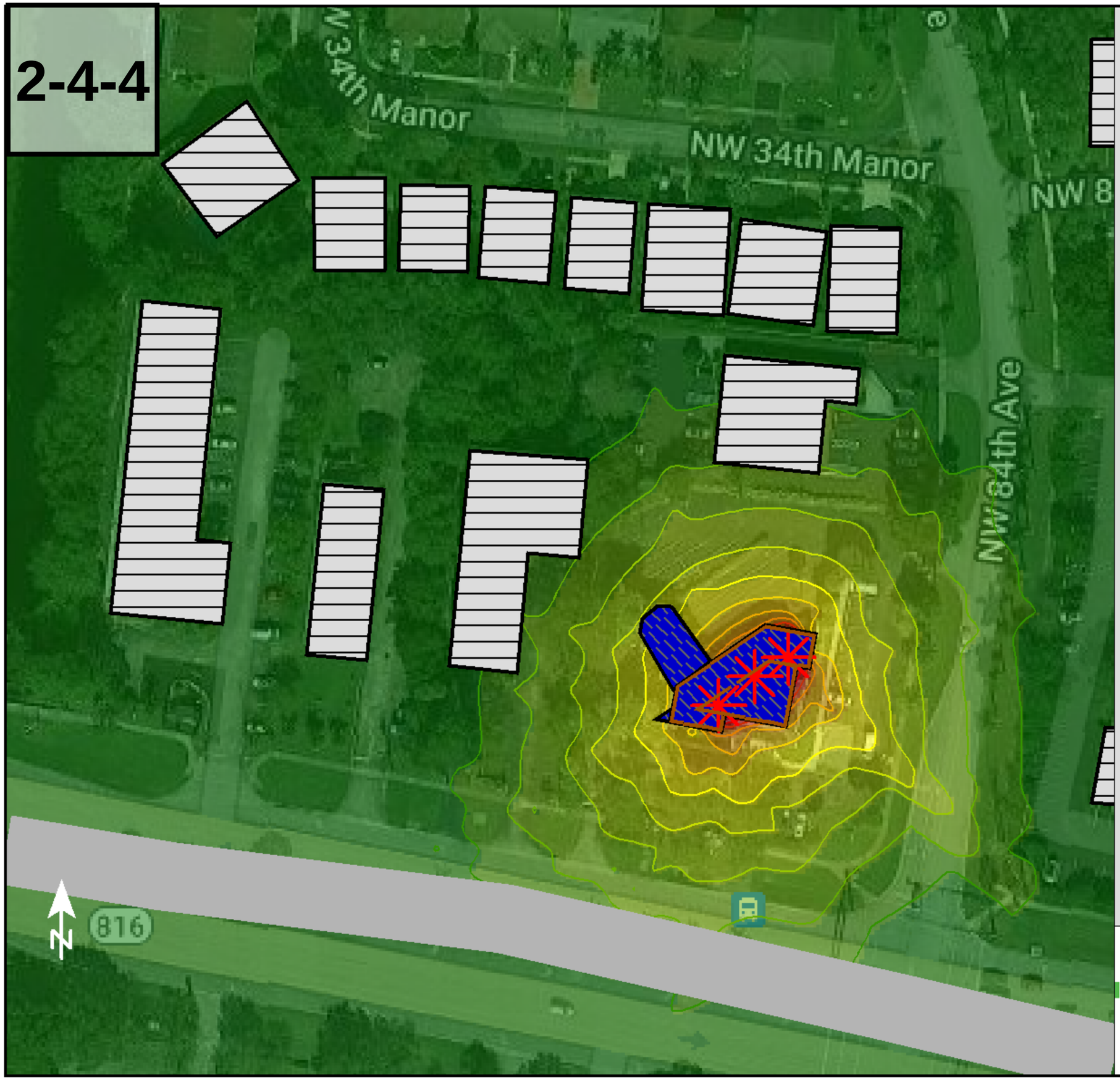
< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-4-4



Spring Tree Place Noise Grid Map
Day & Night Sound Levels
With Rooftop Screening

All RTUs

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

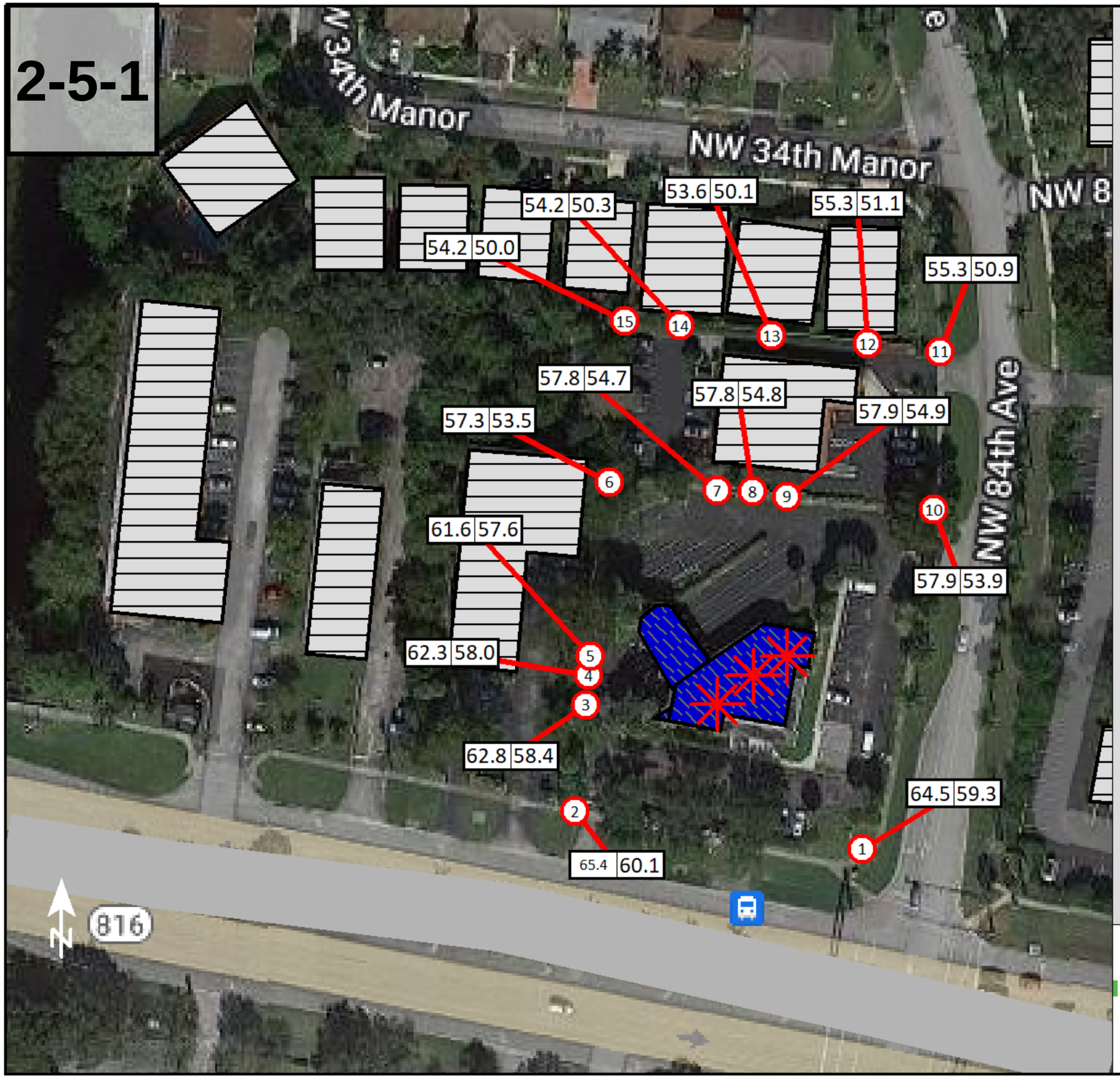
< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-5-1



Spring Tree Place Receiving Locations
Day & Night Sound Levels
No Rooftop Screening

All RTUs
West Oakland Park Boulevard

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-5-2

Spring Tree Place Receiving Locations
Day & Night Sound Levels
With Rooftop Screening

All RTUs
West Oakland Park Boulevard

Sound levels calculated at same elevation as RTUs

NW 34th Manor
NW 34th Manor
NW 84th Ave
816

1	64.3	58.8
2	65.3	59.7
3	62.4	57.2
4	61.9	56.8
5	61.1	56.0
6	56.4	51.6
7	56.6	52.3
8	56.5	52.3
9	56.7	52.4
10	57.2	52.4
11	55.0	50.0
12	54.7	49.7
13	52.8	48.1
14	53.6	48.7
15	53.7	48.7

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-5-3

NW 34th Manor

NW 34th Manor

NW 84th Ave

816

N

Spring Tree Place Noise Grid Map
Day Sound Levels
No Rooftop Screening

All RTUs
West Oakland Park Boulevard

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-5-4

NW 34th Manor

NW 34th Manor

NW 84th Ave

816

N

Spring Tree Place Noise Grid Map
Day Sound Levels
With Rooftop Screening

All RTUs
West Oakland Park Boulevard

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

2-5-5



Spring Tree Place Noise Grid Map
Night Sound Levels
No Rooftop Screening

All RTUs
West Oakland Park Boulevard

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

1081

2-5-6



Spring Tree Place Noise Grid Map
Night Sound Levels
With Rooftop Screening

All RTUs
West Oakland Park Boulevard

Sound levels calculated at same elevation as RTUs

Signs and symbols

- Rooftop Screening Wall
- Project Building
- Building
- Point source
- West Oakland Park Boulevard

Levels in dB(A)

< 45
45 - 47
47 - 49
49 - 51
51 - 53
53 - 55
55 - 57
57 - 59
59 - 61
61 - 63
63 - 65
65 - 67
67 - 69
>= 69

1 : 1081

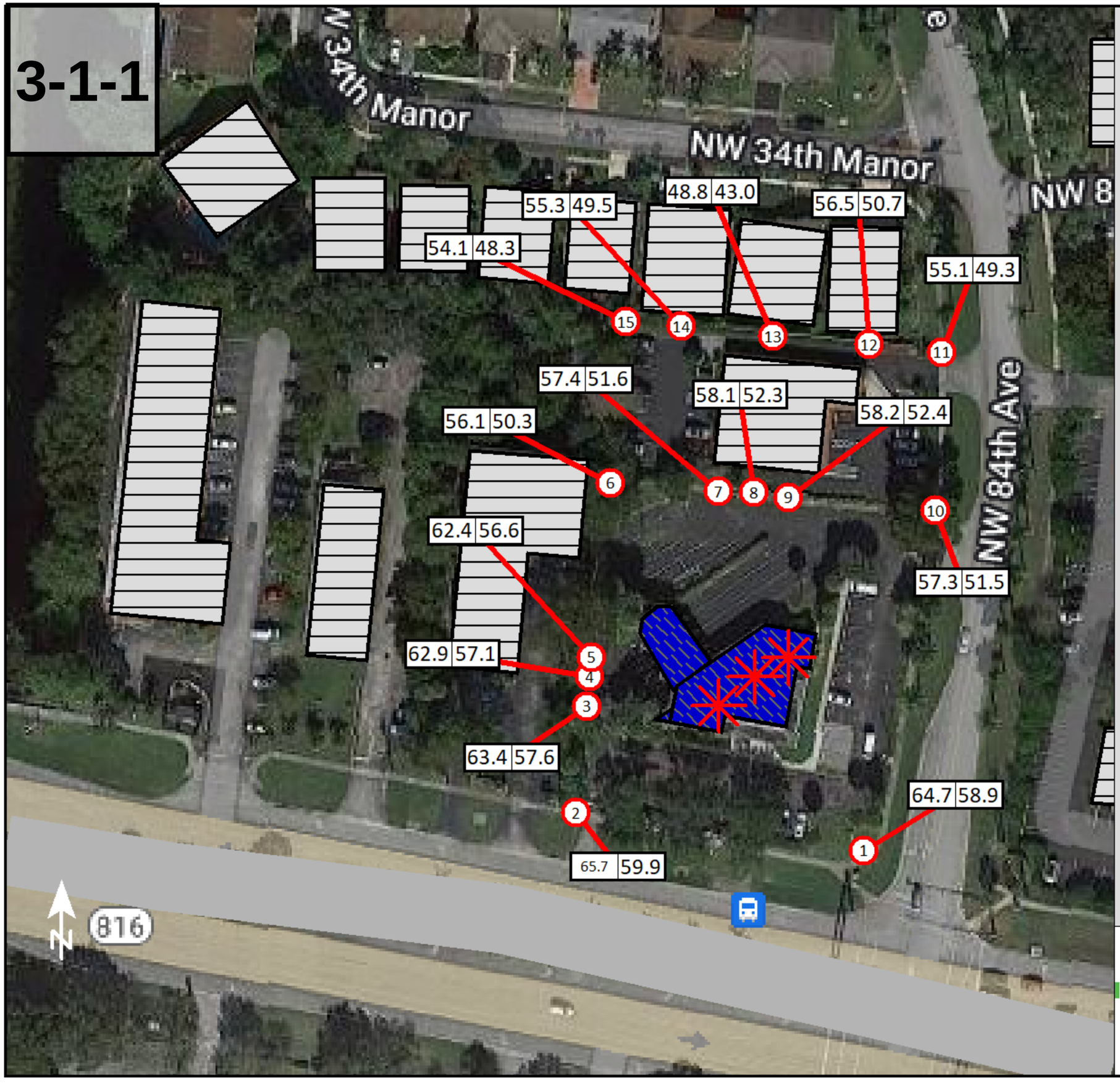
0 5 10 20 30 40 m

ED+A acoustics

3-1-1

Spring Tree Place Receiving Locations
Day & Night Sound Levels
No Rooftop Screening

West Oakland Park Boulevard



Signs and symbols

- Project Building
- Building
- Receiving Location
- Point source
- West Oakland Park Boulevard

1 : 1081

0 5 10 20 30 40 m

ED+A acoustics

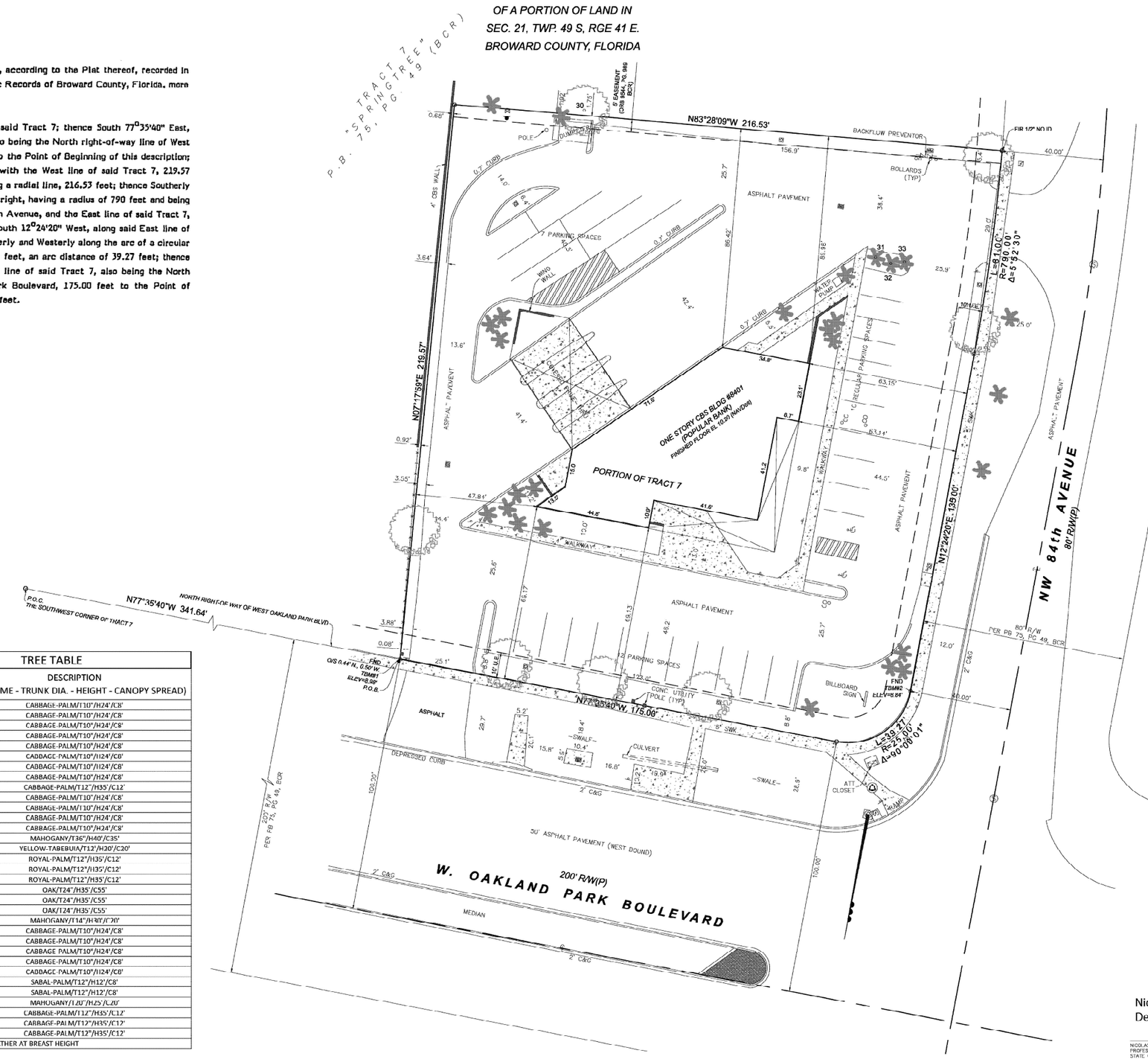
MAP OF ALTA / NSPS LAND TITLE SURVEY

OF A PORTION OF LAND IN
SEC. 21, TWP. 49 S, RGE 41 E.
BROWARD COUNTY, FLORIDA

CERTIFICATE OF AUTHORIZATION # LB-8023
Survey Pros, Inc.
4348 SW 74TH AVENUE, MIAMI, FL. 33155
PH: (305) 767-6802 (main)
MIAMI-DADE | BROWARD | PALM BEACH | MONROE | HILLSBOROUGH | PINELLAS
www.survey-pros.com

All that part of Tract 7, SPRINGTREE, according to the Plat thereof, recorded in Plat Book 75, at Page 49, of the Public Records of Broward County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Tract 7; thence South 77°35'40" East, along the South line of said Tract 7, also being the North right-of-way line of West Oakland Park Boulevard, 341.64 feet to the Point of Beginning of this description; thence North 07°17'59" East, parallel with the West line of said Tract 7, 219.57 feet; thence South 83°28'09" East, along a radial line, 216.53 feet; thence Southerly along the arc of a circular curve to the right, having a radius of 790 feet and being the West right-of-way line of N.W. 84th Avenue, and the East line of said Tract 7, an arc distance of 81.00 feet; thence South 12°24'20" West, along said East line of Tract 7, 135.00 feet; thence Southwesterly and Westerly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 39.27 feet; thence North 77°35'40" West, along the South line of said Tract 7, also being the North right-of-way line of West Oakland Park Boulevard, 175.00 feet to the Point of Beginning. Containing 48,108.73 square feet.



LEGEND
ABBREVIATIONS:
A = ARC DISTANCE
AC = AIR CONDITIONING PAD
BCR = BROWARD COUNTY RECORDS
BLDG = BUILDING
BOW = BACK OF WALK
BRG = BASIS OF BEARINGS
CBS = CONCRETE BLOCK & STUCCO
(C) = CALCULATED
C&G = CURB & GUTTER
CLF = CHAIN LINK FENCE
CM = CONCRETE
D.E. = DRAINAGE EASEMENT
D.M.E. = DRAINAGE & MAINTENANCE EASEMENT
D/W = DRIVEWAY
EB = ELECTRIC BOX
ENC. = ENCROACHMENT
EOP = EDGE OF PAVEMENT
EW = EDGE OF WATER
FDH = FOUND DRILL HOLE
FFE = FINISHED FLOOR ELEVATION
FIR = FOUND IRON PIPE (NO ID)
FIR = FOUND IRON ROD (NO ID)
FND = FOUND
FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
L.E. = LANDSCAPE EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
MBCR = MIAMI-DADE COUNTY RECORDS
MH = MAN HOLE
ML = MONUMENT LINE
(N) = NAIL
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PL = PARK LEASEHOLD TYPE
PG = PAGE
PI = POINT OF INTERSECTION
PL = PLAT LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
PVMT = PAVEMENT
(R) = RECORD
R/W = RIGHT-OF-WAY
RFS = REFERENCE
SIP = SET 1/2"IRROD
SND = SET NAIL & DISK LB#8023
SSMH = SANITARY SEWER MANHOLE
(TYP) = TYPICAL
UB = UTILITY BOX
U.E. = UTILITY EASEMENT
W/F = WOOD FENCE

SYMBOLS:
= TELEPHONE RISER
= CABLE TV RISER
= WATER METER
X 0.00 = ELEVATION
(007') = ORIGINAL LOT DISTANCE
Δ = CENTRAL ANGLE
℄ = CENTER LINE
= WATER VALVE
= CURB INLET
= FIRE HYDRANT
= LIGHT POLE
= CATCH BASIN
= UTILITY MAN HOLE
= DRAINAGE MANHOLE
= SEWER MANHOLE
= METAL FENCE
= WOOD FENCE
= CHAIN LINK FENCE
= EASEMENT
= BOUNDARY LINE
= OVERHEAD UTILITY LINE
= ORIGINAL LOT LINE
ASPHALT, CONCRETE, PAVERS/BRICK, TILES, COVERED AREA

GRAPHIC SCALE
20 0 10 20
1"=20'

TREE TABLE	
TREE #	DESCRIPTION (TREE NAME - TRUNK DIA. - HEIGHT - CANOPY SPREAD)
1	CABBAGE-PALM/T10"/H24'/C8'
2	CABBAGE-PALM/T10"/H24'/C8'
3	CABBAGE-PALM/T10"/H24'/C8'
4	CABBAGE-PALM/T10"/H24'/C8'
5	CABBAGE-PALM/T10"/H24'/C8'
6	CADBAGE-PALM/T10"/H24'/C8'
7	CABBAGE-PALM/T10"/H24'/C8'
8	CABBAGE-PALM/T10"/H24'/C8'
9	CABBAGE-PALM/T12"/H35'/C12'
10	CABBAGE-PALM/T10"/H24'/C8'
11	CABBAGE-PALM/T10"/H24'/C8'
12	CABBAGE-PALM/T10"/H24'/C8'
13	CABBAGE-PALM/T10"/H24'/C8'
14	MAHOGANY/T36"/H40'/C35'
15	YELLOW-TABEBUIA/T13"/H20'/C20'
16	ROYAL-PALM/T12"/H35'/C12'
17	ROYAL-PALM/T12"/H35'/C12'
18	ROYAL-PALM/T12"/H35'/C12'
19	OAK/T24"/H35'/C55'
20	OAK/T24"/H35'/C55'
21	OAK/T24"/H35'/C55'
22	MAHOGANY/T14"/H40'/C20'
23	CABBAGE-PALM/T10"/H24'/C8'
24	CABBAGE-PALM/T10"/H24'/C8'
25	CABBAGE PALM/T10"/H24'/C8'
26	CABBAGE-PALM/T10"/H24'/C8'
27	CADBAGE-PALM/T10"/H24'/C8'
28	SABAL-PALM/T12"/H12'/C8'
29	SABAL-PALM/T12"/H12'/C8'
30	MAHOGANY/T20"/H25'/C20'
31	CABBAGE-PALM/T12"/H35'/C12'
32	CABBAGE-PALM/T12"/H35'/C12'
33	CABBAGE-PALM/T12"/H35'/C12'

TREE TRUNK DIAMETER GATHER AT BREAST HEIGHT

SCHEDULE B II, EXCEPTIONS:
PREPARED BY: ATTORNEY'S TITLE FUND SERVICES, INC.
FUND FILE NO.: 1568348
DATE: 06/19/2024

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I— REQUIREMENTS ARE MET. NOT SURVEY RELATED
2. A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2024 AND SUBSEQUENT YEARS. NOT SURVEY RELATED
B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. NOT SURVEY RELATED
C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. SEE ENCROACHMENT NOTES
D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. NOT SURVEY RELATED
E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. NOT SURVEY RELATED
3. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS. NOT SURVEY RELATED
4. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN, AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. NOT SURVEY RELATED
5. ALL MATTERS CONTAINED ON THE PLAT OF SPRINGTREE, AS RECORDED IN PLAT BOOK 75, PAGE 49, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. CLARIFY IN NATURE.
6. DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED IN O.R. BOOK 4891, PAGE 25, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. NOT SURVEY RELATED
7. EASEMENT RECORDED IN O.R. BOOK 9544, PAGE 988, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
8. RELEASE OF RESERVATION RECORDED IN O.R. BOOK 4967, PAGE 941; O.R. BOOK 4967, PAGE 943; O.R. BOOK 4967, PAGE 945; O.R. BOOK 4967, PAGE 947; O.R. BOOK 4967, PAGE 949; O.R. BOOK 4967, PAGE 951; O.R. BOOK 4967, PAGE 953; O.R. BOOK 4967, PAGE 955; O.R. BOOK 4967, PAGE 957; O.R. BOOK 4967, PAGE 959; O.R. BOOK 4967, PAGE 961; O.R. BOOK 4967, PAGE 963, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
9. RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES. NOT SURVEY RELATED

PROPERTY ADDRESS:
8401 W. OAKLAND PARK BOULEVARD, SUNRISE, FL. 33351

FLOOD ZONE INFORMATION:
THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE X
BASE FLOOD ELEVATION N/A
COMMUNITY NAME & NUMBER SUNRISE 120328
MAP & PANEL NUMBER 12011C0345 SUFFIX H

SURVEYOR'S NOTES:
1. ELEVATIONS WERE TAKEN WITH TO 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 1988)
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE WITHOUT WRITTEN CONSENT OF THIS FIRM.
4. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB# 8023.
5. THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AS PROVIDED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR ITS REPRESENTATIVE.
6. FENCE OWNERSHIP IS NOT DETERMINED.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND/OR REPORT BY SOMEONE OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
8. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON DEED. THE SOUTH LINE OF SUBJECTS PROPERTY BEARS N77°35'40"W.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUE.

CERTIFIED TO:
OAKLAND WB 11, INC.

REVISIONS:
09/15/2021 – UPDATED SURVEY (NO CHANGES), JOB#210910176
01/28/2022 – UPDATE TO ALTA SURVEY, JOB#20057727
04/11/2023 – UPDATE SURVEY, JOB#240418207
08/13/2024 – UPDATE SURVEY, JOB#240811412

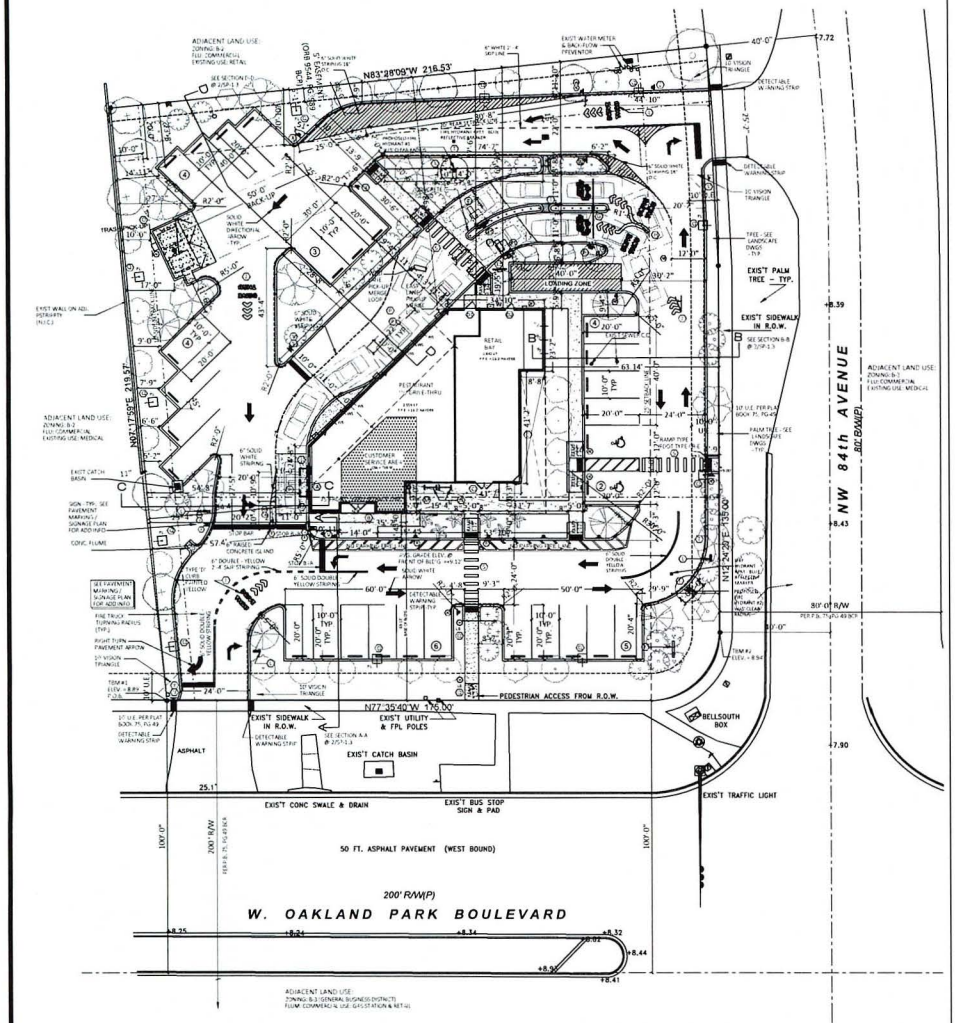
Nicolas Del Vento
Digitally signed by Nicolas Del Vento
Date: 2024.09.19 16:34:36-05'00'

NICOLAS DEL VENTO
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6945

SEAL

DATE OF ORIGINAL FIELD WORK: 05/16/20
JOB#: 20095691
DRAWN BY: PABLO
CAD FILE: OAKLAND WB 11 INC
SHEET 1 OF 1

Dwg. No. E-1



1 — SITE PLAN

1"=20'-0" — NORTH

NOTE: NOT TO SCALE IF PLOTTED ON 11" X 17"

SITE DATA

TOTAL SITE AREA (GROSS) =	81,519	SQ.FT.
GROSS ACRES =	1.87	ACRES
TOTAL SITE AREA (NET) =	48,106	SQ.FT.
NET ACRES =	1.10	ACRES
EXISTING / FUTURE LAND USE:		COMMERCIAL
CURRENT ZONING:	B-2	COMMUNITY BUSINESS DISTRICT
EXISTING USE:		BANK BUILDING
PROPOSED USE:		RESTAURANT W DRIVE THRU / RETAIL
PARCEL ID NUMBER:		4941 21 03 0165
GROSS FLOOR AREA =		4,201 S.F.
PLOT AREA =		+/-216.3' x 219.57'
PLOT COVERAGE =		4,201 S.F.
F.A.R. RATIO (4,201 SF / 48,106 SF) =		.08
TOTAL PERVIOUS AREA =	14,148 S.F.	29.4%
TOTAL IMPERVIOUS AREA =	33,958 S.F.	70.6%

BUILDING AREA COMPUTATIONS

AREA	TOTALS
EXISTING BUILDING FOOTPRINT =	4,296 S.F.
PROPOSED BUILDING FOOTPRINT =	4,201 S.F.
(AREA CALCULATIONS ARE TO EXTERIOR FACE OF WALL & CENTER LINE OF COMMON WALLS)	
RESTAURANT SPACE #1 =	2,559 S.F.
VACANT TENANT SPACE #2 =	1,642 S.F.
EXIST BUILDING HEIGHT:	15'-2"
PROPOSED BUILDING HEIGHT:	22'-10"
MAX BUILDING HEIGHT:	4 STORIES OR 60 FT. WHICH EVER IS LESS

AREA CALCULATIONS:

	AREA		%
TOTAL BUILDINGS FOOTPRINT =	4,201	SQ.FT.	8.7%
WALKWAY/ DUMPSTER =	2,020	SQ.FT.	4.2%
MIN. PERVIOUS AREAS = 15% = 7,216 SQ. FT.			
PROPOSED PERVIOUS AREAS =	14,148	SQ.FT.	29.4%
PAVING / CONC. CURBS / FIN WALLS =	27,737	SQ.FT.	57.7%
TOTAL SITE AREA =	48,106	SQ.FT.	100 %
MINIMUM PEDESTRIAN ZONE =	2,221	SQ.FT.	4.6%
PROPOSED PEDESTRIAN ZONE =	2,742	SQ.FT.	5.7%

PARKING CALCULATIONS

REQUIRED	SITE PLAN (GRAPHICALLY NOTED)
FAST FOOD RESTAURANT	PARKING
• 1/50 GSA = 15 SPACES (MIN. 20 SPACES)	○ 26 STANDARD PARKING SPACES ○ 2 ADA PARKING SPACES ○ 1 LOADING SPACE
• EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW	
• FOUR STACKING SPACES FROM MENU BOARD	28 STANDARD PARKING SPACES ○ EIGHT STACKING SPACES FROM 1ST TAKE-OUT WINDOW ○ 4 STACKING SPACES FROM MENU BOARD
RETAIL STORE: • 1/250 GFA = 7 SPACES OFF STREET LOADING • ONE (1) SPACE	

BUILDING SETBACK REQUIREMENTS

LOCATION	REQUIRED	PROVIDED	NOTES:
SOUTH	75'	69.13'	EXISTING
EAST	25'	63.14'	EXISTING
NORTH	20'	86.42'	FACE OF BUILDING
WEST	10'	54.4'	FACE OF BUILDING CANOPY

LEGEND

- -E- OVERHEAD ELECTRIC LINES
- -X- CHAIN LINK/WOOD FENCE
- PSTRIPRTY CORNER / TRANSITION MARK
- SETBACK LINE
- NO PARKING CURB PAINT FINISH
- 6" WHITE LINE STRIPING
- PSTRIPRTY BOUNDARY LINE
- TENANT SEPARATION WALL
- CLEAN-OUT
- CONCRETE FINISH
- PEDESTRIAN ZONE
- CATCH BASIN
- STOREFRONT SYSTEM
- EXTERIOR MASONRY WALL
- STOREFRONT ENTRANCE
- REAR SERVICE DOOR
- VEHICLE IN QUEUE 10' x 22' SPACE
- TREE / PALM TREE SEE LANDSCAPE PLANS
- LB WALKWAY LIGHT BOLLARD
- PL WHOLE LIGHT FIXTURE
- 2' SOLID WHITE STOP BAR
- SIGN
- DETECTABLE WARNING
- ELEVATION VIEW LOCATION
- 10' VISION TRIANGLE

(A) DRIVE THROUGH WINDOW LOCATION
(B) RESTAURANT MAIN ENTRANCE / STOREFRONT WINDOWS
(C) RETAIL BAY MAIN ENTRANCE / STOREFRONT WINDOWS
(D1) 42" WIDE x 7'-0" HIGH REAR SERVICE DOOR
(D2) 36" WIDE x 7'-0" HIGH REAR SERVICE DOOR
(E1) ORDER CANOPY / SPEAKER UNDER COVERED CANOPY
(E2) FREE STANDING DIGITAL MENU BOARD
(E3) ALL-IN ONE MENU BOARD / SPEAKER UNDER COVERED CANOPY
(F) PREVIEW BOARD
(G) 9'-0" CLR. HT. DOUBLE CLEARANCE BAR
(H) DRIVE THROUGH LANE START GRAPHICS
(I) 4" PIPE BOLLARDS (@ 3'-0" O.C. @ DRIVE-THRU)
(J) DRIVE THROUGH WAYS FINDING GRAPHICS
(K) EXIST MONUMENT SIGN W/ NEW GRAPHICS
(L) DIRECTIONAL SIGN W/ARROW
(M) EXTERIOR TRASH CAN
(N) BICYCLE RACK
(O) TRASH ENCLOSURE - SEE 1/C-3
(P) UNDERGROUND LOOP DETECTOR
(Q) SITE LIGHT FIXTURE
(R) NO PARKING FIRE LANE & SIGNAGE
(S) PEDESTRIAN CROSS WALK MARKING
(T) FIRE HYDRANT
(U) DRIVE-THRU CANOPY ABOVE
(V) STOP SIGN
(W) YIELD SIGN
(X) DO NOT ENTER SIGN
(Y) RIGHT TURN ONLY SIGN
(Z) NO LEFT TURN SIGN
(AA) YIELD TO CAR EXITING DRIVE-THRU
(AB) NO PARKING LOADING ZONE
(AC) MERGE LEFT SIGN
(AD) PEDESTRIAN CROSSING SIGN W/ ARROW
(AE) DISABLE ACCESS PARKING SIGN
(AF) ROOF ACCESS LADDER
(AG) LANDSCAPE SPRINKLER SYSTEM CONTROLLER BELOW GROUND

GENERAL NOTES:

ALL MECHANICAL EQUIPMENT ON THE ROOF OR GROUND WILL BE FULLY SCREENED BY PARAPET OR EQUIPMENT SCREEN THAT ARE EQUAL OR TALLER THAN THE EQUIPMENT. THE EQUIPMENT WILL ALSO BE BUFFERED TO MITIGATE NOISE.

ALL SIGAGE INCLUDING THE MONUMENT SIGN TO BE APPROVED UNDER SEPARATE PERMITTING.

SITE DESIGN IS BASED ON THE 2023 FLORIDA ACCESSIBLE CODE, 8th EDITION

NO ALCOHOL SALES TO BE SERVED IN THE RESTAURANT.

DUNKIN' RESTAURANT AND RETAIL BAY TO POST SIGNAGE TO INDICATE HOURS OF OPERATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION APPROVAL REQUIRED FOR ALL OFF-SITE WORK.

NO OUTDOOR SPEAKERS EXCEPT FOR THE TWO ORDER CANOPY LOCATIONS.

DRIVE THRU CONSIST'S OF DOUBLE ORDER LANES THAT MERGE TOGETHER AFTER THE ORDER MENU BOARDS AND PRIOR TO THE WINDOW PICK UP AREA. ALL VEHICULAR MOVEMENT IS MONITORED THROUGH BELOW GRADE DETECTION LOOPS.

LEAVE BLANK - FOR CITY USE ONLY

AS INSTRUMENTS OF SERVICE, ALL DRAWINGS, SPECIFICATIONS, AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE TO BE USED ONLY WITH RESPECT TO THE PROJECT AND ARE NOT TO BE USED ON OTHER PROJECTS. THESE DOCUMENTS ARE NOT VALID UNLESS SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER. CHANGES TO THIS DRAWING MAY ONLY BE MADE BY THE ARCHITECT OR ENGINEER BY USE OF THE DRAWING FOR CONSTRUCTION ON THIS PROJECT, THE CONTRACTOR REPRESENTS THAT HE HAS READ AND UNDERSTANDS THE DRAWINGS, AND THAT THE CONSTRUCTION DOCUMENT PHASE OF THE PROJECT IS COMPLETE. THE CONTRACTOR REPRESENTS THAT HE HAS VISITED THE SITE, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS, VERIFIED FIELD DIMENSIONS, AND CORRELATED HIS WORK WITH THE SAME. IF THE CONTRACTOR USES THIS SET OF DOCUMENTS, NOTIFY ARCHITECT PRIOR TO START OF THE WORK OF DISCREPANCIES FOUND AND REQUEST CLARIFICATION. DO NOT SCALE THE DRAWINGS. MINIMUM FIVE (5) SETS PER EACH SHEET REVISED TO DOCUMENT UNAUTHORIZED "AS-BUILT" FIELD CHANGES.

BERRIE Architecture & Design, Inc.
16000 Loch Katrine Trail, #8006
Delray Beach, FL 33446
Phone (954) 605-1062
E-MAIL berrie@berriedesign.com
FL LIC. #AA0002741

Project Name
SPRINGTREE PLACE
RESTAURANT W/ DRIVE THRU + RETAIL BAY
8401 W OAKLAND PARK BLVD.
SUNRISE, FL 33351

DUNKIN'
PC# 363256 'NEXT GEN'

DRAWING TITLE
SITE PLAN
SE-000029-2025

Prog./Revisions
R 6/18/26

SEAL
Richard A Berrie
Digitally signed by Richard A Berrie
Date: 2026.09.11 10:04:54-04'00'
RICHARD A. BERRIE

DATE: 10/23/24
Proj. No. 2308
Dwg. No. SP-1
of 1 sheets



1: FRONT VIEW LOOKING NORTH-WEST



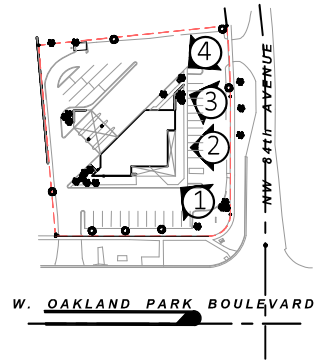
2: SIDE VIEW LOOKING WEST



3: SIDE VIEW LOOKING WEST



4: SIDE VIEW LOOKING SOUTH-WEST



NORTH KEY MAP

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Sheet Title
SITE PHOTOGRAPHS

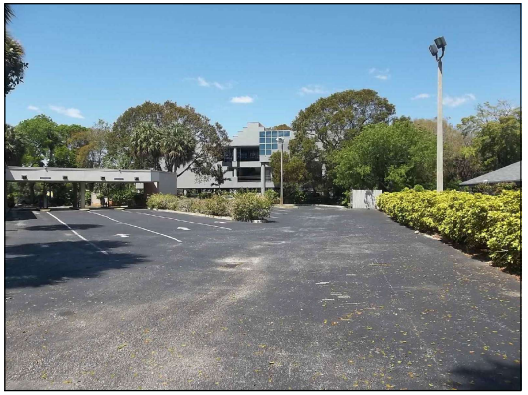
Seal

Scale N.T.S.
Proj. No. 2308
Drawn By RB
Date 6/5/24
Dwg. No. 1
Of 4 sheets

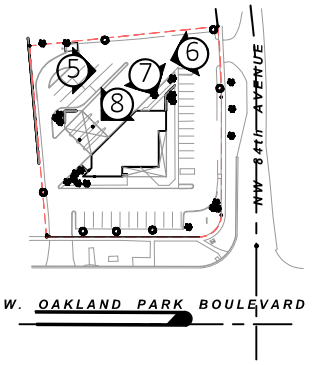
1086



5: REAR VIEW LOOKING EAST



6: REAR VIEW LOOKING WEST



NORTH KEY MAP



7: REAR VIEW LOOKING SOUTH



8: REAR VIEW LOOKING SOUTH-WEST

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Proj. No. 2308
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Date 6/5/24
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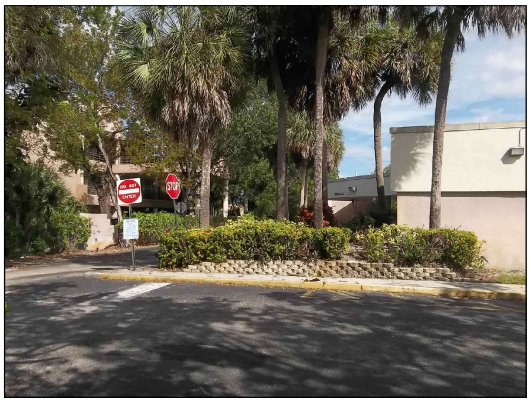
Of 4 sheets

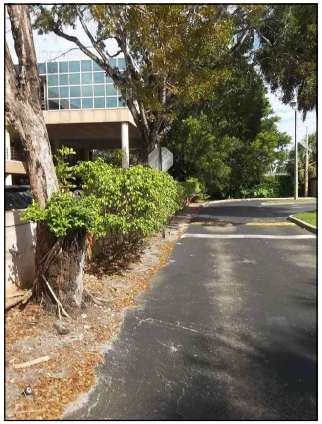
1087



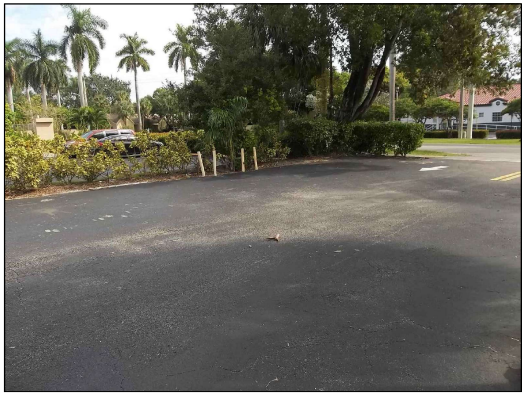
9: REAR VIEW LOOKING SOUTH-EAST



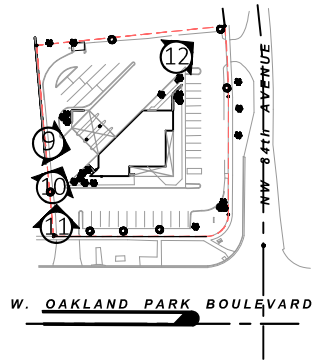
10: SIDE VIEW LOOKING NORTH



11: SIDE VIEW LOOKING NORTH



12: REAR VIEW VIEW LOOKING NORTH-EAST



NORTH KEY MAP

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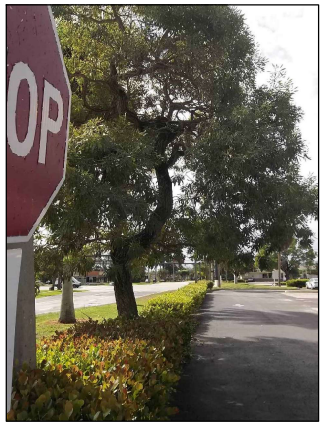
Dwg. No. 3
Of 4 sheets

1088



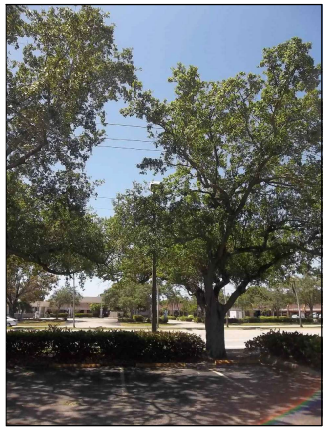
13: REAR VIEW LOOKING SOUTH-EAST



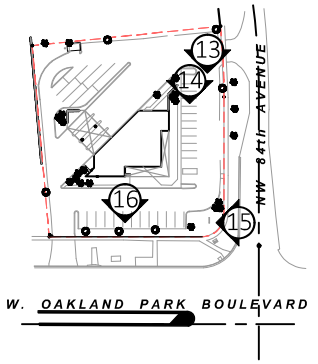
14: SIDE VIEW LOOKING SOUTH



15: FRONT VIEW LOOKING WEST



16: FRONT VIEW LOOKING SOUTH



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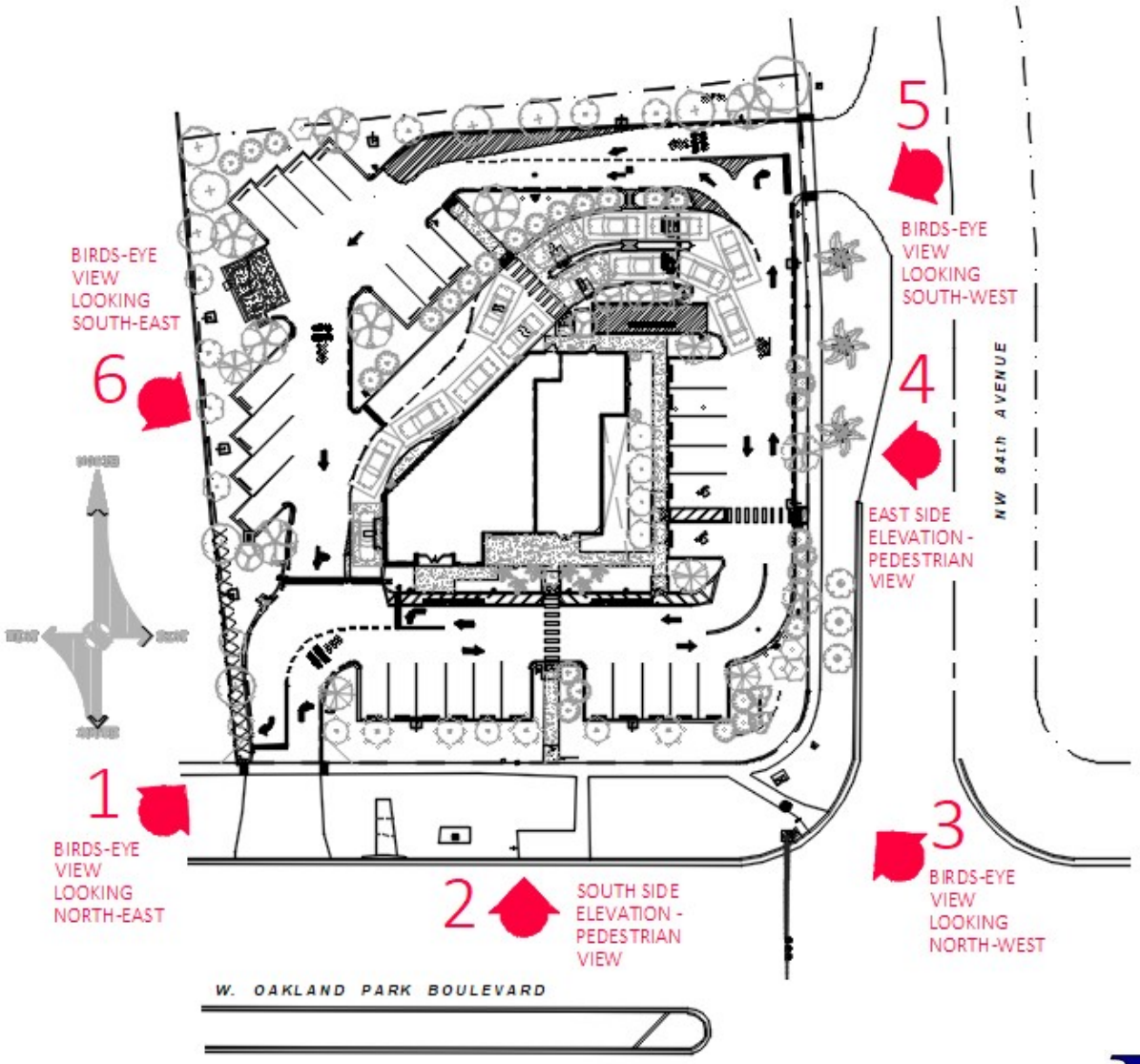
Sheet Title
SITE PHOTOGRAPHS

Seal

Scale N.T.S.
Proj. No. 2308
Drawn By RB
Date 6/5/24
Dwg. No. 4
Of 4 sheets

1089

Springtree Place Renderings



View Map

08/12/2026

BERRIE Architecture & Design, Inc.
AA0002741 www.berriedesign.com



1 Birds-eye view looking North-East



2 South side elevation - pedestrian view



3 Birds-eye view looking North-West



4 East side elevation - pedestrian view



5 Birds-eye view looking South-West



6 Birds-eye view looking South-East

NOTICE OF PUBLIC HEARING

The City has received an application for approval of a **Special Exception for a fast food restaurant with a drive-through** use that is near your home or business. You are receiving this notice because you own property within 500 feet of this location. The proposed project is located at 8401 W. Oakland Park Boulevard, Sunrise, Florida, as shown on the attached map. City staff has determined that this application meets all applicable code requirements. **Therefore, it will be placed on the quasi-judicial consent agenda for City Commission action at its meeting on TUESDAY, OCTOBER 27, 2026 commencing at 5:00 P.M. This meeting will occur in the Sunrise City Hall Commission Chambers located at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, FL 33351.** This item may be recessed or tabled from this meeting to another meeting.

This application is on file in the Community Development Department of the City of Sunrise, located at 10770 W. Oakland Park Boulevard, 2nd Floor, Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party," which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied, as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial hearing as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing. Affected Parties must attend the hearing in person to participate.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov in the Community Development Document Library.

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

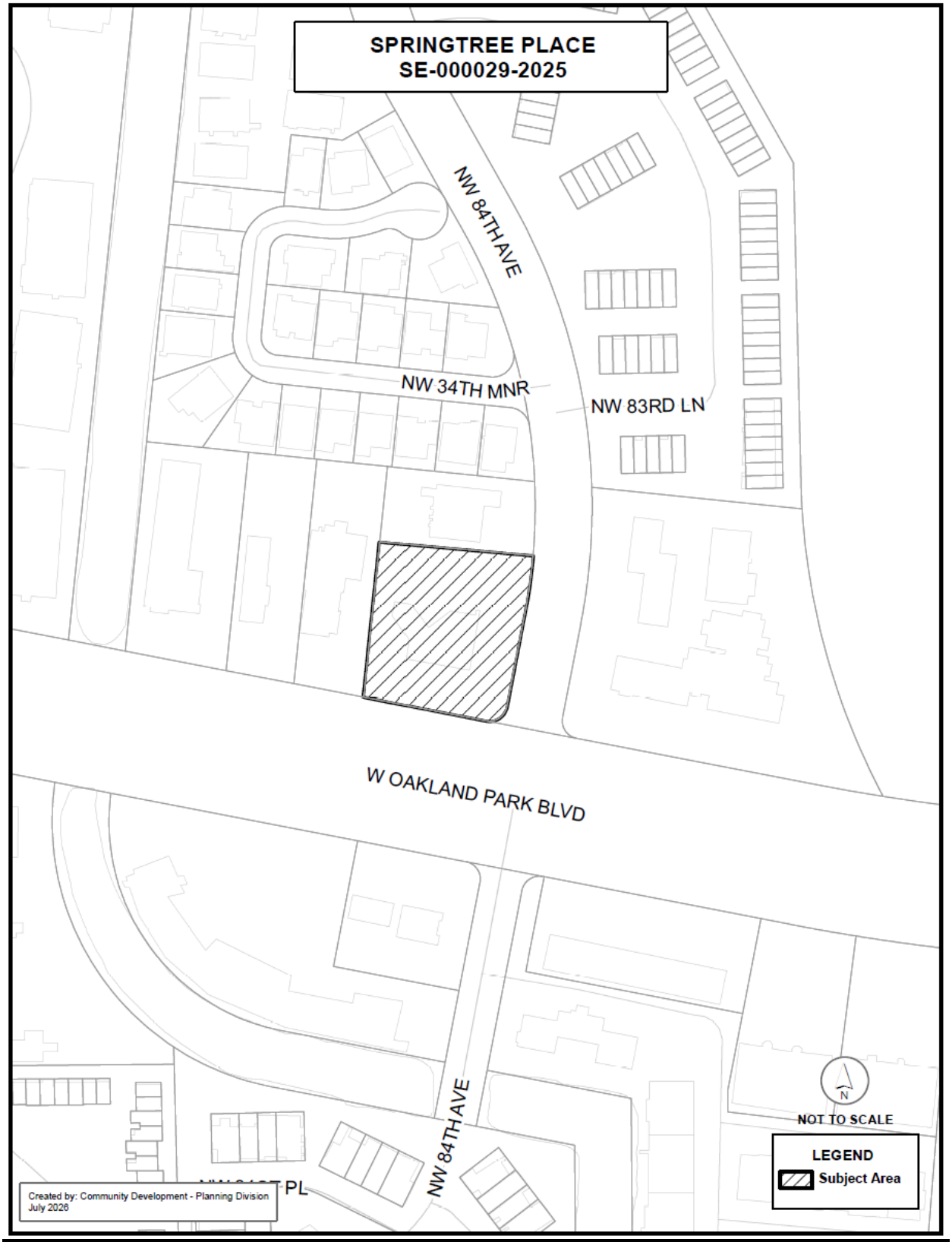
The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: October 9, 2026

LOCATION MAP



SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Bill To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 17 Oct 2026
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams
_____
Signature of Affiant

Sworn to and subscribed before me this: 17 Oct 2026.

LeAnne Rollins
_____
Signature of Notary Public



_____
Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

165380

1099

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following ordinance(s) will be presented to the City Commission, City of Sunrise, Florida on:

October 27, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Interested persons may appear at the meeting and be heard with respect to the proposed ordinance(s).

The resolution(s) and/or ordinance(s) will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be inspected by the public Monday through Friday, 9:00 a.m. to 5:00 p.m.

Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C26261

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A SPECIAL EXCEPTION FOR SPRINGTREE PLACE LOCATED AT 8401 WEST OAKLAND PARK BLVD, SUNRISE.

C26264

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND THE CRAFTED HUB LLC D/B/A THE CRAFTED HUB CAFE" FOR CITY PROPERTY LOCATED AT 6780 SUNSET STRIP, UNIT #11; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting in person or by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at
https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S.

165380

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the October 27, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

October 17, 2026. 165380

165380

Lourdes M. Lawrence
Administrative Services Manager to Mayor and Commissioners

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

October 21, 2026

Mike Fallad & Mehdrad Fallah-Moghaddam
Oakland WB 11, Inc.
9170 West State Road 84
Davie, FL 33324

Dear Applicant:

Your application **Springtree Place – Special Exception (C26261)** has been placed on the quasi-judicial consent agenda for approval on Tuesday, October 27, 2026 at 5:00 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

The City of Sunrise's City Commission Meeting will be hosted in both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

This item may be removed from the quasi-judicial consent agenda by a commissioner of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Community Development Department at 954-746-3281.

Sincerely,

Lourdes Lawrence

Lourdes Lawrence
Administrative Services Manager

cc: Shannon Ley, P.E., Director of Community Development
Laura Perez, Administrative Assistant, Community Development
Richard Berrie, Berrie Architecture & Design, Inc.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mayor and Commissioners
City Commission Office

ITEM #: 6.A. **C #:**

ITEM TITLE:
Swearing-in ceremony for City of Sunrise Student Government members. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
On September 27th, 2011, the City of Sunrise had its first ever swearing-in ceremony for student governments.

This program was designed to celebrate and inspire public service and community participation among our youth and the next generation of leaders. The City of Sunrise has eleven public schools - eight elementary schools, two middle schools and one high school along with two private schools - All Saints Catholic School and Salah Tawfik. The City of Sunrise also recognizes Franklin Academy (Charter School), Plantation High School and Western High School, where many Sunrise students attend.

FUNDING INFORMATION:
N/A

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mayor and Commissioners
City Commission Office

ITEM #: 6.B. **C #:**

ITEM TITLE:
Swearing-in ceremony for City of Sunrise Safety Patrols members. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
Student safety patrols enhance enforcement of drop-off and pick-up procedures at school by increasing safety for students and traffic flow efficiency for parents.

FUNDING INFORMATION:
N/A

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: City Commission Office

ITEM #: 6.C. **C #:**

ITEM TITLE:
Proclamation proclaiming the month of October 2026 as National Coaches Appreciation Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

National Coaches Appreciation Month

Whereas, coaches play an essential role in the development of athletes by providing leadership, encouragement, instruction, and guidance both on and off the field; and

Whereas, coaches dedicate countless hours to helping athletes develop physical skills, discipline, confidence, teamwork, perseverance, and sportsmanship; and

Whereas, coaches serve as mentors and positive role models, teaching valuable life lessons that extend far beyond the playing field, including responsibility, respect, commitment, resilience, and the importance of working together toward a common goal; and

Whereas, throughout the City of Sunrise, coaches make meaningful contributions to our community by providing children, youth, and adults with opportunities to participate in athletics, recreation, and physical activity; and

Whereas, coaches generously give their time and energy to practices, games, competitions, tournaments, and other activities, often making personal sacrifices to support and encourage the athletes they serve; and

Whereas, the influence of a dedicated coach can have a lasting impact on an athlete's life, helping individuals overcome challenges, discover their potential, build confidence, and develop into responsible and engaged members of their communities; and

Whereas, National Coaches Appreciation Month provides an opportunity to recognize and celebrate the dedication, commitment, and positive influence of coaches who inspire athletes to strive for excellence and reach their fullest potential; and

Whereas, the City of Sunrise is proud to recognize the coaches who devote themselves to strengthening our youth, promoting healthy lifestyles, fostering teamwork, and building a stronger and more connected community.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commissioners hereby proclaim the Month of October 2026 as **National Coaches Appreciation Month** in the City of Sunrise and encourage all to join us in expressing our sincere gratitude and appreciation to the coaches who inspire, mentor, encourage, and empower athletes throughout our community.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Kevin Pickard, Director of Leisure Services
Leisure Services Department

ITEM #: 6.D. **C #:**

ITEM TITLE:

Recognition of top race finishers at the City's Trick or Trot 5K Race and presentation of a donation to the Paralyzed Veterans of America Florida Chapter. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:

On Saturday, October 17, 2026 the City held its tenth annual Halloween-themed Trick or Trot 5K and Kids' Dash! The race was held on the Sunrise Civic Center Municipal Campus with 786 individual runners, walkers and families of all ages, skill levels and abilities participating in the event.

We will be recognizing the 5K top Female and Male Finishers.

Top Overall Female
Monica Doval, Age 47 - Finishing Time - 20:57

Top Overall Male
Adailton Rodrigues, Age 48 - Finishing Time - 21:15

The event announcement noted that proceeds would, in part, benefit the Paralyzed Veterans of America Florida Chapter (serving all of South Florida), a nonprofit 501(c)3 organization whose mission is to improve the lives of Veterans with a spinal cord injury or dysfunction (SCI/D) and other persons with disabilities to achieve maximum health, productivity, and self-esteem in their daily lives. Supporting the paralyzed Veterans of America Florida Chapter Inc.

is a municipal public purpose because it improves the lives of Veterans with disabilities living within the Sunrise community.

FUNDING INFORMATION:

001.49.60.519.508223 - Grants/Aid Donations

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mayor and Commissioners
City Commission Office

ITEM #: 6.E. **C #:**

ITEM TITLE:
Proclamation proclaiming October 27th, 2026 as Edward J. “Teddy” Morse III Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

Edward J. "Teddy" Morse III Day

Whereas, Edward J. "Teddy" Morse III serves as Chairman and Chief Executive Officer of the Ed Morse Automotive Group, a family-owned and operated automotive organization founded by his grandfather, Ed Morse, in South Florida in 1946. In 2026, the Ed Morse Automotive Group proudly celebrates its 80th anniversary, marking eight decades and three generations of Morse family leadership, service, and commitment to the communities in which it operates; and

Whereas, a South Florida native with deep roots in Broward County, Teddy Morse represents the third generation of the Morse family to lead the organization, following in the footsteps of his grandfather, Ed Morse, and his father, Ted Morse. Teddy learned the automotive business from the ground up, beginning his career in the family business at a young age and gaining experience in every area of dealership operations before assuming corporate leadership; and

Whereas, Teddy Morse became Chairman and Chief Executive Officer in 2016 and has since guided the continued growth and expansion of the Ed Morse Automotive Group while preserving the values of a family-owned organization and its longstanding commitment to its employees, customers, and communities; and

Whereas, under Teddy Morse's leadership, the Ed Morse Automotive Group has expanded significantly while remaining family owned and operated, with automotive and powersports operations spanning multiple states and representing dozens of brands; and

Whereas, the Morse family's relationship with the City of Sunrise spans more than 25 years, beginning with the establishment of Ed Morse Sawgrass Auto Mall in 1999, which proudly served the City of Sunrise for more than a quarter century; and

Whereas, located on West Sunrise Boulevard, Ed Morse Sawgrass Auto Mall is home to Cadillac, Chevrolet, Buick, and GMC, as well as pre-owned vehicle sales, service, parts, and other automotive operations, providing valuable products and services to residents throughout Sunrise and Broward County; and

Whereas, Teddy Morse continues the Morse family's longstanding tradition of philanthropy and community involvement, including support of the Boys & Girls Clubs of Broward County and leadership of the annual Ed Morse Golf Classic benefiting the Muscular Dystrophy Association. Teddy Morse is also the namesake of Teddy Morse's Annual Ride for Kids benefiting Camp Boggy Creek, supporting the organization's mission of providing life-changing experiences for children living with serious illnesses and their families; and

Whereas, Teddy Morse and the Ed Morse Automotive Group have demonstrated a longstanding commitment to supporting military members and veterans, including through a presenting partnership with Fleet Week Port Everglades, while also supporting children and families, charitable organizations, and the communities where Ed Morse employees live and work; and

Whereas, as the Ed Morse Automotive Group celebrates its 80th anniversary in 2026, the City of Sunrise recognizes the significant contributions of Teddy Morse and the Morse family and celebrates the enduring partnership between the Ed Morse organization, Ed Morse Sawgrass Auto Mall, and the City of Sunrise.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commission do hereby proclaim Tuesday, October 27th, 2026 as **Edward J. "Teddy" Morse III Day** in the City of Sunrise and celebrate the 80th Anniversary of the Ed Morse Automotive Group, commending Teddy Morse and the entire Morse family for their decades of leadership, entrepreneurship, philanthropy, service, and continued investment in the City of Sunrise.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: City Commission Office

ITEM #: 6.F. **C #:**

ITEM TITLE:
Proclamation proclaiming the Month of October 2026 as National Disability Employment Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

National Disability Employment Awareness Month

Whereas, National Disability Employment Awareness Month is observed each October to celebrate the many and varied contributions of workers with disabilities and to educate the public about the importance of recognizing their skills, talents, and contributions to America's workforce; and

Whereas, according to the U.S. Bureau of Labor Statistics, in 2025, the employment-population ratio for individuals with disabilities was 22.8%, compared to 65.2% for those without disabilities, underscoring the continued importance of expanding employment opportunities and promoting equitable hiring practices; and

Whereas, individuals with disabilities bring a wealth of skills, creativity, and determination to the workplace, and organizations that embrace inclusive hiring practices experience improved performance, innovation, and employee morale; and

Whereas, Arc Broward, a nonprofit organization serving Broward County for more than 70 years, remains dedicated to empowering individuals with disabilities and other life challenges to achieve greater independence, meaningful employment, and financial stability through its employment-based program, Arc Works; and

Whereas, according to the U.S. Census Bureau's 2024 American Community Survey five-year estimates, approximately 43.9 million Americans, representing 13.3% of the civilian noninstitutionalized population, were living with a disability, while in Florida, the rate is slightly higher at 13.7% of the population, representing roughly 3.02 million people. This reinforces the importance of continued collaboration all to expand access to meaningful employment opportunities; and

Whereas, the 2026 national theme, "Celebrating Value and Talent," continues to recognize the significant contributions and achievements of American workers with disabilities, both past and present, while commemorating the 250th anniversary of the founding of the United States and honoring their enduring role in shaping our nation's history, workforce, and future; and

Whereas, the City of Sunrise reaffirms its commitment to fostering a workplace culture that is inclusive, respectful, and supportive of the talents and contributions of all individuals, including those with disabilities and calls upon employers, schools and other community organizations in the City of Sunrise to observe this month with appropriate programs and activities, and to advance its important message that people with disabilities are equal to the task throughout the year.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida together with the City Commission hereby proclaim the month of October 2026 as **National Disability Employment Awareness Month** in the City of Sunrise to raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Lourdes Lawrence, Administrative Services Manager
City Commission Office

ITEM #: 6.G. **C #:**

ITEM TITLE:
Proclamation proclaiming the Month of October 2026 as World Blindness Awareness Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Jacqueline A. Guzman. Assistant Deputy Mayor Latoya S. Clarke. Commissioner Neil C. Kerch. Commissioner Joseph A. Scuotto.

BACKGROUND INFORMATION:
See attached proclamation.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proclamation

Proclamation

Office of the Mayor

World Blindness Awareness Month

WHEREAS, October is recognized as World Blindness Awareness Month, a time dedicated to raising public awareness about blindness, visual impairments, eye health, and the importance of creating an inclusive and accessible society for individuals who are blind or visually impaired; and

WHEREAS, millions of individuals worldwide experience blindness or vision impairment, affecting their daily lives, independence, educational opportunities, employment, and overall quality of life, emphasizing the importance of awareness, understanding, and access to appropriate resources and support services; and

WHEREAS, many forms of vision loss can be prevented or treated through early detection, routine comprehensive eye examinations, timely medical intervention, and access to quality eye care, underscoring the importance of education and proactive measures to preserve and protect vision; and

WHEREAS, individuals who are blind or visually impaired make invaluable contributions to our communities through their talents, accomplishments, leadership, and determination, demonstrating that vision loss does not define a person's abilities, potential, or capacity to lead a meaningful and fulfilling life; and

WHEREAS, advancements in assistive technology, accessible transportation, educational resources, orientation and mobility training, and workplace accommodations continue to empower individuals with visual impairments to achieve greater independence, pursue their aspirations, and participate fully in our community; and

WHEREAS, World Blindness Awareness Month provides an opportunity to celebrate the resilience and achievements of individuals who are blind or visually impaired, recognize the dedication of caregivers, educators, healthcare professionals, and advocacy organizations, and encourage greater compassion, understanding, and community involvement.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the Month of October 2026 as **World Blindness Awareness Month** in the City of Sunrise and encourage all to join in raising awareness about blindness and visual impairments.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Danielle Lima, Economic Development Director
City Manager's Office

ITEM #: 12.A. **C #:** 26264

ITEM TITLE:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a “Lease between City of Sunrise and The Crafted Hub LLC d/b/a The Crafted Hub Café” for City property located at 6780 Sunset Strip, Unit #11; providing for conflict; providing for severability; and providing an effective date. (First Reading CCM 10/13/26 Passed 5-0).

BACKGROUND INFORMATION:

The City Commission adopted the East Sunrise Improvements Master Plan in March 2019. The Village area, which includes Sunset Strip from NW 64th Avenue to NW 68th Avenue, was envisioned as an active and lively Main Street environment. A strong presence of unique food and beverage establishments are essential to create an active and lively Main Street environment which was envisioned in the Master Plan. With this vision in mind, the City has been acquiring commercial properties adjacent to the Village Art Plaza to attract businesses that will help activate the area and provide quality food and beverages.

The proposed tenant, The Crafted Hub LLC d/b/a The Crafted Hub Café, is proposing a coffee shop / café concept. The Crafted Hub Café is the flagship, café-format storefront of The Crafted Hub, Pro Kitchen Hub's retail and marketplace sub-brand. Rather than a single chef's concept, every pastry, sauce, dessert, and drink on the menu is sourced from a curated, featured selection of Pro Kitchen Hub member entrepreneurs, so the offering keeps evolving while every product carries a maker and a story behind it. The brand's identity, "Made by Many. Shared in One Place," reflects a modern, community-driven café built around Caribbean and international flavors, recurring community programming, and a direct pipeline for local food businesses to reach real customers without signing their own lease.

The proposed lease with The Crafted Hub Cafe includes the City's build-out of an estimated

962 sq. ft. coffee shop which will include a small kitchen along with indoor and outdoor seating area. The space will have a modern-industrial café interior carrying the brand's black, white, and Apple Red palette with a digital menu board, long communal tables, free Wi-Fi, and curated music.

The proposed lease is for five years with an option for a five-year extension, with no monthly rent for year one and an increase in rent for each year thereafter. The City has already submitted building construction documents to the permitting agency and allocated funds for the construction of the permanent improvements. The tenant would be responsible to provide all the furniture, exterior building signage, and finishes, as well as all the coffee and kitchen equipment. The tenant will also have operation obligations, with some of those obligations highlighted below:

- Coordinate with the City with respect to the name selection and logo for the coffee shop. The name selection and logo for the coffee shop shall be subject to the approval of the City Manager;
- Include labeling on any coffee roasted on Premises specifying that it was made and distributed in the City of Sunrise;
- Include “Sunrise” on marketing materials, giveaways and social media posts;
- Organize and host a minimum of three events per month (with the exception of the first six months of operations where a minimum of two events per month will be allowed), of which, all events shall be on the Village Art Plaza stage, weather permitting, and may include but not be limited to events that focus in art, music, fitness, tastings, and/or education;
- Provide philanthropy, limited product donations, volunteerism, and sponsorship of events within the City;
- Tenant shall make best efforts to source and utilize local and organic ingredients for any food or beverage sold at the Premises;
- Install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
- Provide free Wi-Fi for the Premises;
- Utilize natural gas for cooking when possible;
- Tenant shall make best efforts to implement City resident preference when hiring;
- Tenant shall operate the business at the Premises at a minimum from 8:00 a.m. to 7:00 p.m., Tuesday through Saturday, and from 8:00 a.m. to 2:00 p.m. on Sunday, for a minimum total of 61 operating hours per week. The total weekly operating hours may be modified or increased but shall not be reduced without Landlord’s prior written consent. Tenant shall also maintain extended operating hours during events held at Village Art Plaza, as reasonably required to accommodate such events; and
- In addition to coffee, the tenant will provide food offerings developed in collaboration with Pro Kitchen Hub chefs and will make its best efforts to provide ice cream options for evening activation.

It is requested that the City Commission approve the Ordinance to move forward with the Lease with The Crafted Hub LLC d/b/a The Crafted Hub Café.

FUNDING INFORMATION:
N/A

ATTACHMENTS:

ATY Ordinance - ORC26264
The Crafted Hub Lease Agreement
Exhibit D - Lease - Electrical
Exhibit D - Lease - Permit Executed
Exhibit D - Lease - Mechanical
Exhibit D - Lease - Plumbing
The Crafted Hub Cafe Concept Proposal
Sunbiz
Sunbiz DBA - The Crafted Hub
Legal Ad

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND THE CRAFTED HUB LLC D/B/A THE CRAFTED HUB CAFE" FOR CITY PROPERTY LOCATED AT 6780 SUNSET STRIP, UNIT #11; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted the East Sunrise Improvements Master Plan in 2019. Unique food and beverage establishments are essential to create an active and lively Main Street environment as envisioned in the Master Plan. A coffee shop and café is a desirable use which will help activate the area and provide quality food and beverages; and

WHEREAS, the City owns property located at 6780 Sunset Strip, Unit #11, within Library Square Plaza directly adjacent to the Village Art Plaza; and

WHEREAS, the City wishes to lease this City-owned property to a tenant for the establishment of a coffee shop and café; and

WHEREAS, a lease agreement between the parties is required.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. A "Lease between City of Sunrise and The Crafted Hub LLC d/b/a The Crafted Hub Cafe" (Lease) for City property located at 6780 Sunset Strip, Unit #11 is hereby approved. A copy of the Lease is attached hereto and made a part of this Ordinance as Exhibit A.

Section 3. The City Manager is hereby authorized to execute the Lease.

Section 4. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 13TH DAY OF OCTOBER, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	_____
SECOND:	CLARKE	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

LEASE

BETWEEN

CITY OF SUNRISE

AND

THE CRAFTED HUB LLC D/B/A THE CRAFTED HUB CAFE

THIS LEASE (the “Lease”), dated as of the _____ day of _____, 2026, by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation (“Landlord” or “City”), and The Crafted Hub LLC d/b/a The Crafted Hub Cafe, a Florida limited liability company (“Tenant”).

RECITALS

WHEREAS, the City Commission adopted the East Sunrise Improvements Master Plan (“Master Plan”) in March of 2019; and

WHEREAS, the Village Center, which is the area where the Premises (as further defined below) is located, is on track to become the jewel of the City, its “Main Street;” and

WHEREAS, the City believes that a strong presence of unique food and beverage establishments that include outdoor dining and activities such as live music, fitness events, and other cultural offerings, are very important to help create an active and lively main street environment that was envisioned in the Master Plan; and

WHEREAS, in addition to being a fun place for residents and visitors to enjoy, a coffee shop invites new energy and excitement into the area and furthers revitalization efforts for the area; and

WHEREAS, a coffee shop is a small informal restaurant where drinks such as coffee and small meals are served; and

WHEREAS, the City approved a lease with a restaurant/brewery/distillery nearby, and a coffee shop will provide great synergy with the upcoming restaurant. A coffee shop also helps attract more vibrant and likeminded independent businesses and more investment to the area; and

WHEREAS, The Crafted Hub Cafe is a curated retail and marketplace platform, rather than a single-chef café, featuring a selection of pastries, sauces, desserts, beverages, and other products created by Pro Kitchen Hub members, providing consumers with an evolving food and beverage experience while giving Pro Kitchen Hub members a physical storefront to sell, promote, and grow their businesses; and

WHEREAS, The Crafted Hub Cafe (“Tenant”) is a sub-brand and retail extension of Pro Kitchen Hub (“PKH”), a shared commercial kitchen business located in Sunrise, Florida, focused on supporting and growing emerging food businesses; and

WHEREAS, the City has determined that leasing the Premises to the Tenant for the operation of a coffee shop, which will include a coffee bar, comfortable seating areas, and a kitchen, satisfies a municipal purpose.

In consideration of the rents and covenants set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon the following terms and conditions:

ARTICLE 1
FUNDAMENTAL LEASE PROVISIONS

The provisions in this Article shall be referred to in this Lease as the "Fundamental Lease Provisions." Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings listed in the Fundamental Lease Provisions.

Effective Date:	The date on which this Agreement is fully executed by all parties.
Commencement Date:	The earlier of the following: (1) date the Temporary Certificate of Occupancy (“TCO”) is issued for the Tenant Improvements or (2) ninety (90) days from the date the Landlord receives a Certificate of Completion for the Building Improvements.
Landlord:	City of Sunrise 10770 West Oakland Park Boulevard Sunrise, Florida 33351
Tenant:	The Crafted Hub LLC d/b/a The Crafted Hub Cafe 5007 Hiatus Rd Sunrise, FL 33351
Premises:	6780 Sunset Strip, Unit # 11 Sunrise, FL 33313 Folio 4941 27 BG 0090 Legal description of Premises provided in Exhibit A
Term:	Commencing on the Effective Date and expiring on the five (5) year anniversary of the Commencement Date. Upon expiration of the initial five (5) year term, Tenant shall have the option to extend this Lease for an additional five (5) years (the "Extension Term"). Landlord agrees to approve the extension, provided that: - Tenant gives Landlord written notice of its intention to exercise the extension option (“Notice of Extension” at least ninety (90) days prior to the end of the initial term; - Tenant is not in default under this Lease at the time of the

Notice of Extension and is not and has not been in default of this Lease for a continuous period of 60 days or more at any time during the term of this Lease; and
- Tenant agrees to the same terms and conditions for the Extension Term as the initial term, except for the rent adjustments negotiated by the parties as set forth below. Upon exercise of the extension option, the Lease shall be deemed extended for the additional five (5) year period, and all terms and conditions shall remain in full force and effect.

Base Monthly Rent: Commencing on the Commencement Date:

Year 1	$0.00
Year 2:	$801
Year 3:	$962
Year 4:	$1,122
Year 5:	$1,282

Upon expiration of the Initial Term, the Tenant and Landlord will negotiate the rent amount for the Extension Term. The Landlord agrees that the rent amount shall not be higher than market rent of the surrounding neighborhood. If the Tenant disagrees with the proposed rent amount, the Landlord commits to reviewing the Tenant's profit and loss statement to evaluate the Tenant's profitability and help determine a rent amount that will not hinder the Tenant's ability to grow and be successful.

Permitted Use: Coffee Shop

ARTICLE 2
TERM AND RENT

2.1 Term. The Term of this Lease shall be as set forth in the Fundamental Lease Provisions. The Term shall be hereinafter referred to as the "Lease Term."

2.2 Base Monthly Rent. Tenant shall pay Landlord the Base Monthly Rent plus sales tax, in advance, without demand, on the first day of each month, in accordance with the Fundamental Lease Provisions.

Should the Commencement Date begin after the first day or end on a day other than the last day of a calendar month, then the rental for such fractional month shall be computed on a daily basis at an amount equal to 1/30th of the Base Monthly Rent for each day. Tenant shall pay Landlord the Base Monthly Rent in lawful money of the United States without deduction, setoff or counterclaim. The Base Monthly Rent shall increase in

accordance with the amounts set forth in the Fundamental Lease Provisions on an annual basis.

2.3 Impositions. Unless otherwise stated in this Lease, in addition to the Base Monthly Rent, Tenant shall pay to the parties respectively entitled thereto all impositions, including but not limited to, any and all expenses and costs of any kind whatsoever for fees (including, without limitation, license, permit, inspection, authorization, and similar fees), Taxes (as defined in Article 5), levies, imposts, duties, charges, insurance premiums, assessments, excises, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Premises or the business conducted thereon by Tenant (collectively, the "Impositions"). If any such Impositions are allocated to Landlord, rather than charged directly against Tenant or the Premises, Landlord shall provide Tenant with such supporting records for such charges as Tenant may reasonably request. Tenant shall furnish to Landlord, promptly upon request of Landlord, official receipts or other satisfactory proof evidencing payment of such Impositions.

2.4 Late Charge. If any installment of the Base Minimum Rent, any Imposition, or any other payment provided for under this Lease which is payable by Tenant is not received by Landlord within five (5) days, Tenant shall immediately pay Landlord the amount of Five Hundred ($500.00) Dollars as a late charge (the "Late Charge"). Landlord and Tenant agree that the Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Tenant. Acceptance of the Late Charge by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.5 Interest on Overdue Amounts. The Base Monthly Rent and all other amounts due Landlord under this Lease which are not paid when due shall bear interest at a per annum rate equal to ten percent (10%) based upon the sum of the past due amount plus any applicable Late Charge, from the date due until paid; provided, however, that if such rate shall exceed the lawful rate of interest which Landlord is entitled to charge under applicable law, then the per annum rate of interest on any such overdue amounts shall the be the maximum rate permitted by applicable law. Tenant’s payment of, and the Landlord’s acceptance of, such interest shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.6 Modified Gross Lease. This Lease is what is commonly called a "modified gross lease," it being understood that the Tenant shall be responsible for all utilities, insurance, janitorial costs, maintenance of Tenant’s purchased equipment, furniture and fixtures, Taxes (as defined in Article 5), as well as its portion of building maintenance responsibilities as set forth in Article 7, and the Landlord shall be responsible for the common area maintenance (“CAM”) costs, and building maintenance as set forth in Article 7.

ARTICLE 3
IMPROVEMENTS

3.1 Landlord Build-Out Obligations. Landlord, at its own expense, will construct or cause to be constructed on the Premises the installation of certain building related improvements (the "Building Improvements"), as shown in Exhibit "D" "Interior Modifications (Unit 11) at Library Square." These Building Improvements can be generally described as, and shall include, but not be limited to the purchase, construction, and installation of:

i. Back door leading to the Village Art Plaza Biergarten;
ii. Storefront doors and windows;
iii. New Mechanical HVAC including split air conditioning system, restroom and back of house exhaust fans, ducts and diffusers;
iv. New Electrical Panel, disconnects, and ample junction boxes for the Tenant's equipment and fixtures;
v. Plumbing stub-outs for the Tenant's fixtures;
vi. Fully finished ADA-compliant restrooms;
vii. Concrete slab floors prepared for the Tenant's finished flooring;
viii. General area and kitchen lighting with switches and junction boxes provided for future accent and task lighting;
ix. Painted open structure ceiling
x. Miscellaneous prime painting, and drywall modifications; and any and all required demolition to facilitate the above improvements.

3.1.1 The City at its sole discretion may elect to modify the intended build-out, by addition, deletion, or relocation of selected building elements to better meet the Tenant's infrastructure needs.

3.2 Tenant Build-Out Obligations. Tenant at its own expense will construct or cause to be constructed on the Premises the installation of all furniture, fixtures, and equipment for the operation of the coffee shop (the "Tenant Improvements"), substantially in accordance with the Final Plans and Specifications (the "Final Plans") to be prepared by Tenant and submitted to Landlord for approval. Tenant's Improvements shall include, but not be limited to the purchase, construction, and installation of:

i. The coffee bar with countertop; coffee making equipment; kitchen equipment, including any required hoods and make-up air conditioning units, or modifications to the City-provided HVAC; interior signage; and electrical and plumbing connections to provided stub-outs and j-boxes;
ii. Furniture and fixtures;
iii. Finish flooring, including floor drain strainers;
iv. Accent and task lighting, including connections to provided j-boxes;
v. Exterior Building Signage;
vi. Interior wall painting; wall treatments; and murals and art decorations that are designed as an extension to the Village Art Plaza; and

vii. Any other improvements to facilitate the Coffee Shop Concept in Exhibit B.

3.2.1 All Tenant Improvements, including the quality and style of all furniture, fixtures and equipment, shall be subject to the Landlord's approval.

Upon expiration or termination of the Lease Term, Tenant shall surrender the Premises to Landlord, including all structural improvements made by Tenant, which shall become the property of Landlord. However, Tenant shall be entitled to remove all nonstructural improvements, including but not limited to:

- Trade fixtures
- Furniture
- Movable equipment
- Decorations
- Signage

provided that Tenant shall repair any damage caused by such removal. The removal of the items listed above shall occur within seven (7) days of the expiration or termination of the lease and if Tenant fails to remove, the items become the property of the Landlord.

3.2.2 All Tenant Improvements shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with Final Plans.

3.2.3 The Final Plans shall be submitted to the City Manager or designee within sixty (60) days of the Effective Date of this Lease. The Final Plans shall provide specific details and layout for the coffee shop concept which is generally described in Exhibit B. The Tenant Improvements will be constructed by Tenant in a good and workmanlike manner utilizing new and first grade materials, free and clear of all mechanics', laborers' and materialmen's liens and claims and in compliance with all applicable building, zoning and other laws, ordinances, regulations and orders of the federal, state, and county or other governmental authorities having jurisdiction over the Premises. Landlord and its representatives shall have the right to inspect the Premises during the course of construction of the Tenant Improvements.

3.2.4 Tenant shall, at Tenant's sole expense, engage all necessary engineers and contractors and obtain all necessary permits, licenses, certificates, and approvals, including building permits and any required change of occupancy or certificate of occupancy, from all applicable governmental authorities for the construction and completion of the Tenant Improvements. The Tenant Improvements shall be completed no later than ninety (90) days from the date Landlord receives a Certificate of Completion for the Building Improvements.

ARTICLE 4
USE OF THE PREMISES

4.1 Use. Tenant shall use the Premises solely for the Permitted Use. Tenant may not use the Premises for any other purpose without obtaining the prior written consent of Landlord.

4.2 Condition of Premises "AS IS". Tenant acknowledges that prior to the Commencement Date it has performed sufficient inspections of the Premises in order to fully assess and make itself aware of the condition of the Premises, and that Tenant is leasing the Premises in its "AS IS" condition. Except as may be expressly set forth in or required by this Lease, Tenant acknowledges that the Landlord has made no other representations or warranties as to the condition or status of the Premises and that Tenant is not relying on any representations or warranties of the Landlord or any broker(s), or agent of Landlord in leasing the Premises. Except as may be expressly set forth in or required by this Lease, Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

i. The nature, quality or condition of the Premises, including, without limitation, the water, soil and geology;
ii. The suitability of the Premises for any and all activities and uses which Tenant may conduct thereon;
iii. The compliance of or by the Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
iv. The habitability, merchantability or fitness for a particular purpose of the Premises; or
v. Any other matter with respect to the Premises.

Without limiting the foregoing, Landlord does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Premises or the compliance or non-compliance of the Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas.

Radon Gas Disclosure. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

> RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION

REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

Tenant further acknowledges that neither Landlord nor any agent of Landlord has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises other than as may be specifically set forth in this Lease. Accordingly, as between Landlord and Tenant under this Lease, the physical condition of the Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Premises shall be the sole responsibility and obligation of Tenant.

4.3 Tenant Operation Obligations. Tenant shall:

i. Coordinate with the Landlord with respect to the name selection and logo for the coffee shop. The name selection and logo for the coffee shop shall be subject to the approval of the City Manager;
ii. Include labeling on any coffee roasted on Premises specifying that it was made and distributed in the City of Sunrise;
iii. Include “Sunrise” on marketing materials, giveaways and social media posts;
iv. Organize and host a minimum of 3 events per month (with the exception of the first 6 months of operations where a minimum of 2 events per month will be allowed), of which, all events shall be on the Village Art Plaza stage, weather permitting, and may include but not be limited to events that focus in art, music, fitness, tastings, and/or education;
v. Provide philanthropy, limited product donations, volunteerism, and sponsorship of events within the City;
vi. Tenant shall make best efforts to source and utilize local and organic ingredients for any food or beverage sold at the Premises;
vii. Install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
viii. Provide free Wi-Fi for the Premises;
ix. Utilize natural gas for cooking when possible;
x. Tenant shall make best efforts to implement City resident preference when hiring;
xi. Tenant shall operate the business at the Premises at a minimum from 8:00 a.m. to 7:00 p.m., Tuesday through Saturday, and from 8:00 a.m. to 2:00 p.m. on Sunday, for a minimum total of 61 operating hours per week. The total weekly operating hours may be modified or increased but shall not be reduced without Landlord’s prior written consent. Tenant shall also maintain extended operating hours during events held at Village Art Plaza, as reasonably required to accommodate such events;
xii. In addition to coffee, the tenant will provide food offerings developed in collaboration with Pro Kitchen Hub chefs and will make its best efforts to provide ice cream options for evening activation.

4.4 Compliance With Laws.

4.4.1 Tenant shall, at Tenant's sole expense, comply in all material respects with all applicable laws, ordinances, orders, rules, regulations, of any governmental authorities and with any directive of any public officer which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises or the use or occupation thereof or signage thereon, including, without limitation, any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating to the environment, health or safety.

4.4.2 Tenant shall not use or permit the Premises to be used in any manner which will result in waste or the creation of a nuisance, and Tenant shall maintain the Premises free of any objectionable noises, odors, or disturbances.

4.5 Environmental Compliance

4.5.1 Tenant shall, at its sole cost and expense at all times during the Term, comply in all respects with the Environmental Laws (as defined below) in its use and operation of the Premises.

4.5.2 Tenant shall not use the Premises for the purpose of storing Hazardous Materials (as defined below) except in full compliance with the Environmental Laws and other applicable law, and shall not cause the release of any Hazardous Material.

4.5.3 Tenant shall notify Landlord promptly and in reasonable detail in the event that Tenant becomes aware of or suspects (i) the presence of any Hazardous Material on the Premises (other than any Permitted Hazardous Materials, as defined below), or (ii) a violation of the Environmental Laws on the Premises

4.5.4 If Tenant uses or permits the Premises to be used so as to subject Tenant, Landlord or any occupant of the Premises to a claim of violation of the Environmental Laws, Tenant shall, at its sole cost and expense, immediately cease or cause cessation of such use or operations and shall remedy and fully cure any conditions arising therefrom. Tenant shall have the right to contest any alleged violation in good faith through administrative or judicial proceedings so long as such contest does not create an imminent threat to public health, safety, or the environment.

4.5.5 At its sole cost and expense, Tenant shall (i) immediately pay, when due, the cost of compliance with the Environmental Laws within the Premises, and (ii) keep the Premises free of any liens imposed pursuant to the Environmental Laws. Tenant shall, at all times, use, handle and dispose of any Permitted Hazardous Material in a commercially reasonable manner and in compliance with the Environmental Laws and applicable industry standards. Tenant shall cooperate with Landlord in any program between Landlord and any governmental entity for proper disposal and/or recovery of any Permitted Hazardous Material.

4.5.6 Tenant shall indemnify, save and hold Landlord harmless from and

against any environmental claim, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any violation of the covenants of Tenant contained in Section 4.5 by Tenant, or out of any violation of the Environmental Laws by Tenant, its owners, employees, agents, contractors, customers, guests and invitees, which indemnity obligation shall survive the expiration or termination of this Lease for a period not to exceed three (3) years. This indemnification obligation does not apply to pre-existing hazardous materials, whether known or not known, or hazardous materials introduced by Landlord or prior tenants. In the event this indemnification obligation conflicts with the indemnification obligation in section 6.6, this indemnification obligation shall govern.

4.5.7 In the event that Tenant fails to comply with any of the foregoing requirements of this Section, after the expiration of the cure period permitted under the Environmental Laws, if any, Landlord may, but shall not be obligated to (i) elect that such failure constitutes a default under this Lease; and/or (ii) take any and all actions, at Tenant's sole cost and expense, that Landlord deems necessary or desirable to cure any such noncompliance. Tenant shall reimburse Landlord for any costs incurred by Landlord in exercising its options under this subsection within 5 days after receipt of a bill therefor.

4.5.8 The provisions of this Section shall survive the expiration or termination of the Lease Term.

Capitalized terms used in this Section and not otherwise defined herein shall have the following meanings:

"Hazardous Materials" means any material defined as hazardous by the Environmental Laws. This material shall include but is not limited to any regulated waste or substance that poses a hazard to health, safety, property, and/or environment.

"Environmental Laws" means all requirements of applicable, environmental, ecological, health, safety, transportation, or industrial hygiene laws or regulations or rules of common law related to the Property, including all requirements imposed by any law, rule, order, or regulation of any federal, state, or local executive, legislative, judicial, regulatory, or administrative agency, board, or authority, which relate to (i) noise; (ii) pollution or protection of the air, surface water, ground water, or land; (iii) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation; (iv) exposure to Hazardous Materials; or (v) regulation of the manufacture, processing, distribution and commerce, use, or storage of Hazardous Materials or public safety.

"Permitted Hazardous Material" means any Hazardous Material which is necessary and commercially reasonable for the provision of any good or service related to the Permitted Use.

4.6 Permits and Licenses. Tenant shall be solely responsible to apply for and secure any hazardous materials and/or building permit or permission of any duly constituted authority for the purpose of doing any of the things which Tenant is required or permitted to do under the provisions of this Lease.

ARTICLE 5
TAXES AND UTILITIES

5.1 Payment of Taxes. Tenant shall pay the Taxes (as defined in the following Section) applicable to the Premises during the Lease Term. Landlord shall provide Tenant with copies of any tax bills applicable to the Premises promptly after receipt of such bills. All such payments shall be made at least 10 days prior to the delinquency date of such payment. Tenant shall promptly furnish Landlord with satisfactory evidence that such Taxes have been paid. If any such Taxes paid by Tenant shall cover any period of time prior to or after the expiration of the Lease Term, Landlord shall reimburse Tenant to the extent required. If Tenant shall fail to pay any such Taxes, Landlord shall have the right (but not the obligation) to pay the same, in which case Tenant shall repay such amount plus any penalties and interest resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

5.2 Definition of "Taxes". As used herein, the term "Taxes" shall include:

5.2.1 Sales tax on Base Monthly Rent, ad valorem taxes assessed against the Premises, and personal property ad valorem tax or gross receipts tax imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, on, against or with respect to the Premises, this Lease, any legal or equitable interest of Landlord or any superior landlord in the Premises or in the real property of which the Premises are a part, Landlord's right to rent or other income therefrom, and Landlord's business of leasing the Premises;

5.2.2 Any tax, fee, levy, assessment, penalty, interest or other charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment, or charge hereinabove included within this definition of Taxes, or (ii) any tax or increase in any tax which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Premises to Tenant, or (iii) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof; and

5.2.3 All inspection fees, taxes, bonds, permits, certificates, assessments and sales, use, property or other taxes, fees or tolls of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against Landlord or Tenant by any federal, state, county or local governmental authority upon or with respect to the Premises or the use thereof or upon the possession, leasing, use, operation or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Lease; and

5.2.4 All taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere, which Tenant shall cause to be separately assessed and billed directly to Tenant.

Tenant shall pay when due or reimburse and indemnify and hold Landlord harmless from and against any Taxes.

5.3 Tenant's Right to Contest Taxes.

5.3.1 Tenant shall have the right, at Tenant's sole expense, to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, but no such contest shall be carried on or maintained by Tenant after the time limit for the payment of any Taxes unless Tenant shall (i) pay the amount involved under protest; (ii) procure and maintain a stay of all proceedings to enforce any collection of any Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money, or by such undertaking, as may be required or permitted by law to accomplish such stay; or (iii) deposit with Landlord, as security for the performance by Tenant of its obligations hereunder with respect to such Taxes, 100% of such contested amount or such other reasonable security as may be demanded by Landlord to insure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. Upon the termination of any such proceedings, Tenant shall pay the amount of such Taxes or part thereof, as finally determined in such proceedings, together with any costs, fees (including all reasonable attorneys' fees and expenses), penalties or other liabilities in connection therewith; provided, however, that if Tenant has deposited cash or cash equivalents with Landlord as security under clause (iii) above, then, so long as no default exists under this Lease, Landlord shall arrange to pay such Taxes (or part thereof) together with the applicable costs, fees and liabilities as described above out of such cash or cash equivalents and return any unused balance, if any, to Tenant. Otherwise, Landlord shall return to Tenant all amounts, if any, held by or on behalf of Landlord which were deposited by Tenant in accordance with such clause (iii) above.

5.3.2 Landlord agrees that whenever Landlord's cooperation is required in any proceeding brought by Tenant to contest any tax, Landlord will reasonably cooperate therein, provided that same shall not entail any cost, liability or expense to Landlord. Tenant shall pay, indemnify and save Landlord harmless of and from, any and all liabilities, losses, judgments, decrees, costs and expenses (including all reasonable attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final settlement, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, and Tenant shall perform and observe all acts and obligations, the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Landlord to the risk of any civil liability or the risk of any criminal liability, and Tenant shall

give such reasonable indemnity or security to Landlord as may reasonably be demanded by Landlord to insure compliance with the foregoing provisions of this Section.

5.4 Payment of Utilities. Tenant shall pay to the utility companies or other parties entitled to payment the cost of all water, heat, air conditioning, gas, electricity, telephone, and other utilities and services provided to or for the Premises, including, without limitation, connection fees and taxes thereon.

5.5 Interruption in Utility Service. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to any abatement of, set off or reduction in the amounts payable to Landlord hereunder or otherwise entitle Tenant to terminate this Lease.

ARTICLE 6
INSURANCE AND INDEMNIFICATION

6.1 Tenant's Insurance. From and after taking possession of the Premises, Tenant shall carry and maintain, at its sole cost and expense, the following types and amounts of insurance on a primary and non-contributory basis. Any coverage maintained by the Landlord shall apply excess of, or contingent upon, the absence of insurance required or maintained by Tenant. All insurance requirements shall be subject to commercially available coverage from qualified insurers.

Insurance Type	Amount of Coverage
Commercial General Liability (bodily injury and property damage)* *Landlord shall be listed as an Additional Insured with either the CG 20 11 01 96 Additional Insured – Managers or Lessors of Premises, or 2026 04 13 Additional insured – Designated Person or Organization endorsement or similar endorsement providing blanket additional insured coverage.	$1,000,000 per occurrence and $2,000,000 in the aggregate
Worker’s compensation	Mandatory. Elective exemptions will not satisfy this requirement.
Business Automobile Liability (owned, non-owned, hired vehicles)	$1,000,000

Business Interruption with Extra Expense Insurance	Maximum Period of Indemnity Option, or limit determined by Tenant, whichever is greater. No coinsurance provisions unless mandated by insurer.
Business Personal Property for Betterments and Improvements, plate glass and exterior signs with Landlord Loss Payee	Limit not less than 100% of the replacement cost determined by Tenant. No coinsurance provision unless mandated by insurer.

6.2 Policy Form.

6.2.1 Tenant shall obtain all policies of insurance required by Article 6 issued in the names of Tenant and Landlord, as their respective interests may appear. In addition, all such policies providing coverage for physical damage shall include a loss payee endorsement in favor of Landlord. The Tenant shall cause copies of such policies of insurance or originally executed certificates thereof to be delivered to Landlord prior to Landlord's execution of this Lease, and not less than thirty (30) days prior to any renewal thereof. As often as any such policy shall expire or terminate, Tenant shall procure and maintain renewal or additional policies with like terms. None of such policies shall contain any co-insurance requirements and all such policies shall provide for written notice to Landlord not less than ten (10) days prior to any modification, cancellation, lapse, or reduction in the amounts of insurance, and shall further provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or part of the payment of such loss. All general liability, property damage, and other casualty policies shall be written on an occurrence basis as primary policies, not contributing with or in excess of coverage which Landlord may carry. If any insurance requirements herein are not available or affordable based on insurance market conditions, Tenant may request a modification or waiver of insurance in writing to Landlord, who will have sole discretion as to approve the modification or waiver by Landlord’s Risk Manager.

6.3 Subrogation Waiver. Tenant (for and by itself and its insurer) hereby waives any rights, including rights of subrogation, each may have against the Landlord on account of any loss or damage occasioned to Tenant, as the case may be, to Tenant’s respective property, the Premises or its contents that are caused by or result from risks insured against under any insurance policies carried by the Tenant hereto and in force at the time of any such damage. The foregoing waivers of subrogation shall be operative only so long as available in the jurisdiction where the Premises are located and so long as no policy of insurance is invalidated thereby.

6.4 Payment of Insurance. In the event that Tenant shall fail to obtain the insurance policies required hereunder or to pay the premiums due for the insurance policies required hereby, Landlord shall have the right, but not the obligation, to pay the same in which case Tenant shall repay such amount plus any penalties or additional amounts resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

6.5 Insurance Use Restrictions. Tenant shall not carry any stock or goods or do anything in, on, or about the Premises which will substantially increase the insurance rates upon the building of which the Premises are a part.

6.6 Indemnification. Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from, any liability, loss, cost, injury, damage or other expense or risk whatsoever that may occur or be claimed by or with respect to any person(s) or property on or about the Premises and resulting directly or indirectly from

6.6.1 the use, misuse, occupancy, possession or disuse of the Premises by Tenant or other persons claiming through or under Tenant, or their respective agents, employees, licensees, invitees, guests or other such persons;

6.6.2 Tenant's maintenance of the condition of the Premises;

6.6.3 any work or thing done in respect of construction of, in or to the Premises or any part of the improvements now or hereafter constructed on the Premises (other than work by or on behalf of Landlord);

6.6.4 any use, possession, occupation, operation, or management of the Premises or any part hereof, including Outdoor front patio seating and nearby Biergarten Seating and Entertainment Area (included as part of the Village Art Plaza);

6.6.5 any failure to, or to properly, use, possess, occupy, operate, maintain or manage the Premises or any part thereof;

6.6.6 the condition, including environmental conditions but only to the extent provided in 4.5.6, of the Premises unless otherwise stated herein;

6.6.7 any negligence on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

6.6.8 any accident, injury or damage to any person or property occurring in, on or about the Premises; and

6.6.9 any act or incident arising out of or related to this Lease.

6.6.10 the indemnification obligation under section 6.6 does not apply to (a) any claims or liabilities resulting from the sole negligence or willful misconduct of Landlord, its employees, agents, or hired contractors by written agreement; (b) any failure by Landlord to perform its contractual maintenance and repair obligations under this Lease; or (c) any pre-existing condition at the Premises not caused by Tenant unless Tenant had a legal duty to use reasonable care in maintaining its premises in a reasonably safe condition for a invitee, or Tenant’s duty to give invitee warning of concealed perils that are or should be known to the Tenant, and that are unknown to the invitee and cannot be discovered

through the exercise of due care. Invitee shall mean either business invitee or public invitee;

6.6.11 Notwithstanding anything to the contrary in this Section 6.6, Tenant's indemnification obligations under this Section 6.6 shall be limited to claims arising from Tenant's negligence, misconduct, or breach of Lease obligations.

ARTICLE 7
MAINTENANCE AND REPAIRS

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain in good repair, order, and serviceable condition the interior of the Premises and every part thereof, including, without limitation, all interior walls, plumbing, ventilation, heating, air conditioning, furnishings, finishings, and electrical systems and equipment in, on, or exclusively serving, the Premises, including the coffee making related Equipment; and all windows, doors, plate glass, interior walls, and ceilings which are part of the Premises. The Tenant shall also, in collaboration with the brewery, be responsible for maintaining in good repair, order, and serviceable condition, the Biergarten Area, as depicted in Exhibit C. The Tenant shall also be responsible for maintaining all exterior outdoor seating areas that the Tenant adds to the front of the premise. The Tenant shall also, at its sole cost and expense, be responsible for all janitorial services related to the Premises, as well as trash removal for the Premise. Tenant's responsibility, if any, indicated above shall not include major maintenance, which means a repair or replacement that exceeds the cost of $500.00 per item, except for Tenant's Equipment and personal property. For purposes of this Section 7.1, "Tenant's Equipment" shall not include building systems, Landlord-installed HVAC, utility infrastructure, or structural components of the Premises or the building.

7.1.1. Tenant's Obligation for HVAC Maintenance. Tenant shall (i) maintain, repair, and replace when necessary all HVAC equipment which services the Premises, and shall keep the same in good condition through regular inspection and servicing, and (ii) maintain continuously throughout the Lease Term a service contract for the maintenance of all such HVAC equipment with a licensed HVAC repair and maintenance contractor approved by Landlord, which contract provides for the periodic inspection and servicing of the HVAC equipment at least once every ninety (90) days during the Lease Term. Tenant shall furnish Landlord with copies of all such service contracts, which shall provide that they may not be canceled or changed without at least thirty (30) days' prior written notice to Landlord. Notwithstanding any provision in the Lease to the contrary, any major repairs and/or replacement to the HVAC equipment, inclusive of any and all HVAC components, will be the Tenant's obligation.

7.1.2 Tenant's HVAC Repairs Contribution. Notwithstanding anything to the contrary set forth in Section 7.1 of the Lease, Landlord hereby agrees that, following the Warranty Period but subject to the Qualifying Conditions (defined hereinafter), if the Existing HVAC System (defined hereinafter) or any major component thereof requires

replacement or repairs costing in excess of $500.00 per unit in any twelve month period (with Tenant paying the first $500.00 of any such costs per unit in any twelve month period, provided, however, if there is more than one unit serving the Premises then not more than $1,000.00 in the aggregate during any twelve month period) ("Tenant's HVAC Repairs Contribution"), then Landlord will be responsible for any costs above Tenant's HVAC Repairs Contribution ("Landlord's HVAC Obligations"). For purposes of this provision, in order to qualify for Landlord's HVAC Obligations, all of the following conditions (the "Qualifying Conditions") must be met: (A) Tenant must enter into and maintain the HVAC Maintenance Contract as required by Section 7.1.1 of the Lease, (B) such repair or replacement is required for the Existing HVAC System (defined hereinafter), (C) the need for such replacement or repair is not the result of the negligence or willful misconduct of Tenant or any of Tenant employees, agents, contractors or invitees, and (D) Tenant have paid Tenant's HVAC Repairs Contribution. The provisions of this Paragraph will only apply to the existing HVAC systems, including any major components thereof (the "Existing HVAC System") serving the Premises. Any replacement or repairs not meeting the Qualifying Conditions will be performed at Tenant sole cost and expense. For purposes of this provision, the cost of the HVAC Maintenance Contract will not be included in Tenant's HVAC Repairs Contribution.

7.2 Landlord's Obligations. Landlord covenants to keep the said Premises in good structural repair, so far as concerns Tenant. The Landlord shall be responsible for major maintenance of the Premises, which means a repair or replacement that exceeds the cost of $500.00 per item.

7.2.1 Common Area Maintenance. The Landlord shall, at its sole cost and expense, be responsible for the Common Area Maintenance (“CAM”), which is limited to the maintenance of parking areas, driveways, alleys, landscaping, lighting, and the building fire sprinkler system.

7.3 Parties' Rights. If either party refuses or neglects to make repairs or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to the other, without prejudice to any other remedy, upon giving ten (10) days prior written notice, such party shall have the right to perform such maintenance or make such repairs on behalf of and for the account of the other. In the event a party so elects, the other shall pay the cost of such repairs, maintenance, or replacements within five (5) days following receipt of a bill therefor.

7.4 Emergency Repairs. If, in an emergency, it shall become necessary to make any repairs or replacements otherwise required to be made by Tenant, Landlord may enter the Premises, and proceed to make or cause such repairs or replacements to be made at its expense. Within thirty (30) days after Landlord renders a bill for such repairs or replacements, Tenant shall reimburse Landlord for the reasonable cost of making such repairs.

7.5 Landlord’s Inspection and Entry Rights. Landlord, or any agent thereof, shall be entitled to enter the Premises during any reasonable business hours, taking into

account Tenant's operations (or any time without notice in the case of an emergency), for any of the following reasons:

i. To examine the Leased Premises;

ii. To make all repairs, addition(s) or alteration(s) that Landlord deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after thirty (30) days' advance notice in writing to Tenant that the Premises or any portion thereof is in need of maintenance or repair and Tenant fails to take appropriate curative actions; or

iii. To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after thirty (30) days' advance notice in writing to Tenant that the Premises or any portion thereof is not in compliance with the terms of the Lease and Tenant fails to take appropriate curative actions;

Provided that nothing herein shall be construed in such a manner as to impose upon Landlord the obligation to so enter the Leased Premises and perform any act referenced above.

7.6 Liability for Entry. Tenant, and any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under Tenant, or any invitees thereof shall have no claim or cause of action against Landlord because of Landlord's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or negligent conduct of Landlord, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 8
ALTERATIONS

8.1 Consent to Alterations. Subject to the prior written consent of Landlord, Tenant may, at its sole cost and expense, make alterations, replacements, additions, changes, and improvements (collectively referred to in this Article as "Alterations") to the Premises as it may find necessary or convenient for its purposes, but only after giving Landlord written notice thereof, together with copies of all architectural plans and specifications relating to any such Alteration.

8.2 Ownership of Alterations. All Alterations made on the Premises shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Premises.

8.3 Alterations Required by Law. Tenant shall, at its sole cost and expense, make any Alteration to or on the Premises, or any part thereof, which may be necessary or required by reason of any law, rule, regulation, or order promulgated by competent government authority.

8.4 General Conditions Relating to Alterations. Any Tenant Alteration shall be subject to the following conditions:

8.4.1 No Alteration shall be undertaken until Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

8.4.2 Any Alteration involving an estimated cost of more than $100,000 shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with detailed plans and specifications and cost estimates prepared by such architect or engineer and approved in writing in advance by Landlord.

8.4.3 Any Alteration shall be made promptly and in a good workmanlike manner, by property qualified and licensed personnel, and in compliance with all applicable permits and authorizations and building and zoning laws and all laws, and in accordance with the orders, rules and regulations of the Florida Building Code, if applicable, and any other body hereafter exercising similar functions having or asserting jurisdiction over the Premises.

8.4.4 No Alteration shall tie-in or connect any improvements to any building on the Premises with any property outside the Premises without the prior written consent of Landlord.

8.4.5 No Alteration shall reduce the value of the Premises or impair the structural integrity of any building comprising a part of the Premises.

8.5 Liens. In connection with Alterations or otherwise, Tenant shall do all things necessary to prevent the filing of any mechanic's or materialman's liens against the Premises, or any part thereof, or upon any interest of Landlord by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against all or any portion of the Premises, Tenant shall either cause same to be discharged of record within thirty (30) days after the date of filing of same or, if Tenant in good faith determines that such lien should be contested, Tenant shall either (i) bond over such lien in accordance with applicable law, or (ii) furnish such security as Landlord shall determine to be necessary and/or required to prevent any foreclosure proceedings against all or any portion of the Premises during the pendency of such contest. If Tenant shall fail to discharge or bond over such lien or fail to furnish such security within such period, then, in addition to any other right or remedy of Landlord resulting from said default of Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Tenant agrees to reimburse Landlord within 5 days after demand for all costs, expenses, and other sums of money spent in connection therewith.

ARTICLE 9
DAMAGE, DESTRUCTION, OBLIGATION TO REBUILD

9.1 Obligation to Rebuild. If any portion of the Premises is damaged or destroyed by fire or other casualty, Tenant shall forthwith give notice thereof to Landlord. Tenant shall obtain an estimate from a licensed architect or contractor of the cost to complete such repair, restoration, rebuilding or replacement, and Tenant shall, at its sole cost and expense, promptly repair, restore, rebuild or replace the damaged or destroyed improvements, fixtures or equipment, and complete the same as soon as reasonably possible, to the condition they were in prior to such damage or destruction, except for such changes in design or materials as may then be required by law. In such event, Landlord shall, to the extent and at the times the proceeds of the insurance are made available to Landlord, and only so long as Tenant shall not be in default under this Lease, deliver such funds to Tenant for the making such repairs, restoration, rebuilding and replacements.

9.2 Casualty During Last Twelve Months. Notwithstanding the foregoing, if the Premises is damaged or destroyed by fire or other casualty during the last twelve (12) months of the Term, Tenant may elect not to rebuild and to terminate this Lease; provided that Landlord shall receive insurance proceeds in the full amount of the casualty loss. In the event that Tenant elects to terminate this Lease and the insurance proceeds are less than the amount of the unpaid rent for the balance of the Lease Term, Tenant agrees to pay the difference to Landlord in cash (or cash equivalent) within five (5) days after receipt of a bill from Landlord.

ARTICLE 10
EMINENT DOMAIN

10.1 Tenant may prosecute any claim of loss or damage, and any right or claim to any part of an award that results from the exercise of eminent domain power of any governmental body, regardless of whether the loss or damage arise because of condemnation of all or part of the Premises. If a partial taking or condemnation renders the Premises unsuitable for Tenant’s purposes under this Lease, the Tenant shall have the option to terminate this Lease. If an eminent domain power is exercised, Tenant shall have a claim for the unamortized portion of Tenant’s capital investment in renovating the Premises and making the improvements specified in the Final Plans against Landlord for the value of an unexpired term of this Lease

ARTICLE 11
PROHIBITION ON ASSIGNMENT AND SUBLETTING

11.1 Landlord's Consent Required.

11.1.1 Tenant shall not assign this Lease or Tenant's interest in and to the Premises without obtaining the prior written consent of Landlord. Any attempted

assignment without such consent shall be void, and shall constitute a default by Tenant under this Lease. For purposes of this Article, the terms "assign" and "assignment" shall include any (i) act attempting to, or document purporting to, assign, transfer, enter into license or concession agreements for, change ownership of, or hypothecate this Lease or Tenant's interest in and to the Premises or any part thereof, (ii) change in the majority ownership of Tenant.

11.1.2 Any permitted assignee, transferee, licensee, concessionaire, or mortgagee shall agree for the benefit of Landlord to be bound by, assume, and perform all of the terms, covenants, and conditions of this Lease.

11.1.3 Notwithstanding anything contained herein to the contrary, Tenant shall not sublet, assign or enter to a management arrangement for the Premises on any basis such that the rent or other amounts to be paid by any subtenant, assignee or manager thereunder would be based, in whole or in part, on the income or profits derived from the business activities of such subtenant, assignee or manager on the Premises.

Notwithstanding the foregoing, Tenant may enter into consignment, product placement, revenue-sharing, commission-based sales, and similar vendor arrangements with Pro Kitchen Hub members and other food, beverage, artisan, retail, or culinary vendors in the ordinary course of Tenant’s business, provided Tenant retains possession, management, and operational control of the Premises and remains fully responsible for all obligations under this Lease. Such arrangements shall not be deemed an assignment, sublease, or transfer of this Lease.

11.2 No Release of Tenant.

11.2.1 No assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. In the event of default by any assignee of Tenant or any successor Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee. Landlord may consent to subsequent assignments of this Lease or amendments or modifications to this Lease with assignees of Tenant, upon notice to Tenant, or any successor of Tenant, and after obtaining Tenant's or such successor's consent thereto, and such action shall not relieve Tenant of liability under this Lease.

11.2.2 Notwithstanding the foregoing subsection, in the event of an assignment otherwise in compliance with this Article, Landlord may, but shall have no obligation to, release Tenant from its primary liability under this Lease. In order to obtain such release, Tenant shall submit a written request to Landlord therefor, together with the following information for the proposed assignee: name; most recently prepared annual and quarterly financial statements (including a balance sheet and an income

statement); and a description of the length and nature of the experience of the proposed assignee and its principals (if a closely held entity) in the business proposed to be conducted by the assignee on the Premises. In the event that Landlord consents to such release, Landlord shall so notify Tenant in writing.

11.3 Subletting.

11.3.1. Tenant is prohibited from subleasing all or any portion of the Premises without obtaining the prior written consent of Landlord. Any attempted sublease without such consent shall be void, and shall constitute a default by Tenant under this Lease.

11.3.2. Landlord's consent to any sublease shall not relieve Tenant from the obligation to obtain Landlord's consent to any further sublease.

11.3.3. Notwithstanding any sublease or assignment, Tenant shall remain fully liable for the payment of all Base Monthly Rent, and for the performance of all the terms, covenants and conditions contained in this Lease on Tenant's part to be observed and performed, and any default under any term, covenant or condition of this Lease by any subtenant or assignee shall be deemed to be a default under this Lease by Tenant.

ARTICLE 12
DEFAULT; REMEDIES

12.1 Default. The occurrence of any one or more of the following events shall constitute a default by Tenant under this Lease:

12.1.1 Unless previously consented in writing by Landlord, the failure of Tenant to operate the Premises with the Permitted Use for more than thirty (30) consecutive days, other than failure to operate caused, in the reasonable opinion of Landlord, by a casualty to the Premises.

12.1.2 The failure by Tenant to make any payment of Base Monthly Rent, Impositions or any other payment required to be made by Tenant hereunder, where such failure shall continue for a period of seven (7) days.

12.1.3 The failure by Tenant to complete Tenant Improvements no later than ninety (90) days from the date that the Landlord receives a Certificate of Completion for the Building Improvements.

12.1.4 Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the non-monetary covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed

to be in default if Tenant commences such cure within said thirty (30)day period and thereafter diligently prosecutes such cure to completion and the final determination thereof.

12.1.5 The admission by Tenant of its inability to pay debts as they mature.

12.1.6 Institution by or against Tenant of any bankruptcy, insolvency, reorganization, receivership or other similar proceeding involving the creditors of Tenant which, if instituted against Tenant is not dismissed within sixty (60) days after the commencement thereof;

12.1.7 The issuance or filing of any judgment, attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or with respect to Tenant, all or substantially all of the assets of Tenant or the Premises.

12.1.8 Sale or other disposition by Tenant of substantially all of its assets.

12.1.9 Dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Tenant.

12.1.10 Any material statement, representation or information made or furnished by or on behalf of Tenant to Landlord in connection with or to induce Landlord to enter into this Lease shall prove to be materially false or misleading when made or furnished.

12.2 Remedies. Upon the occurrence of a default by Tenant pursuant to the foregoing Section or otherwise in under this Lease, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

12.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled, at its option, and without notice to Tenant, to accelerate the remaining rent due and to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

12.2.2 Maintain Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord 's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder.

12.2.3 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the jurisdiction where the Premises are located.

12.3 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies provided in this Section or otherwise available at law or in equity.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; FINANCIAL REPORTING

13.1 Representations and Warranties. To induce Landlord to enter into this Lease, Tenant represents and warrants to Landlord as follows:

13.1.1 This Lease is an enforceable obligation of Tenant.

13.1.2 Tenant is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Internal Revenue Code of 1986, as amended) and the regulations promulgated thereunder).

13.1.3 There are no actions, suits or proceedings pending, or to the best of Tenant's knowledge, threatened, against or affecting it or the Premises which, if adversely determined, would materially impair the ability of Tenant to satisfy its obligations under or relating to this Lease.

13.1.4 Tenant has all required certificates of occupancy, building permits, certificates of environmental impact approval, all zoning, building, housing, safety, fire and health approvals and all other material permits and licenses required by any governmental authority and necessary or advisable to operate, occupy or use the Premises for the Permitted Use, all of which are unexpired, and to the extent obtainable, permanent and unconditional, and, without cost or risk to Landlord, are hereby assigned, to the extent assignable, to Landlord. The Tenant shall also be required to obtain all necessary licenses to operate the Permitted Use.

ARTICLE 14
LIENS

14.1 Liens. Landlord shall have a lien against all of the property of the Tenant which may be located on the Lease Premises, for unpaid rent or other charges. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on said Premises as additional security for the payment of Tenant's monetary obligation under this Lease. Notwithstanding the foregoing, Landlord agrees that its lien shall be subordinate to the lien of any financing or lease hereafter obtained (other than from any parent, subsidiary or affiliated entity of Tenant) for the purpose of acquiring or leasing any equipment, machinery or trade fixtures for use in the operation of Tenant's business on the Premises. Tenant agrees that Landlord's lien may be enforced by distress, foreclosure or otherwise at the election of the Landlord. This provision shall be deemed to constitute a security agreement as that term is defined and utilized in the Uniform commercial Code in force in the State of Florida.

14.2 Prohibition and Indemnity Against Mechanic's and Materialman's Liens.

(a) Landlord and Tenant shall use their best efforts to prevent the creation of any lien against the Premises on account of labor or materials furnished in connection with any construction, maintenance, repairs or alterations each shall undertake. If any such lien is filed against the Premises, the party contracting for such work (the "Contracting Party") shall cause such lien to be released within ninety (90) days after actual notice of the filing thereof or within thirty (30) days of actual notice shall furnish to the other party a bond or other security reasonably satisfactory to the other, conditioned to indemnify the other against the foreclosure of such lien. The Contracting Party shall have the right, after notice to the other, to contest in good faith and with all due diligence any such lien and shall not be required to pay any claim secured by such lien; provided that (i) such lien would not impair the rights or be satisfied out of the interest of the other in the Premises by reason of such delay, and (ii) the Contracting Party will, at its expense, defend the other and pay all costs reasonably incurred by the other relating to the contest if the other is joined in any suit pertaining thereto or if any such lien is placed upon the other's interest in the Premises.

(b) In no event shall anything contained in this Paragraph, or elsewhere in this Lease, be deemed to subject Landlord's interest in the Premises to the lien of any person doing work for or furnishing materials at the instance and request of Tenant. Tenant shall have no authority to create any liens for labor or materials on or against the Landlord's interest in the Premises and all persons contracting with Tenant for the erection, installation, alteration or repair of any building or other improvement in, on or to the Premises, and all materialmen, contractors, subcontractors, sub-subcontractors, mechanics and laborers are hereby charged with notice that they must look solely and only to the Tenant's interest in the Premises to secure the payment of any bill for work done or material furnished during the Term of this Lease and, specifically, not to Landlord or Landlord's interest.

ARTICLE 15
BANKRUPTCY OR INSOLVENCY

15.1 Liquidation. In the event that Tenant shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code"), and Tenant's trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section are satisfied. If Tenant or Tenant's trustee shall fail to assume this Lease within one-hundred twenty (120) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee and this Lease, upon the election of Landlord, shall terminate, but Landlord's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.

15.2 Reorganization. In the event that a voluntary petition for reorganization is filed by Tenant, or an involuntary petition is filed against Tenant under Chapter 11 of the

Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within 120 days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee, and this Lease, upon the election of Landlord, shall terminate. Landlord's right to be compensated for damages under the Bankruptcy Code, shall survive, whether or not this Lease shall be terminated.

ARTICLE 16
GENERAL PROVISIONS

16.1 Quiet Enjoyment. Subject to the terms and conditions of this Lease, Tenant shall have the quiet and peaceful possession of the Premises.

16.2 Definition of Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, including, without limitation, insurance premiums and other Impositions payable hereunder shall be deemed to be "Rent."

16.3 Subordination. Subject to Article 14 hereof, this Lease shall be subordinate to any superior lease, mortgage, deed of trust, or any other hypothecation or security now existing or hereafter placed upon the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof and Tenant hereby agrees, upon request by Landlord, to execute and deliver to Landlord and its lender(s) a subordination, non-disturbance and attornment agreement in the form reasonably prescribed by such lender(s) with respect to any such superior lease, mortgage, deed of trust, hypothecation, or security.

16.4 Surrender of Premises. Except for changes resulting from eminent domain proceedings and Landlord approved alterations, at the expiration or sooner termination of the Lease Term, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant may at such time remove all of Tenant's moveable equipment, machinery, trade fixtures and other personal property, and restore to original condition any Alterations not previously approved by Landlord, and shall repair any damage to the Premises caused thereby, and any or all of such property not so removed shall become the exclusive property of Landlord or be disposed of by Landlord, without further notice to or demand upon Tenant.

16.5 Estoppel Certificates. Each party (each a "Responding Party") shall at any time upon not less than 10 days' prior written notice from the other party (each a "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in a form prescribed by Landlord certifying and acknowledging the following: (i) that this Lease represents the entire agreement between Landlord and Tenant, and is

unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Minimum Monthly Rent and other charges are paid in advance, if any; and (ii) that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of the Requesting Party.

16.6 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16.7 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all prior agreements between them with respect to the Premises, whether written or oral.

16.8 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, certified mail, return receipt requested or by nationally recognized overnight courier service delivered to Tenant or to Landlord, as the case may be, at the addresses for each set forth in the Fundamental Lease Provisions. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

16.9 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent default by Tenant of the same of any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding default by Tenant hereunder, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent.

16.10 Recording. Either Landlord or Tenant shall, upon request of the other, execute, acknowledge, and deliver to the other a "short form" memorandum of this Lease for recording purposes. Such memorandum shall be in the form prescribed by Landlord. In addition, any termination agreement shall be similarly recorded, which agreement shall survive the termination of this Lease.

16.11 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration or termination of the Lease Term, such occupancy shall be a tenancy from month-to-month upon all the provisions of this Lease pertaining to the obligations of Tenant and Tenant shall thereby waive its rights of notice to quit. The monthly rent due during such hold-over period shall be equal to 150% of the Minimum

Monthly Rent then in effect, and Tenant shall continue to be obligated to pay all Impositions and other amounts required to be paid by the terms of this Lease.

16.12 Choice of Law and Venue. The laws of Florida shall govern the validity, performance, and enforcement of this Lease. Any legal proceeding instituted to enforce the terms and conditions of this Lease, or otherwise related to this Lease, shall be instituted and maintained exclusively in the 17th Judicial Circuit, in and for Broward County, Florida.

16.13 Attorneys' Fees. Should either party institute any action or proceeding to enforce any provision hereof or for a declaration of such party's rights or obligations hereunder, the prevailing party shall be entitled to receive from the losing party such amounts as the court may adjudge to be reasonable attorneys' fees and expenses for services rendered to the party prevailing in any such action or proceeding, and such fees shall be deemed to have accrued upon the commencement of such action or proceeding and shall be enforceable whether or not such action or proceeding is prosecuted to judgment.

16.14 Waiver of Jury Trial. LANDLORD AND TENANT EACH HEREBY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

16.15 Liability of Landlord. In the event of any sale or other transfer of Landlord's interest in the Premises, Landlord shall be relieved of all liabilities and obligations of Landlord hereunder arising after the date of such transfer. Notwithstanding anything contained herein to the contrary, Landlord shall have no personal liability in respect of any of the terms, covenants, conditions or provisions of this Lease, and in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant and any persons claiming by, through or under Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's and/or such persons' remedies and claims for damages.

16.16 Payment and Performance Bonds. Prior to commencement of construction of the Tenant Improvements to the Leased Premises contemplated by the Final Plans, Tenant shall provide satisfactory proof that it has secured a statutory payment and performance bond pursuant to Florida Statutes Chapter 713 and Florida Statutes Chapter 255 (for itself or from its respective contractor(s)) for construction of the improvements and infrastructure improvements related thereto, written by a corporate surety company on the U.S. Department of Treasury's current approved list of acceptable sureties on Federal Bonds, as found in the U.S. Department of Treasury Circular No. 570, as same may be updated from time to time in the full amount of any contract entered into by Tenant with said bonds being executed and issued by a resident agent licensed by and having offices in the State of Florida representing such corporate surety at the time such capital improvements are constructed, conditioned upon full and faithful performance by Tenant

or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify Landlord as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by Tenant in the performance of the contractor's contract, shall not be raised as a defense to the Landlord as one of the obligee's requiring performance of such construction contract by the surety.

16.17 No Merger. There shall be no merger of this Lease, or the leasehold estate created by this Lease, with any other estate or interest in the Premises, or any part thereof, by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, and (ii) any such other estate or interest in the Premises or any part thereof; and no such merger shall occur unless and until all persons, corporations, firms and other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created by this Lease; and (2) any such other estate or interest in the Premises, or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

16.18 Interpretation. The captions by which the Articles and Sections of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease. Whenever the context so requires, singular numbers shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the terms "Landlord" and "Tenant" and "person" shall include corporations, limited liability companies, partnerships, associations, other legal entities, and individuals.

16.19 Not Construed Against Drafter. This Lease has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Lease require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

16.20 Relationship of the Parties. Nothing in this Lease shall create a partnership, joint venture, employment relationship, borrower and lender relationship, or any other relationship between Landlord and Tenant, other than the relationship of landlord and tenant.

16.21 Successors. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective personal and legal representatives, heirs, successors, and assigns.

16.22 Modifications. This Lease may not be altered, amended, changed, waived, terminated, or modified in any manner except by a written instrument executed by Landlord and Tenant.

16.23 Brokerage Fees. Landlord and Tenant each represent and warrant that they have not employed a broker in connection with the execution of this Lease. Landlord and Tenant shall each indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions arising from such party having employed a broker contrary to its representation in this Section.

16.24 Waiver of Redemption. To the extent permitted by law, Tenant hereby waives any and all rights of redemption with respect to this Lease. Tenant hereby waives any rights it may have to any notice to cure or vacate or to quit provided by any current or future law; provided that the foregoing shall not be deemed to waive any notice expressly provided in this Lease.

16.25 No Waiver of Sovereign Immunity. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including Landlord, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes, as amended.

16.26 Not Binding Until Executed. This Lease does not constitute an "offer" and is not binding until fully executed and delivered by Landlord.

16.27 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first set forth above.

LANDLORD:
CITY OF SUNRISE

By: _____

Its: _____

TENANT:
THE CRAFTED HUB LLC D/B/A THE CRAFTED HUB CAFE

By: _____

Its: _____

AND

By: _____

Its: _____

ATTEST:

_____
Felicia M. Bravo, City Clerk

WITNESS:

_____
Print Name: _____
Address: _____
_____
_____

Date:_____

WITNESS:

_____
Print Name: _____
Address: _____
_____
_____

Date:_____

EXHIBIT A
DESCRIPTION OF PREMISES

Unit 11 of LIBRARY SQUARE, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985 and recorded in Official Records Book 12352, Page 538, of the Public Records of Broward County, Florida.

EXHIBIT B
COFFEE SHOP/CAFÉ CONCEPT

The Crafted Hub Café is the flagship, café-format storefront of The Crafted Hub, Pro Kitchen Hub's retail and marketplace sub-brand. Rather than a single chef's concept, every pastry, sauce, dessert, and drink on the menu is sourced from a curated, featured selection of Pro Kitchen Hub member entrepreneurs, so the offering keeps evolving while every product carries a maker and a story behind it. The brand's identity, "Made by Many. Shared in One Place," reflects a modern, community-driven café built around Caribbean and international flavors, recurring community programming, and a direct pipeline for local food businesses to reach real customers without signing their own lease.

This approximately 1000 sq. ft. coffee shop will include:

- A modern-industrial café interior carrying the brand's black, white, and Apple Red palette from the storefront through to the counter, with a digital menu board, long communal tables, free Wi-Fi, and curated music.

- A kitchen equipped for a featured member-made menu, coffee, and pastries, along with a dedicated prep kitchen and organized dry and cold storage.

- Outdoor front patio seating and nearby Biergarten seating and entertainment area, included as part of the Village Art Plaza.

- A back door connecting directly to the Village Art Plaza, creating a seamless flow between the Plaza, the brewery, and the café.

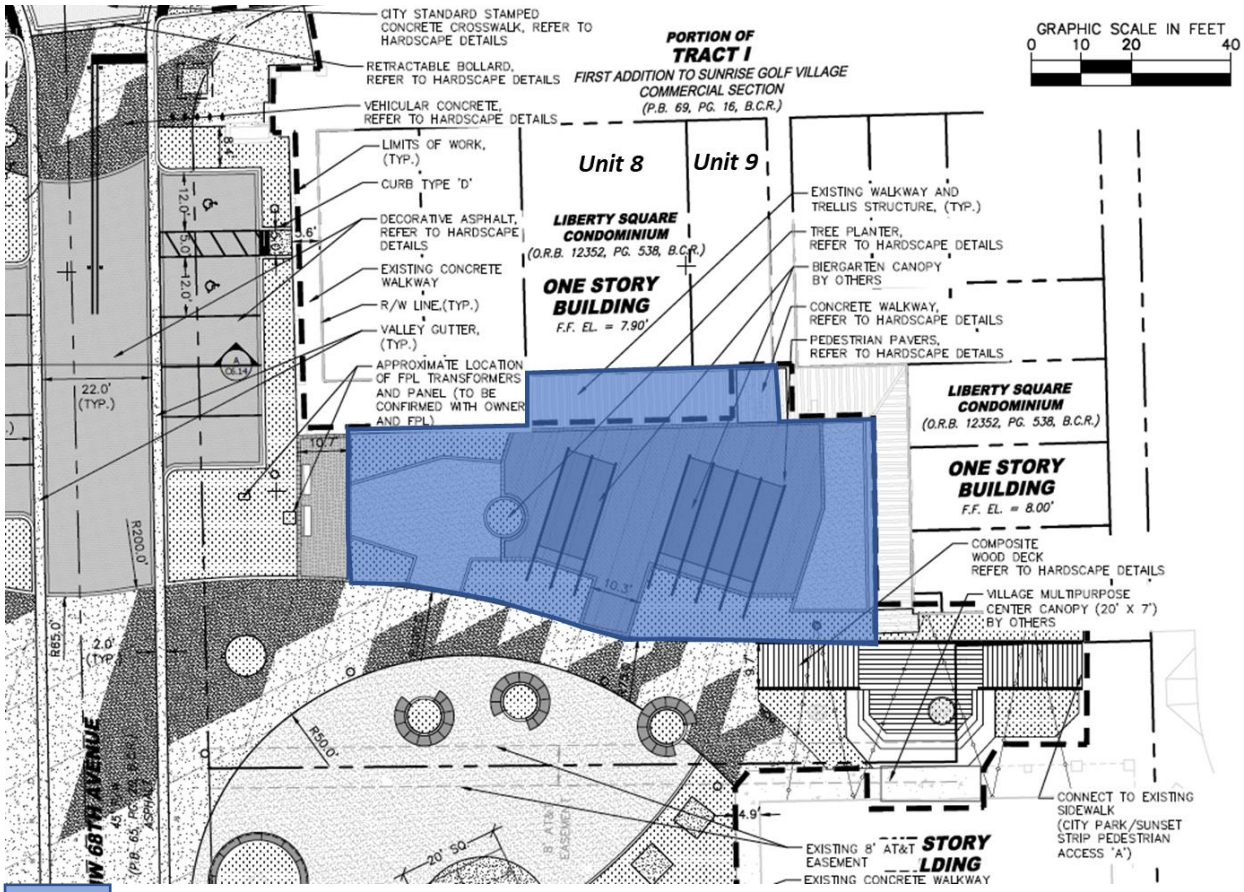
- High bar seating, low table seating, and community tables for gathering and co-working.

- A standing retail shelf area featuring take-home goods from Pro Kitchen Hub members: teas, granola, spice blends, sauces, baked goods, and gifts.

- Recurring community programming, including tastings, food demos, member spotlight events, and cultural and game-night activations, consistent with the Lease's event requirements.

- Art and décor throughout reflecting the brand's community-driven, culturally diverse identity.

EXHIBIT C
BIERGARTEN AREA



- Limit of Biergarten Maintenance Area

EXHIBIT D
INTERIOR MODIFICATIONS (UNIT11) AT LIBRARY SQUARE

POWER SYMBOLS

- SINGLE RECEPTACLE - WALL, CEILING, FLOOR
- DUPLEX RECEPTACLE - WALL, CEILING, FLOOR, SURFACE
- DOUBLE DUPLEX RECEPTACLE - WALL, CEILING, FLOOR
- RECEPTACLE, 220V, 3 PHASE - SINGLE, DUPLEX
- RECEPTACLE, 240/208V, 1 PHASE - WALL, FLOOR
- RECEPTACLE, 480V, 3 PHASE - WALL, FLOOR

RECEPTACLE IDENTIFIERS:

"A"	ABOVE COUNTER
"C"	CEILING
"GFCI"	GROUND FAULT CIRCUIT INTERRUPTER
"WP"	WEATHERPROOF

- PP POWER POLE - NEW / EXISTING
- P D POWER AND DATA FURNITURE FEED
- B UTILITY BREAKER
- M UTILITY METER
- DM DIGITAL METER
- MAIN DISTRIBUTION PANEL
- RECESSED ELECTRICAL PANEL - NEW / EXISTING
- SURFACE MOUNTED ELECTRICAL PANEL - NEW / EXISTING
- TELEPHONE TERMINAL CABINET
- CP CONTROL PANEL
- NON-FUSED DISCONNECT SWITCH
- FUSED DISCONNECT SWITCH
- MOTOR STARTER
- COMBINATION DISCONNECT SWITCH / MOTOR STARTER
- SINGLE-PHASE MOTOR
- THREE-PHASE MOTOR
- VFD VARIABLE FREQUENCY DRIVE
- PUSHBUTTON - 1 BUTTON, 2 BUTTON, 3 BUTTON
- PUSHBUTTON - EMERGENCY OFF

LIGHTING SYMBOLS

- POLE MOUNTED FIXTURE - SINGLE HEAD
- POLE MOUNTED FIXTURE - DOUBLE HEAD
- RECTANGULAR CEILING FIXTURE
- RECTANGULAR EMERGENCY CEILING FIXTURE
- RECTANGULAR WALL MOUNTED FIXTURE
- RECTANGULAR WALL MOUNTED EMERGENCY FIXTURE
- ROUND/MISCELLANEOUS LIGHT FIXTURE - CEILING / WALL MOUNTED
- ROUND/MISCELLANEOUS EMERGENCY LIGHT FIXTURE - CEILING / WALL MOUNTED
- WALL WASHER FIXTURE
- SPOT LIGHT FIXTURE
- TRACK LIGHTING
- LINEAR FIXTURE
- EMERGENCY LINEAR FIXTURE
- WALL MOUNTED LINEAR FIXTURE
- WALL MOUNTED EMERGENCY LINEAR FIXTURE
- EXIT LIGHT - CEILING / WALL MOUNTED, HATCH INDICATES NUMBER OF FACES, ARROWS AS INDICATED ON PLANS
- BATTERY OPERATED EMERGENCY LIGHTING UNIT
- COMBINATION EMERGENCY/EXIT LIGHTING UNIT
- DUAL REMOTE HEAD EMERGENCY UNIT - CEILING/WALL MOUNT
- EMERGENCY LIGHTING UNIT BATTERY
- "NL" 'NL' INDICATES UNSWITCHED NIGHT LIGHT

WIRING SYMBOLS

- CONDUIT RUN
- EXISTING CONDUIT / WIRE
- CONDUIT / WIRE TO BE REMOVED (DEMOLITION)
- CONDUIT UP
- CONDUIT DOWN
- B-1 CONDUIT HOMERUN TO PANEL
- 3F0 FEEDER NUMBER, REFER TO BRANCH WIRING SCHEDULE
- G UNDERGROUND GROUND WIRE
- G ABOVE GROUND GROUND WIRE/LIGHTNING PROTECTION CONDUCTOR
- T UNDERGROUND TELECOMMUNICATIONS CONDUIT / DUCT
- E UNDERGROUND ELECTRICAL CONDUIT / DUCT
- J JUNCTION BOX
- PB PULL BOX
- GROUND ROD
- TAP
- LIGHTNING PROTECTION AIR TERMINAL
- LIGHTNING PROTECTION BOND

SWITCHING SYMBOLS

- $ SINGLE POLE TOGGLE SWITCH
- $2 DOUBLE POLE SWITCH
- $3 THREE-WAY SWITCH
- $4 FOUR-WAY SWITCH
- $D DIMMER SWITCH
- $F FAN CONTROLLER
- $LV LOW VOLTAGE SWITCH
- $MC MOMENTARY CONTACT SWITCH
- $OS WALL MOUNTED OCCUPANCY SENSOR WITH INTEGRAL SWITCH
- $T TIMER SWITCH
- $WP WEATHERPROOF SWITCH
- $PS MOTORIZED PROJECTION SCREEN SWITCH
- $HP HORSEPOWER RATED SWITCH
- D DIMMING STATION
- OS OCCUPANCY SENSOR - WALL / CEILING MOUNTED
- PC PHOTO CELL
- C LIGHTING CONTACTOR

SECURITY SYMBOLS

- SCP SECURITY CONTROL PANEL
- FIXED CLOSED CIRCUIT TV CAMERA
- PTZ PTZ CLOSED CIRCUIT TV CAMERA
- D DOOR INTERFACE BOX
- K SECURITY KEYPAD
- DC DOOR CONTACT
- ES ELECTRIC DOOR STRIKE
- MD MOTION DETECTOR
- ML MAGNETIC LOCK
- CR CARD READER
- DA DOOR ALARM
- DH DOOR HOLDER
- B DOOR BELL
- B DOOR BUZZER

FIRE ALARM SYMBOLS

- FACP FIRE ALARM CONTROL PANEL
- FAA FIRE ALARM REMOTE ANNUNCIATOR PANEL
- FIRE FIGHTER'S PHONE
- F FIRE ALARM PULL STATION
- H FIRE ALARM HORN - WALL / CEILING MOUNTED
- F FIRE ALARM SPEAKER - WALL / CEILING MOUNTED
- H F FIRE ALARM COMBO SPEAKER/STROBE OR HORN/STROBE PER PLANS - WALL / CEILING MOUNTED
- H FIRE ALARM STROBE - WALL / CEILING MOUNTED
- H HEAT DETECTOR
- S SMOKE DETECTOR
- D SMOKE DETECTOR - DUCT MOUNTED
- RTS REMOTE STATION FOR DUCT DETECTOR
- PIV POST INDICATOR VALVE
- FS FLOW SWITCH
- TS TAMPER SWITCH

TELECOM & A/V SYMBOLS

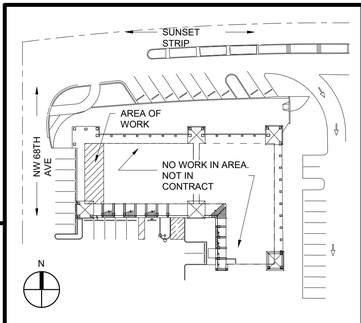
- TELEPHONE OUTLET - WALL / FLOOR MOUNTED
- DATA OUTLET - WALL / FLOOR MOUNTED
- DUAL TELEPHONE/DATA OUTLET - WALL / FLOOR MOUNTED
- COAXIAL OUTLET – WALL MOUNTED
- M MICROPHONE OUTLET - WALL / FLOOR MOUNTED
- S SPEAKER - WALL / CEILING MOUNTED
- VC VOLUME CONTROL
- TV TELEVISION OUTLET IN RECESSED BOX WITH RJ45 AND COAXIAL OUTLETS
- IC INTERCOM
- MI MASTER INTERCOM AND DIRECTORY UNIT
- IP CLOCK - WALL / CEILING MOUNT

ELECTRICAL GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH THE LATEST EDITIONS OF ALL RELEVANT NFPA AND FBC REQUIREMENTS. AT A MINIMUM WITH THE FOLLOWING CODES:
   - FLORIDA BUILDING CODE 2023
   - NATIONAL ELECTRIC CODE 2020
   - FLORIDA FIRE PREVENTION CODE 2023
2. DRAWINGS ARE DIAGRAMMATICAL AND INDICATE DESIGN INTENT.
3. DO NOT SCALE DRAWINGS.
4. FIELD VERIFY EXISTING CONDITIONS AND ACTUAL DIMENSIONS PRIOR TO START OF WORK.
5. THOROUGHLY COORDINATE ELECTRICAL WORK WITH OTHER TRADES TO AVOID PHYSICAL CONFLICTS AND CONFLICTS WITH WORK SEQUENCE.
6. REFER TO ARCHITECTURAL DRAWINGS FOR WALLS WITH SPECIAL WALL FINISHES. COORDINATE OVERALL WALL COVERING THICKNESS AND PROVIDE PLASTER RING WITH APPROPRIATE DEPTH.
7. ALL CONDUITS SHALL CONTAIN PROPERLY SIZED GROUND WIRE.
8. ALL CONDUIT AND WIRING SHALL BE CONCEALED IN WALL OR CEILING CAVITY EXCEPT FOR EXISTING BLOCK WALLS AND AREAS WITH EXPOSED CEILING CONSTRUCTION. ALL AREAS WITH NEW WALLS OR RECONSTRUCTED WALLS SHALL HAVE CONDUIT AND WIRING CONCEALED IN WALL CAVITY. EXPOSED CONDUIT IN HIGH BAY STORAGE, MAINTENANCE AND DELIVERY STORAGE SHALL BE RGS UP TO 10 FT HEIGHT ABOVE FINISHED FLOOR, WHERE MOUNTED EXPOSED.
9. THE ELECTRICAL CONTRACTOR MAY, AT THEIR OPTION, REUSE A PORTION OR ALL OF EXISTING MULTI-BRANCH CIRCUIT WIRING AND/OR CONDUIT(S) PROVIDED THEY MEET ALL THE REQUIREMENTS OF THE NEW INSTALLATIONS (I.E., APPROPRIATE ROUTING, CONDUIT SIZE, CONDUIT TYPE, WIRE SIZE FOR LENGTH WITH DERATING, ETC.).
10. BRANCH CIRCUIT WIRING SHALL BE DERATED PER NEC 310-15. DUE TO HARMONIC LOADING. THE NEUTRAL CONDUCTOR SHALL BE CONSIDERED AS CURRENT CARRYING CONDUCTOR FOR DERATING PURPOSES.
11. MAIN BRANCH CIRCUIT CONDUIT RUNS SHALL BE EMT. FLEXIBLE CONDUIT OR MC CABLE MAY BE USED FOR FINAL RUN TO POWER POLE (MAXIMUM OF 10 FEET LENGTH) OR FOR FISHING DOWN EXISTING WALLS. REFER TO SPECIFICATIONS FOR ADDITIONAL RACEWAY RESTRICTIONS.
12. WHERE GFCI PROTECTION IS INDICATED, A GFCI TYPE RECEPTACLE SHALL BE PROVIDED AT EACH LOCATION. LOAD SIDE PROTECTION OF DOWN STREAM DEVICES WILL NOT BE ACCEPTABLE. GFCI RECEPTACLES SHALL BE READILY ACCESSIBLE.
13. RECEPTACLES WITHIN 6 FT OF SINKS SHALL BE GFCI.
14. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE POWER FEED(S) TO ANY/ALL MECHANICAL EQUIPMENT THAT REQUIRE A POWER FEED, UNLESS OTHERWISE NOTED. COORDINATE WITH INFORMATION ON MECHANICAL DRAWINGS AND MECHANICAL TRADES ON SITE.
15. REFER TO ARCHITECTURAL DRAWINGS FOR WALLS TO BE PROVIDED WITH INSULATION FOR ACOUSTICAL PURPOSES.
16. ALL EMPTY CONDUITS SHALL BE DEBURRED, CLEANED, TAGGED AND PROVIDED WITH A NYLON PULL STRING AND CAPPED AT OPEN ENDS NOT TERMINATED ANY WHERE.
17. IN AREAS WITH GYPSUM BOARD CEILINGS THE ELECTRICAL TRADES SHALL ROUTE CONDUIT AND POSITION PULL/JUNCTION BOXES TO ALLOW ACCESS THRU ACCESS PANELS BY ARCHITECTURAL TRADES, WHERE POSSIBLE. WHERE ADDITIONAL ACCESS PANELS ARE REQUIRED FOR ELECTRICAL EQUIPMENT, THE ELECTRICAL TRADES SHALL INCLUDE THE ACCESS PANEL IN THE BID. ACCESS PANEL SHALL BE INSTALLED BY THE CEILING INSTALLER. ADDITIONAL ACCESS PANEL LOCATIONS SHALL BE APPROVED BY THE ARCHITECT.
18. MOUNTING HEIGHTS OF ELECTRICAL DEVICES ARE TO CENTER OF DEVICE UNLESS OTHERWISE NOTED.
19. ELECTRICAL DEVICE OUTLETS SHALL NOT BE LOCATED BACK TO BACK WITHIN THE SAME STUD SPACE IN INTERIOR WALLS, WHICH ARE INSULATED. THE DEVICES IN ONE ROOM SHALL BE OFFSET TO THE NEXT STUD SPACE.
20. MULTIGANG DEVICES SHALL BE GANGED UNDER SINGLE MULTIGANG COVERPLATE.
21. WHERE ELECTRICAL DEVICES ARE INDICATED ON A COLUMN, THE DEVICE SHALL BE CENTERED ON THE COLUMN SURFACE.
22. ALL EMERGENCY WIRING SHALL BE IN SEPARATE CONDUIT FROM NON-EMERGENCY WIRING (EXCEPT AT J-BOX AND FINAL CONNECTION TO LIGHT FIXTURES).
23. REFER TO ONE LINE DIAGRAM FOR CONDUIT AND WIRE SIZES.
24. PROVIDE CONDUIT CONNECTOR OR BUSHING ON END OF CONDUIT FOR ALL CONDUIT STUB OUTS.
25. WALL COMMUNICATION OUTLET ROUGH IN SHALL BE PROVIDED WITH 2 GANG BACKBOX, REDUCING 1 GANG PLASTER RING, ¾" CONDUIT STUB TO ACCESSIBLE CEILING SPACE AND NYLON PULL STRING.
35. ALL 120 VOLT BRANCH CIRCUITS SHALL BE PROVIDED WITH SEPARATE FULL SIZE NEUTRAL CONDUCTORS.
36. 120 VOLT BRANCH CIRCUITS MAY SHARE FULL SIZE GROUND WITH UP TO 3 CIRCUITS WHICH SERVE SIMILAR LOADS.
37. CIRCUIT NUMBERS ARE INDICATED FOR CIRCUIT QUANTITIES AND GENERAL CONFIGURATION ONLY. ACTUAL CIRCUIT NUMBERS MAY VARY. FIELD VERIFY. PROVIDE ACTUAL CIRCUIT NUMBERS ON AS-BUILTS.
38. PROVIDE FIELD LABELING OF ALL NEW BRANCH CIRCUITS AND ALL EXISTING RECEPTACLE DEVICES TO INDICATE PANEL BOARD AND CIRCUIT NUMBER OF SOURCE. PROVIDE LABELING ON DEVICE COVER PLATE OR J-BOX COVER.
39. ELECTRICAL TRADES TO VERIFY EXISTING CIRCUITS WHICH REMAIN AND QUANTITY OF AVAILABLE SPARE CIRCUITS IN EACH PANEL BOARD AFTER PRE-BID/PRE-DEMOLITION INVESTIGATION IS COMPLETE. IF QUANTITY OF AVAILABLE CIRCUITS IS LESS THAN QUANTITY INDICATED TO BE USED ON NEW WORK PLANS, REVIEW CIRCUITING WITH OWNER'S REPRESENTATIVE AND ENGINEER FOR REVISION OF CIRCUIT QUANTITIES AND LOAD SERVED. CIRCUIT QUANTITY ADJUSTMENTS TO BE MADE BASED ON UNIT PRICING.
40. CONDUCTORS SIZED FOR VOLTAGE DROP THAT ARE TOO LARGE FOR LUGS SHALL BE REDUCED USING STRAIGHT PIN TERMINALS WITH STRANDED PIGTAIL AND INSULATING COVERS. USE STRANDED BI-METALLIC PIN TERMINALS.
41. PROVIDE PULL BOXES AS REQUIRED TO INTERCEPT FEEDER AND BRANCH CIRCUITS AND EXTEND TO NEW PANEL LOCATION. REFER TO SPECIFICATIONS FOR APPROVED SPLICING METHODS. LOCATE PULL BOXES IN JOIST.
42. COORDINATE SEQUENCING AND TEMPORARY REQUIREMENTS TO MAINTAIN LIGHTING SYSTEM OPERATION DURING CONSTRUCTION.
43. THE ELECTRICAL TRADES SHALL PROVIDE FIELD INVESTIGATION TO VISUALLY AND ELECTRICALLY TRACE BRANCH CIRCUITS, WHICH ARE TO BE REMOVED. IF BRANCH CIRCUITS SERVE LIGHTING OR EQUIPMENT OUTSIDE OF THE PROJECT SCOPE, THE EXISTING BRANCH CIRCUIT WIRING SHALL BE MAINTAINED TO SERVE THESE LOADS.

ELECTRICAL SHEET INDEX

E0	ELECTRICAL LEGEND & GENERAL NOTES
E1	ELECTRICAL PROPOSED POWER PLAN
E2	ELECTRICAL PROPOSED CEILING PLAN
E3	ELECTRICAL PROPOSED ROOF POWER PLAN
E5	ELECTRICAL SPECIFICATIONS
E6	ELECTRICAL RISER & SCHEDULES



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300 SE 2ND STREET, STE 600
FORT LAUDERDALE, FL 33301
PHONE: (954) 933-8246
www.bildworx.com

REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
sma@saltzmichelson.com
AA-0009976

Project No. : SMA: 2024-116
City:
Drawn By : AK
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INTERIOR MODIFICATIONS (UNIT 11)
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RAJI SAYEGH LICENSE No. 78700 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Raji Sayegh
Date: 2026-07-06 21:04:24

ELECTRICAL LEGEND & GENERAL NOTES

100% CONSTRUCTION DOCUMENTS

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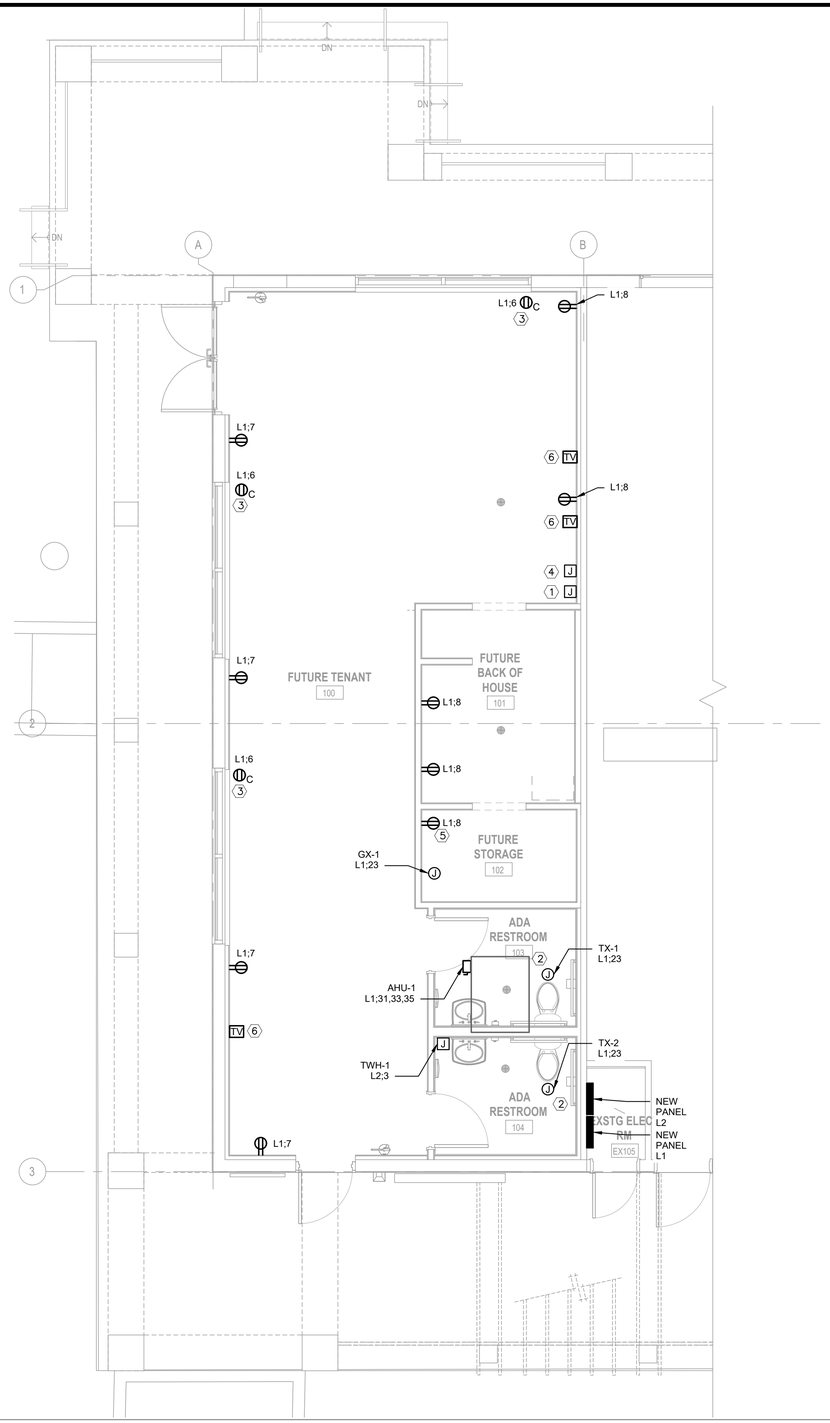
E0



1 E1 **ELECTRICAL PROPOSED FLOOR POWER PLAN**

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. REFER TO SHEET E6 FOR PANEL SCHEDULES.
2. CEILING IN OPEN AREAS ARE EXPOSED. GC SHALL INSTALL ALL CONDUITS AND WIRING TIGHT TO CEILING. ALL WIRING/ CONDUITS SHALL BE ORGANIZED USING WIRE LADDER RACKS AS NECESSARY.
3. FOR ALL EQUIPMENT DENOTED AS "FUTURE" CONTRACTOR SHALL PROVIDE CONDUIT STUBOUT AND PULLSTRING ORIGINATING FROM PANELBOARD. RECEPTACLES AND BREAKERS ARE NOT PART OF SCOPE FOR FUTURE EQUIPMENT. COORDINATE EXACT LOCATIONS OF STUBOUTS WITH TENANT.

KEY NOTES:

1. ROUTE A 1" CONDUIT WITH PULLSTRING TO ELECTRICAL PANEL FOR FUTURE POWER.
2. EXHAUST FANS SHALL BE CONTROLLED WITH LIGHT CONTROLS IN SPACE.
3. PROVIDE AN ASTRONOMICAL PROGRAMMABLE TIMER FOR WINDOW RECEPTACLES AND OUTDOOR EXISTING SIGNAGE. REFER TO LIGHTING PLANS FOR LOCATION.
4. ROUTE A 1" CONDUIT WITH PULLSTRING TO DATA RACK LOCATION FOR FUTURE POS DATA CONNECTION.
5. PROVIDE A DEDICATED OUTLET FOR FUTURE DATA RACK. ROUTE A 2" CONDUIT FROM ISP LOCATION FROM COMMON BUILDING AREA TO THIS LOCATION. COORDINATE EXACT LOCATION WITH TENANT.
6. FOR EACH TV LOCATION SHOWN PROVIDE A POWER OUTLET AT 76" AFF AND A SPARE JUNCTION BOX. ROUTE 1" CONDUIT WITH PULLSTRING FROM JUNCTION BOX TO FUTURE TELECOM RACK LOCATION

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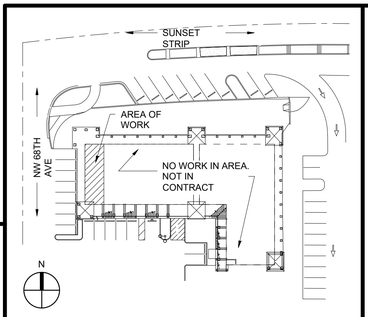

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ELECTRICAL PROPOSED POWER PLAN

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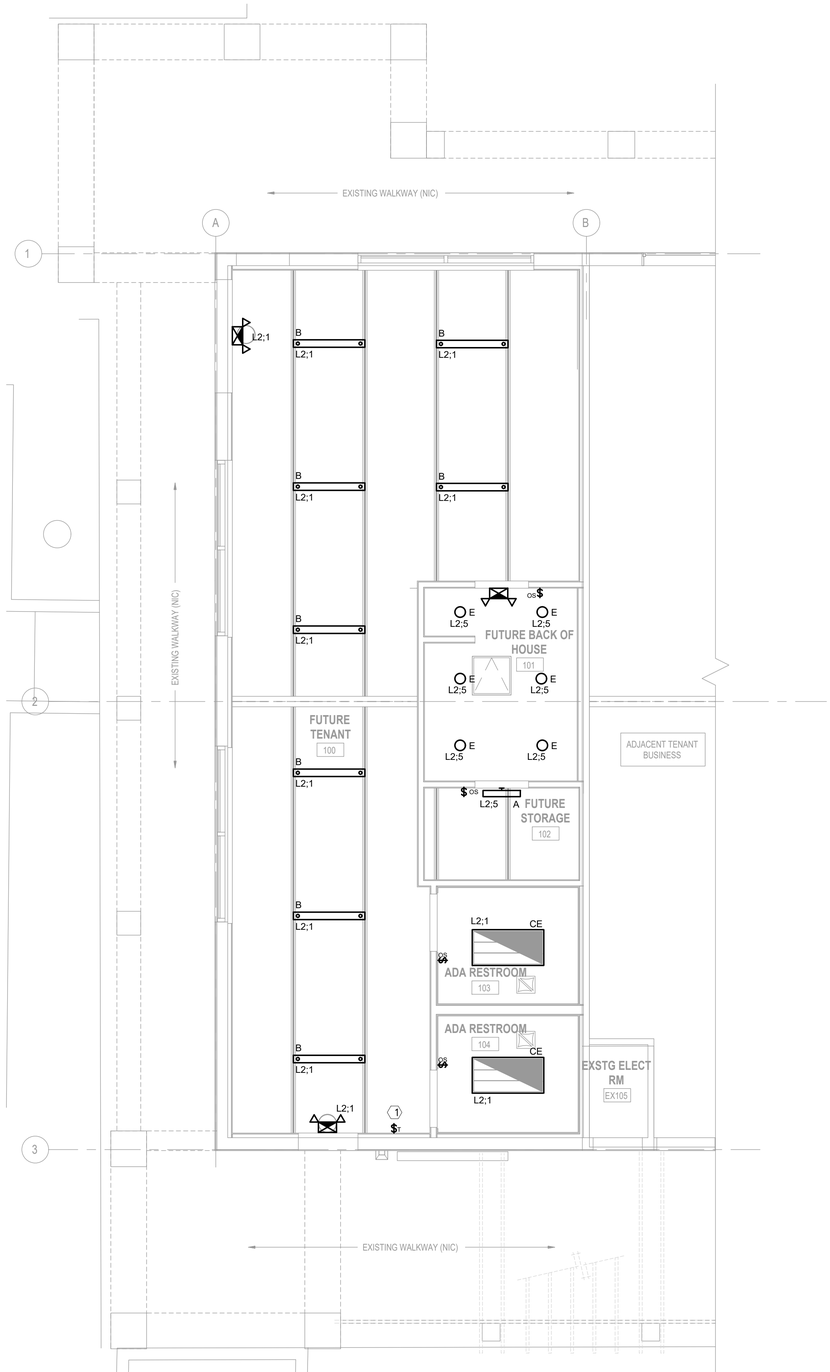

LIGHTING FIXTURE SCHEDULE

PICTURE	DESIGNATION	DESCRIPTION	VOLTAGE	COLOR TEMPERATURE	LUMENS	CRI	POWER	MANUFACTURER	MODEL NUMBER
	A	4' LED STRIP	120-277V	4000K	3000	80	30W/4ft	LITHONIA LIGHTING	ZL1D L48 3000LM MVOLT FST 40K 80CRI WH
	B	1'x4' LED LIGHTING FIXTURE	120-277V	4000K	3251	80	28.2W	LITHONIA LIGHTING	WL4 30L LP840
	CE	2'x4' LED LIGHTING FIXTURE WITH BATTERY PACK	120-277V	4000K	3000	80	30.3W	LITHONIA LIGHTING	STAKP 2X4 3000LM 80CRI 40K COLT MVOLT
	E	6" LED DOWNLIGHT	120-277V	4000K	2500	80	25W	LITHONIA LIGHTING	LDN6-40-25-L04-AR-LSS-TRW-MVOLT
	EX	EXIT & EMERGENCY COMBO	120-277V	-	TBD	TBD	TBD	LITHONIA LIGHTING	LHQM

GENERAL NOTES:

1. REFER TO SHEET E6 FOR PANEL SCHEDULES.
2. CEILING IN OPEN AREAS ARE EXPOSED. GC SHALL INSTALL ALL CONDUITS AND WIRING TIGHT TO CEILING. ALL WIRING/ CONDUITS SHALL BE ORGANIZED USING WIRE LADDER RACKS AS NECESSARY.
3. ALL OCCUPANCY SENSORS SHALL BE DUAL TECHNOLOGY TYPE.

KEY NOTES:

(1) PROVIDE AN ASTRONOMICAL PROGRAMMABLE WALL TIMER FOR FRONT OF HOUSE LIGHTING.

1 / E2 ELECTRICAL PROPOSED LIGHTING CEILING PLAN

SCALE: 1/4"=1'-0"

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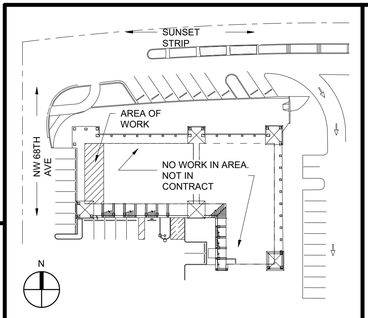

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ELECTRICAL PROPOSED LIGHTING PLAN

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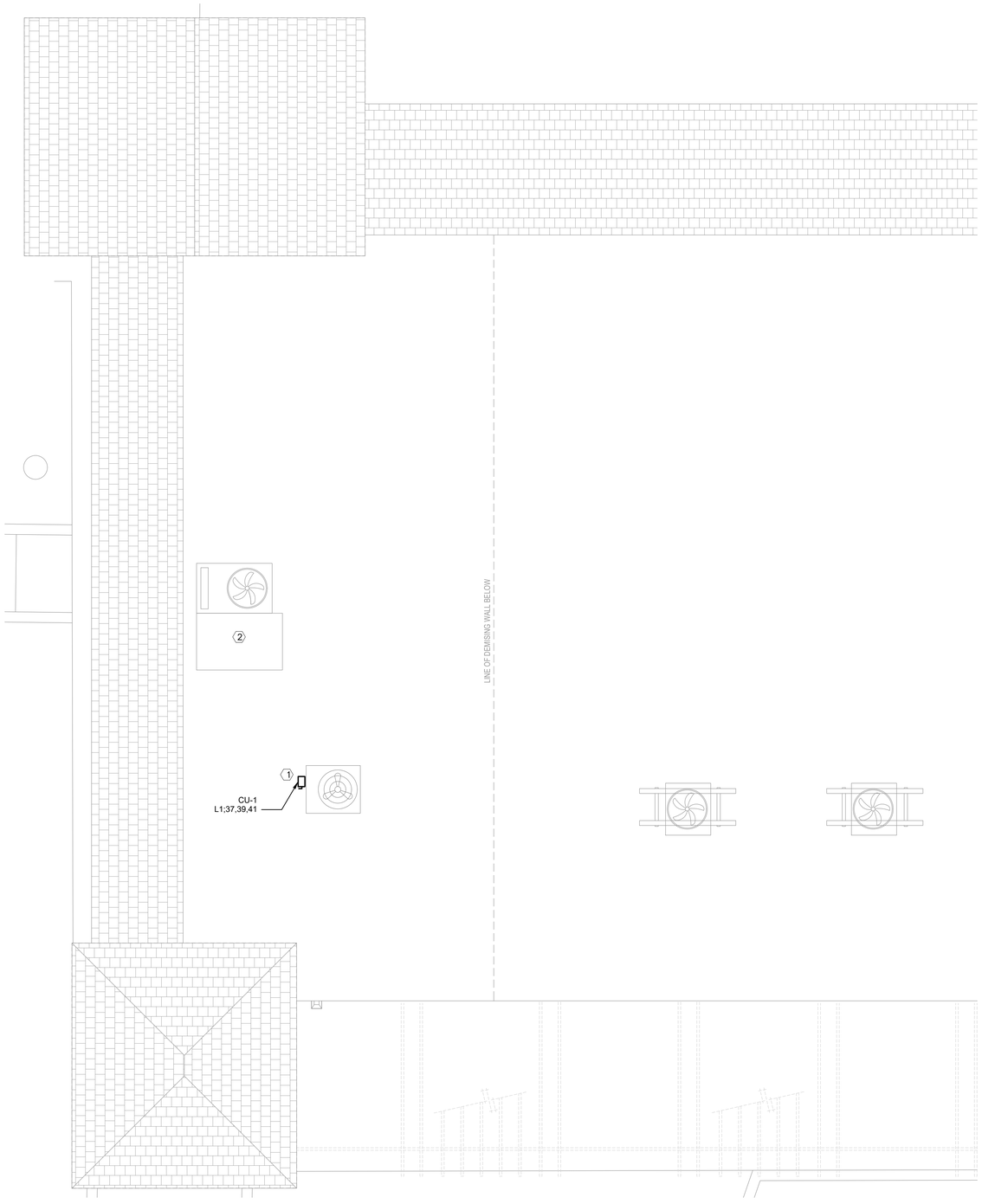

1 E3 **ELECTRICAL PROPOSED ROOF POWER PLAN**

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. REFER TO SHEET E6 FOR PANEL SCHEDULES.

KEY NOTES:

1. NEMA-3R DISCONNECT SWITCH INTEGRAL WITH CONDENSING UNIT.
2. DISCONNECT AND REMOVE POWER BACK TO SOURCE FOR DEMOLISHED MECHANICAL UNIT.

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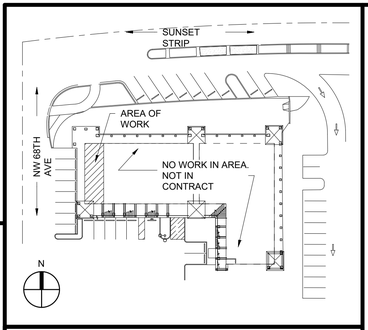

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ELECTRICAL PROPOSED ROOF POWER PLAN

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ELECTRICAL SPECIFICATIONS

GENERAL:

1. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING BID TO BE FAMILIARIZED WITH THE PROJECT AND ALL ASPECTS OF THE WORK TO BE PERFORMED.
2. ALL WORK SHALL CONFORM TO AND COMPLY WITH APPLICABLE BUILDING CODES: REFER TO ARCHITECTURAL COVER SHEET FOR A LIST OF CODES BEING USED ON THIS PROJECT. NOTE: CONTRACTOR SHALL ALSO VERIFY WITH LOCAL AUTHORITY HAVING JURISDICTION AND LOCAL FIRE MARSHAL FOR ANY REQUIREMENTS NOT LISTED IN REQUIRED CODES AND REFERENCES. AT A MINIMUM CONTRACTOR SHALL COMPLY WITH THE FOLLOWING CODES:
   - FLORIDA BUILDING CODE 2023
   - NATIONAL ELECTRIC CODE 2020
   - FLORIDA FIRE PREVENTION CODE 2023
3. INSTALL ALL WORK IN A NEAT AND WORKMANLIKE MANNER.
4. GUARANTEE THE WORK FOR A PERIOD OF ONE YEAR.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS INCLUDING ARRANGING ALL INSPECTIONS REQUIRED FOR THE WORK TO BE UNDERTAKEN AND ACCEPTED.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES FOR ALL FINAL SERVICE CONNECTION REQUIREMENTS. THE CONTRACTOR SHALL INCLUDE IN CONTRACT PRICE ANY FEES REQUIRED BY UTILITY COMPANIES FOR SERVICE CONNECTIONS.
7. CUT ALL SURFACES AS REQUIRED FOR THE INSTALLATION AND PATCH TO MATCH EXISTING CONDITIONS AND FINISH.
8. ALL MATERIALS AND EQUIPMENT SHALL BE NEW UNLESS OTHERWISE NOTED AND SHALL BE TESTED AND LISTED BY UNDERWRITERS LABORATORIES (UL).
9. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER NEMA STANDARDS, APPLICABLE ANSI STANDARDS AND IEEE STANDARDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CONNECTIONS TO ALL EQUIPMENT REQUIRING POWER.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING SHOP DRAWINGS, PRODUCT DATA AND WIRING DIAGRAMS AS REQUIRED BY EACH SECTION. PRODUCT DATA SHALL BE MARKED TO IDENTIFY THE EXACT MODEL NUMBER AND OPTIONS THAT ARE TO BE PROVIDED. SHOP DRAWINGS SHALL BE SUBMITTED ELECTRONICALLY TO THE ARCHITECT FOR ENGINEER'S APPROVAL. ONCE THE ENGINEER RECEIVES THE SUBMITTAL, THE REVIEW PROCESS WILL REQUIRE FIVE (5) BUSINESS DAYS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING OPERATION AND MAINTENANCE (O&M) MANUALS. THESE MANUALS SHALL BE A VINYL THREE RING BINDER WHICH IS TO BE LABELED WITH THE OWNER'S PROJECT NAME AND NUMBER ON THE BINDER. THE O&M MANUALS SHALL INCLUDE PRODUCT DATA CUT SHEETS, MAINTENANCE REQUIREMENTS, PROGRAMMING INSTRUCTIONS AND WARRANTIES OF ALL EQUIPMENT.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEANING OF EQUIPMENT INSTALLED.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION OF EXISTING ELECTRICAL EQUIPMENT TO BE REMOVED. ALL MATERIALS SHALL BE REMOVED FROM SITE AND DISPOSED OF PROPERLY BY CONTRACTOR.
16. ALL PENETRATIONS THROUGH FIRE WALLS SHALL BE PROPERLY FIRE SEALED TO CONFORM WITH UL SYSTEM NUMBERS AS LISTED IN VOLUME 2 OF THE UL FIRE RESISTANCE DIRECTORY FOR EACH DIFFERENT INTENDED PROJECT APPLICATION, SUCH AS CABLE TRAY PENETRATION AND CONDUIT PENETRATIONS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ACCESS DOORS AND FRAMES AT LOCATIONS OF EQUIPMENT REQUIRING ACCESS WHICH IS CONCEALED IN WALLS OR CEILINGS.

RACEWAY AND BOXES:

1. UNLESS NOTED OTHERWISE, USE EMT CONDUIT WITH STEEL COMPRESSION FITTINGS.
2. THE MINIMUM SIZE OF CONDUIT SHALL BE 3/4".
3. ALL RACEWAY SHALL BE CONCEALED UNLESS OTHERWISE NOTED.
4. UNLESS NOTED OTHERWISE USE RIGID GALVANIZED STEEL CONDUIT UP TO 10' A.F.F. OUTDOORS. USE GALVANIZED IMC OVER 10'. PROVIDE EXPANSION COUPLINGS AS REQUIRED.
5. USE PVC SCHEDULE 40 CONDUIT UNDERGROUND.
6. FLEXIBLE METAL CONDUIT SHALL BE USED FOR THE FINAL CONNECTIONS TO ROTATING MACHINERY, VIBRATING EQUIPMENT AND LIGHTING FIXTURES. 3/8" SIZE IS ALLOWED FOR CONNECTIONS TO LIGHTING FIXTURES. USE LIQUIDTIGHT FOR OUTDOOR USE OR FOR CONNECTIONS TO MOTORS OR EQUIPMENT IN AREAS WHERE THE RUPTURE OF A PIPE COULD SPRAY OR LEAK ON THE CONDUIT, SUCH AS IN MECHANICAL ROOMS.
7. PROVIDE PULL AND JUNCTION BOXES AS REQUIRED.
8. ALL OUTLET BOXES SHALL BE 4" SQUARE OR 4–11/16" SQUARE, GALVANIZED METAL. INSTALL TRUE AND PLUMB WITH THE BUILDING FINISH. INSTALL SECURELY AND INDEPENDENT OF RACEWAY. PROVIDE SINGLE OR MULTIGANG RINGS AS REQUIRED. LIGHTING FIXTURE BOXES MAY BE 4" OCTAGONAL.
9. INSTALL ALL RACEWAYS PARALLEL AND PERPENDICULAR TO THE BUILDING WALLS, FLOOR AND CEILING.
10. ALL BOXES FOR RECEPTACLES, TELEPHONE AND DATA OUTLETS SHALL BE MINIMUM 2–1/8" DEEP. ALL BOXES FOR SWITCHES, LOCAL LIGHT CONTROL, AND RECESSED LIGHT FIXTURES TO BE MINIMUM 1–1/2" DEEP.
11. PROVIDE BLANK COVERS ON ALL BOXES THAT ARE NOT TO RECEIVE A DEVICE.
12. ALL RACEWAY SHALL BE INDEPENDENTLY SUPPORTED FROM THE STRUCTURE USING APPROVED CLAMPS, RODS, FITTINGS, ETC. DO NOT SUPPORT FROM HUNG CEILING WIRES OR THE WORK OF OTHER TRADES. SUPPORT AT INTERVALS AS REQUIRED BY NEC.
13. UNDERGROUND CONDUIT WALL PENETRATIONS SHALL BE SEALED WITH "WS" STEEL SLEEVE AND AND RUBBER LINKS WHICH WILL CREATE A WATERTIGHT SEAL. SLEEVES AND SEALS SHALL BE PSI–THUNDERLINE "LINK–SEAL" MODEL C.
14. USE STEEL SURFACE RACEWAY (2 SECTIONS) ONE SECTION FOR POWER AND ONE FOR LOW VOLTAGE IN AREAS WHERE CONDUITS MAY NOT BE ROUTED CONCEALED DUE TO EXISTING WALL/CEILING CONSTRUCTION. ALL USE OF SURFACE RACEWAYS MUST BE APPROVED BY OWNER/ARCHITECT PRIOR TO INSTALLATION. SURFACE RACEWAYS SHALL BE EQUAL TO WIREMOLD. ALL SURFACE RACEWAYS PRODUCT DATA CUT SHEETS MUST BE SUBMITTED FOR APPROVAL TO ARCHITECT/ENGINEER.

WIRE AND CABLE:

1. ALL WIRE AND CABLE SHALL HAVE COPPER CONDUCTORS.
2. USE NEC TYPE THHN/THWN OR XHHW INSULATION.
3. USE MINIMUM #12 AWG SIZE. #14 AWG MAY BE USED FOR CONTROL WIRING. FOR OTHER SYSTEMS, USE WIRING AS NOTED ON THE DRAWINGS AND AS RECOMMENDED BY THE SYSTEM MANUFACTURER.
4. CONTRACTOR SHALL UPGRADE CONDUCTOR SIZES FOR VOLTAGE DROP AS FOLLOWS:
   - FOR 120V CIRCUITS, UPGRADE BY 1 SIZE FOR EVERY 100' OF CIRCUIT LENGTH.
   - FOR 240–277V CIRCUITS, UPGRADE BY 1 SIZE FOR EVERY 150' OF CIRCUIT LENGTH.
   - FOR 480V CIRCUITS, UPGRADE BY 1 SIZE FOR EVERY 200; OF CIRCUIT LENGTH.

WIRING DEVICES:

1. ALL RECEPTACLES SHALL BE SAME MANUFACTURER. ALL RECEPTACLES SHALL BE COMMERCIAL GRADE 20A, 125 VOLTS, DUPLEX, WHITE COLOR. ACCEPTABLE MANUFACTURERS ARE HUBBELL, COOPER, PASS & SEYMOUR, OR LEVITON. INSTALL RECEPTACLES WITH THE LONG DIMENSION VERTICAL AND WITH THE GROUND SLOT ON TOP. FLUSH MOUNT IN OUTLET BOX AT 18" AFF UNLESS OTHERWISE NOTED.
2. SPECIAL PURPOSE RECEPTACLES SHALL BE AS NOTED ON THE DRAWINGS.
3. ALL SWITCHES SHALL BE SAME MANUFACTURER. ALL SWITCHES SHALL BE 20A, 120V, QUIET OPERATING TYPE, WHITE COLOR. ACCEPTABLE MANUFACTURERS ARE HUBBELL, PASS & SEYMOUR, OR LEVITON. INSTALL SWITCHES VERTICALLY WITH "ON" IN THE UP POSITION. FLUSH MOUNT IN OUTLET BOX AT 48" AFF UNLESS OTHERWISE NOTED.
4. TELEPHONE AND DATA OUTLET BOXES SHALL BE 4–11/16" SQUARE OUTLET BOX WITH A SINGLE GANG VERTICAL RING AND A 1" CONDUIT CONCEALED IN WALL AND STUBBED UP TO NEAREST CABLE TRAY OR ABOVE ACCESSIBLE CEILING. FLUSH MOUNT IN OUTLET BOX AT 18" AFF UNLESS OTHERWISE NOTED. OWNER WILL PROVIDE WIRING, PLATES AND JACKS.
5. PLATES SHALL BE FLEXIBLE THERMOPLASTIC, NON–BREAKABLE, SAME COLOR AS THE DEVICE. FOR SURFACE BOXES, USED RAISED METAL WITH THE SAME DIMENSIONS AS THE BOX. PLATES IN BREAKROOM, KITCHEN, AND TOILET ROOM SHALL BE STAINLESS STEEL.

GROUNDING:

1. INSTALL THE ELECTRICAL SYSTEM CONTINUOUSLY FROM BOX TO BOX AND FROM OUTLET TO OUTLET AND TO CABINETS TO FORM A CONTINUOUS PATH TO GROUND.
2. INSTALL A GREEN INSULATED EQUIPMENT GROUND WIRE, AT A MINIMUM SIZE OF #12 AWG OR LARGER IF REQUIRED BY NEC TABLE 250.95. ROUTE GROUND WIRE WITH CIRCUIT CONDUCTORS TO ALL RECEPTACLES, EQUIPMENT, MOTORS, LIGHTING FIXTURES, ETC. BOND TO THE EQUIPMENT AND TO THE GROUND BUS OR LUG AT THE SOURCE END.
3. SERVICE AND/OR TRANSFORMER GROUNDING. PROVIDE GROUNDING OF THE NEUTRAL CONDUCTOR FOR SERVICES AND SEPARATELY DERIVED SYSTEMS SUCH AS TRANSFORMERS USING A GROUND WIRE (S) SIZED IN ACCORDANCE WITH NEC TABLE 250–66. FOR SERVICE GROUNDING, PROVIDE CONNECTION TO WATER PIPE AND BUILDING STEEL. IN THE ABSENCE OF STEEL, IN LIEU THEREOF USE A 3/4" ROUND X 10"–0" LONG COPPERCLAD GROUND ROD DRIVEN INTO UNDISTURBED EARTH.

DISCONNECTS AND STARTERS:

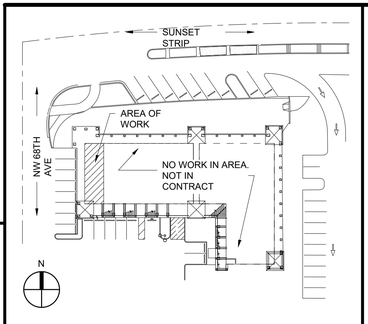
1. PROVIDE MANUFACTURERS PRODUCT DATA CUT SHEET SUBMITTALS FOR ENGINEERS APPROVAL FOR ALL DISCONNECT SWITCHES AND STARTERS.
2. USE HEAVY–DUTY, HORSEPOWER RATED DISCONNECTS, FUSIBLE OR NON–FUSIBLE AS NOTED ON PLANS.
3. ALL STARTERS AND DISCONNECTS LOCATED IN INTERIOR LOCATIONS SHALL BE NEMA 1 AND ALL EXTERIOR UNITS SHALL BE NEMA 3R UNLESS OTHERWISE NOTED.
4. USE 3 POLE FULL VOLTAGE NON–REVERSING MAGNETIC STARTERS WITH A NON–FUSED DISCONNECT SWITCH FOR ALL MOTORS 1/2 HP AND ABOVE. EQUIP WITH CLASS 10 OVERCURRENT PROTECTION, UNDER VOLTAGE, PHASE LOSS AND REVERSAL PROTECTION. EQUIP EACH STARTER WITH AN H–O–A SELECTOR SWITCH, A RED RUN PILOT LIGHT AND AUXILIARY CONTACTS FOR INTERLOCKING AND CONTROL FUNCTIONS AS NEEDED. COORDINATE WITH THE MECHANICAL CONTRACTOR. PROVIDE ENCLOSURE WITH RESET BUTTON, PILOT LIGHT AND SELECTOR SWITCH IN COVER.
5. USE MANUAL MOTOR STARTERS WITH THERMAL OVERLOAD PROTECTION FOR MOTORS LESS THAN 1/2 HP. PROVIDE RED RUN PILOT LIGHT IN COVER.
6. MOTORS 1/2 HP AND ABOVE SHALL BE THREE PHASE. MOTORS BELOW 1/2 HP SHALL BE SINGLE PHASE, 120 VOLTS.
7. PROVIDE A NAMEPLATE WITH 1/2" ENGRAVED WHITE LETTERS ON A BLACK FIELD ON ALL MOTOR STARTERS AND ALL DISCONNECTS WITH THE DESIGNATION OF THE LOAD SERVED (EQUIPMENT IDENTIFICATION).
8. ALL LUGS SHALL BE RATED FOR 75 DEGREE WIRE.
9. EXTERNAL CONTROL WIRING, EXCEPT FOR FIRE ALARM SYSTEM CONNECTIONS, SHALL BE BY MECHANICAL CONTRACTOR.

LUMINAIRES:

1. PROVIDE MANUFACTURERS PRODUCT DATA CUT SHEET SUBMITTALS FOR ENGINEERS AND ARCHITECTS APPROVAL FOR ALL LUMINAIRES.
2. LUMINAIRES TYPES ARE AS SCHEDULED OR NOTED. REFER TO LIGHT FIXTURE SCHEDULE AND LEGENDS ON ELECTRICAL AND ARCHITECTURAL DRAWINGS.
3. PROVIDE LUMINAIRES WITH THE NECESSARY FRAMES, FLANGES, FITTINGS, ETC., AS REQUIRED FOR INSTALLATION IN OR ON THE CEILING OR SURFACE IN OR ON WHICH THEY ARE TO BE INSTALLED AND TO ELIMINATE LIGHT LEAKAGE. CATALOG NUMBERS DO NOT NECESSARILY REFLECT THE TYPE OF CEILING IN WHICH A FIXTURE IS TO BE INSTALLED.
4. COORDINATE FINAL LOCATIONS OF LUMINAIRES IN THE FIELD WITH ARCHITECTURAL REFLECTED CEILING PLANS.

PANELBOARDS:

1. PROVIDE MANUFACTURERS PRODUCT DATA CUT SHEET SUBMITTALS FOR ENGINEERS AND ARCHITECTS APPROVAL FOR ALL NEW PANELBOARDS.
2. INTERIOR PANELBOARDS SHALL BE NEMA1 RATED AND EXTERIOR PANELBOARDS SHALL BE NEMA–3R RATED U.O.N.
3. PROVIDE PANELBOARDS WITH HINGED FRONT COVER AND DIRECTORY CARD HOLDER.
4. PROVIDE NEW PRINTED PANEL SCHEDULE FOR ANY NEW OR MODIFIED PANELBOARD.
5. INCOMING MAINS LOCATION, TOP OR BOTTOM, SHALL BE DETERMINED BY CONTRACTOR BASED ON FIELD CONDITIONS.
6. ALL PANELBOARDS SHALL HAVE 100% RATED NEUTRAL BUS U.O.N.
7. ALL PANELBOARDS SHALL HAVE A PRINTED EQUIPMENT LABEL.
8. INSTALL PANELBOARDS WITH CLEARANCES BASED ON NEC REQUIREMENTS.
9. MOUNT PANELBOARD CABINET PLUMB AND RIGID WITHOUT DISTORTION OF BOX. MOUNT RECESSED PANELBOARDS WITH FRONTS UNIFORMLY FLUSH WITH WALL FINISH AND MATING WITH BACK BOX.
10. MOUNT TOP OF TRIM AT 90" ABOVE FINISHED FLOOR U.O.N.
11. INSTALL FILLER PLATES IN UNUSED SPACES.
12. PROVIDE EQUIPMENT FROM ONE OF THE FOLLOWING MANUFACTURERS:
    - 12.1. EATON
    - 12.2. SIEMENS
    - 12.3. SQUARE D
    - 12.4. GENERAL ELECTRIC



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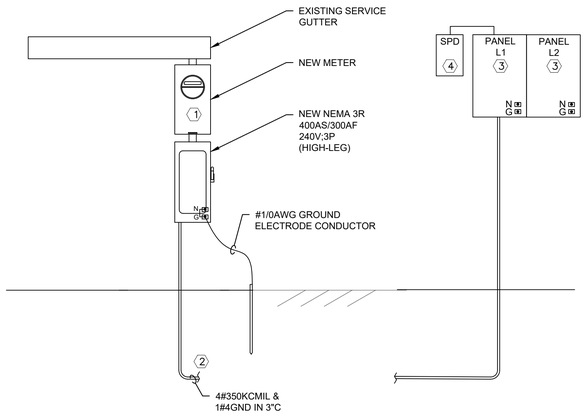


1 E6.0 ELECTRICAL RISER DIAGRAM

SCALE: N.T.S.

BRANCH CIRCUIT SCHEDULE (LINEAR LOADS)

NOTES:
1 - USE THIS SCHEDULE FOR FEEDERS AND BRANCH CIRCUIT SIZING IF NOT SPECIFICALLY INDICATED ON DRAWINGS
2 - 4-WIRE SYSTEM CONDUCTOR SIZES ARE BASED ON 90C INSULATION RATING
3 - 3-WIRE SYSTEM CONDUCTOR SIZES ARE BASED ON 75C INSULATION RATING

OVERCURRENT DEVICE RATING (AMPS)	FEEDER CODE	WIRE & CONDUIT SIZE (2 WIRE SYSTEM)	FEEDER CODE	WIRE & CONDUIT SIZE (3-WIRE SYSTEM)	FEEDER CODE	WIRE & CONDUIT SIZE (4-WIRE SYSTEM)
15	2F01	2#12 & 1#12GND IN 3/4"C	3F01	3#12 & 1#12GND IN 3/4"C	4F01	4#12 & 1#12GND IN 3/4"C
20	2F01	2#12 & 1#12GND IN 3/4"C	3F01	3#12 & 1#12GND IN 3/4"C	4F01	4#12 & 1#12GND IN 3/4"C
25	2F02	2#10 & 1#10GND IN 3/4"C	3F02	3#10 & 1#10GND IN 3/4"C	4F02	4#10 & 1#10GND IN 3/4"C
30	2F02	2#10 & 1#10GND IN 3/4"C	3F02	3#10 & 1#10GND IN 3/4"C	4F02	4#10 & 1#10GND IN 3/4"C
35	2F03	2#8 & 1#10GND IN 3/4"C	3F03	3#8 & 1#10GND IN 3/4"C	4F03	4#8 & 1#10GND IN 3/4"C
40	2F03	2#8 & 1#10GND IN 3/4"C	3F03	3#8 & 1#10GND IN 3/4"C	4F03	4#8 & 1#10GND IN 3/4"C
45	2F03	2#8 & 1#10GND IN 3/4"C	3F03	3#8 & 1#10GND IN 3/4"C	4F03	4#8 & 1#10GND IN 3/4"C
50	2F03	2#8 & 1#10GND IN 3/4"C	3F03	3#8 & 1#10GND IN 3/4"C	4F03	4#8 & 1#10GND IN 3/4"C
60	2F04	2#6 & 1#10GND IN 3/4"C	3F04	3#6 & 1#10GND IN 1"C	4F04	4#6 & 1#10GND IN 1"C
70	2F05	2#4 & 1#8GND IN 1"C	3F05	3#4 & 1#8GND IN 1"C	4F05	4#4 & 1#8GND IN 1-1/2"C
80	2F05	2#4 & 1#8GND IN 1"C	3F05	3#4 & 1#8GND IN 1"C	4F05	4#4 & 1#8GND IN 1-1/2"C
90	2F06	2#3 & 1#8GND IN 1"C	3F06	3#3 & 1#8GND IN 1-1/2"C	4F06	4#3 & 1#8GND IN 1-1/2"C
100	2F06	2#3 & 1#8GND IN 1"C	3F06	3#3 & 1#8GND IN 1-1/2"C	4F06	4#3 & 1#8GND IN 1-1/2"C
110	2F07	2#2 & 1#6GND IN 1"C	3F07	3#2 & 1#6GND IN 1-1/2"C	4F07	4#2 & 1#6GND IN 1-1/2"C
125	2F08	2#1 & 1#6GND IN 1-1/2"C	3F08	3#1 & 1#6GND IN 1-1/2"C	4F08	4#1 & 1#6GND IN 1-1/2"C
150	2F09	2#1/0 & 1#6GND IN 1-1/2"C	3F09	3#1/0 & 1#6GND IN 1-1/2"C	4F09	4#1/0 & 1#6GND IN 2"C
175	2F10	2#2/0 & 1#6GND IN 1-1/2"C	3F10	3#2/0 & 1#6GND IN 2"C	4F10	4#2/0 & 1#6GND IN 2"C
200	2F11	2#3/0 & 1#6GND IN 1-1/2"C	3F11	3#3/0 & 1#6GND IN 2"C	4F11	4#3/0 & 1#6GND IN 2"C

KEY NOTES:

1. PROVIDE A NEW 3-PHASE 240V METER AND SERVICE DISCONNECT AND SERVE FROM EXISTING SERVICE GUTTER. ELECTRICAL SYSTEM IS A 240V DELTA 3-PHASE SYSTEM (HIGH-LEG) COORDINATE EXACT REQUIREMENTS WITH FP&L.
2. REUSE EXISTING CONDUIT ROUTED TO ELECTRICAL ROOM.
3. PROVIDE AND INSTALL NEW 400A;240V;3P;4W DUAL SECTION PANELBOARD AS SHOWN ON FLOOR PLANS.
4. PROVIDE AND INSTALL A NEW 240V;3P SURGE PROTECTIVE DEVICE AND SERVE FROM PANELBOARD AS SHOWN ON PANEL SCHEDULES.

PANEL NAME	L1	LOCATION	EXISTING ELEC ROOM EX105	MOUNTING	SURFACE	SUPPLIED FROM	FP&L	VOLTAGE	240 / 120V, 3PH, 4W (HI-LEG	BUS	400	MAIN	300

CKT NO	LOAD DESCRIPTION	VA LOAD PH A	VA LOAD PH B	VA LOAD PH C	FEED	CODE	CB P	CB TR	BUS A	BUS B	BUS C	CB TR	CB P	CODE	FEED	VA LOAD PH A	VA LOAD PH B	VA LOAD PH C	LOAD DESCRIPTION	CKT NO
1									X											2
3										X										4
5											X	20		2F01				720	WINDOW REC.	6
7	CONV. REC.	900							X			20		2F01	180				DEDICATED REC	8
9										X										10
11											X									12
13									X											14
15										X										16
17											X									18
19									X											20
21										X										22
23	EXHAUST FANS										X									24
25									X											26
27										X										28
29											X									30
31		10240							X											32
33	AHU-1		10240		3F05		3	80		X										34
35				10240							X									36
37		3740							X											38
39	CU-1		3740		3F04		3	60		X		30			3F02				SPD	40
41				3740							X									42

LOAD DESCRIPTION	CONNECTED (KVA)	D.F.	DEMAND (KVA)
LIGHTING		1.00	
RECEPT		*	
EQUIPMENT		0.90	
TOTAL			

SUBFED LOADS (KVA): CONNECTED; DEMAND

CONNECTED	VA
PH A	15060
PH B	13980
PH C	14700

L LIGHTING R RECEPTACLE
E EQUIPMENT S SUBFED

TOTAL + SUBFED	KVA	AMPS
CONNECTED	43.7	105.2
DEMAND		

	SERVICE ENTRANCE RATED	X	100% NEUTRAL BUS		
X	GROUND BUS		200% NEUTRAL BUS	ISC = 50	KAIC

(1)
(2)
(3)

* DEMAND FACTOR FOR RECEPTACLES IS 100% UP TO 10KVA AND 50% FOR REMAINING LOADS PER NFPA70

PANEL NAME	L2	LOCATION	EXISTING ELEC ROOM EX105	MOUNTING	SURFACE	SUPPLIED FROM	FP&L	VOLTAGE	240 / 120V, 3PH, 4W (HI-LEG	BUS	400	MAIN	MLO

CKT NO	LOAD DESCRIPTION	VA LOAD PH A	VA LOAD PH B	VA LOAD PH C	FEED	CODE	CB P	CB TR	BUS A	BUS B	BUS C	CB TR	CB P	CODE	FEED	VA LOAD PH A	VA LOAD PH B	VA LOAD PH C	LOAD DESCRIPTION	CKT NO
1	LIGHTING	500			2F01	L	1	20	X				1	E						2
3	TWH-1 (208V)		2500		2F01	E	1	20		X			1	E						4
5	LIGHTING			500	2F01	L		20			X									6
7									X											8
9										X										10
11											X									12
13									X											14
15										X										16
17											X									18
19									X											20
21										X										22
23											X									24
25									X											26
27										X										28
29											X									30
31									X											32
33										X										34
35											X									36
37									X											38
39										X										40
41											X									42

LOAD DESCRIPTION	CONNECTED (KVA)	D.F.	DEMAND (KVA)
LIGHTING	1.0	1.00	1.0
RECEPT		*	
EQUIPMENT	2.5	0.90	2.3
TOTAL	3.5		3.3

SUBFED LOADS (KVA): CONNECTED; DEMAND

CONNECTED	VA
PH A	500
PH B	2500
PH C	500

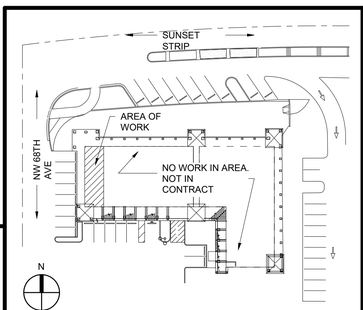
L LIGHTING R RECEPTACLE
E EQUIPMENT S SUBFED

TOTAL + SUBFED	KVA	AMPS
CONNECTED	3.5	8.4
DEMAND	3.3	7.8

	SERVICE ENTRANCE RATED	X	100% NEUTRAL BUS		
X	GROUND BUS		200% NEUTRAL BUS	ISC = 50	KAIC

(1)
(2)
(3)

* DEMAND FACTOR FOR RECEPTACLES IS 100% UP TO 10KVA AND 50% FOR REMAINING LOADS PER NFPA70



KEY PLAN

LEAVE BLANK - FOR CITY USE ONLY

Bildworx Design
Engineering Consulting Services
300 SE 2ND STREET, STE 600
FORT LAUDERDALE, FL 33301
PHONE: (954) 933-8246
www.bildworx.com

REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
sma@saltzmichelson.com
AA-0009976

Project No. : SMA: 2024-116
City:
Drawn By : AK
Checked By : RS
Date: 03.06.2026

INTERIOR MODIFICATIONS (UNIT 11)
AT LIBRARY SQUARE

6780 SUNSET STRIP
SUNRISE, FL 33313

SEAL

ELECTRICAL RISER & SCHEDULES

100% CONSTRUCTION DOCUMENTS

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CITY OF SUNRISE FLORIDA

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DRAWING INDEX

SHEET NUMBER	SHEET NAME	SHEET ISSUE DATE	SHEET REVISIONS: REVISION MARK	DATE	DESCRIPTION
00. GENERAL					
G001	COVER SHEET	06/12/26			
G002	SYMBOLS AND ABBREVIATIONS	06/12/26			
G003	GENERAL NOTES & SPECIFICATIONS	06/12/26			
G004	ACCESSIBILITY DETAILS	06/12/26			
G101	LIFE SAFETY PLAN	06/12/26			
06. STRUCTURE					
S-0	NOTES	06/12/26			
S-1	FLOOR PLAN - INTERIOR WORK	06/12/26			
S-2	ROOF PLAN PROPOSED	06/12/26			
S-3	SECTIONS AND DETAILS	06/12/26			
S-4	DETAILS	06/12/26			
07. ARCHITECTURAL					
SP1.0	EXISTING SITE PLAN	06/12/26			
D1.0	DEMOLITION FLOOR PLAN	06/12/26			
A1.0	PROPOSED FLOOR PLAN	06/12/26			
A2.0	REFLECTED CEILING PLAN	06/12/26			
A3.0	ROOF PLAN	06/12/26			
A7.0	ENLARGED RESTROOM PLANS & DETAILS	06/12/26			
A8.0	DOOR & WINDOW SCHEDULES	06/12/26			
A10.0	WALL TYPES AND U.L. DETAILS	06/12/26			
A11.0	DETAILS	06/12/26			
A12.0	FINISH PLAN	06/12/26			
11. PLUMBING					
P0	PLUMBING SCHEDULES & GENERAL NOTES	06/12/26			
DP1	PLUMBING DEMO FLOOR PLAN	06/12/26			
P1	PLUMBING NEW SANITARY FLOOR PLAN	06/12/26			
P2	PLUMBING NEW DOMESTIC WATER FLOOR PLAN	06/12/26			
P6	PLUMBING DETAILS	06/12/26			
P8	PLUMBING ISOMETRIC PLAN	06/12/26			
13. MECHANICAL					
M0	MECHANICAL NOTES, SPECIFICATIONS, AND LEGENDS	06/12/26			
M1	MECHANICAL PROPOSED PLAN	06/12/26			
M2	MECHANICAL PROPOSED ROOF PLAN	06/12/26			
M3	MECHANICAL DETAILS	06/12/26			
16. ELECTRICAL					
E0	ELECTRICAL LEGEND & GENERAL NOTES	06/12/26			
E1	ELECTRICAL PROPOSED POWER PLAN	06/12/26			
E2	ELECTRICAL PROPOSED CEILING PLAN	06/12/26			
E3	ELECTRICAL PROPOSED ROOF POWER PLAN	06/12/26			
E5	ELECTRICAL SPECIFICATIONS	06/12/26			
E6	ELECTRICAL RISER & SCHEDULES	06/12/26			

COMMISSION DIRECTORY

MAYOR: MICHAEL J. RYAN

DEPUTY MAYOR: JACQUELINE A. GUZMAN

ASSISTANT DEPUTY MAYOR: LATOYA S. CLARKE

COMMISSIONER: NEIL C. KERCH

COMMISSIONER: JOSEPH A. SCUOTTO

SCOPE OF WORK

VANILLA BOX BUILDOUT OF APPROXIMATELY 1,049 S.F. OF VACANT SPACE. SCOPE INCLUDES:

1. INTERIOR DEMOLITION OF EXISTING VACANT UNIT.
2. PROPOSED TENANT INTERIOR BUILDOUT INCLUSIVE OF, BUT NOT LIMITED TO:
   - A. NEW PARTITION WALLS
   - B. NEW PLUMBING SYSTEMS
   - C. NEW MECHANICAL SYSTEMS
   - D. NEW ELECTRICAL COMPONENTS & ELECTRICAL LIGHT FIXTURES
3. EXTERIOR WORK LIMITED TO NEW WINDOW & DOOR OPENINGS, MODIFICATION OF EXISTING STOREFRONT SINGLE DOOR OPENING TO ACCOMMODATE NEW IMPACT RESISTANT DOUBLE DOOR, AND EXISTING WINDOW INFILL

MANUFACTURER'S INSTRUCTIONS

MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION, OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURER'S INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK. CONTRACTOR SHALL CONFIRM ALL EQUIPMENT DIMENSIONS, ELECTRICAL REQUIREMENTS AND UTILITY CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENTS MAKE AND MODEL.

UNLESS OTHERWISE NOTED ALL OWNER PROVIDED ITEMS SHALL BE INSTALLED BY THE CONTRACTOR. THE INSTALLING CONTRACTOR OF ALL OWNER PROVIDED ITEMS SHALL PREPARE COORDINATION SHOP DRAWINGS TO CONFIRM INSTALLATION REQUIREMENTS PRIOR TO RECEIVING EQUIPMENT. INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR RECEIVING AND MOVING EQUIPMENT FROM DELIVERY LOCATION TO INSTALLATION SITE

CLIENT/ PROJECT TEAM

OWNER/ CLIENT: CITY OF SUNRISE
16770 WEST OAKLAND PARK BOULEVARD
SUNRISE, FLORIDA 33351

ARCHITECT: SALTZ MICHELSON ARCHITECTS
3501 GRIFFIN ROAD
FT. LAUDERDALE, FL 33312
TELEPHONE: (954) 266-2700

STRUCTURAL: SEH CONSULTING ENGINEERS, INC.
5491 NW 9TH AVENUE
SUITE 206
FT. LAUDERDALE, FL 33309
TELEPHONE: (954) 771-4169

MECHANICAL/ ELECTRICAL/ PLUMBING: BILDWORX DESIGN ENGINEERING, LLC
350 SE 2nd STREET
SUITE 600
FT. LAUDERDALE, FL 33301
TELEPHONE: (954) 933-8246

COUNTY LOCATION MAP



SITE LOCATION



LEAVE BLANK - FOR CITY USE ONLY

REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

Project No. :
SMA: 2024-116
City:
Drawn By :
SF / ER
Checked By :
ER
Date:
07.07.2026

INTERIOR MODIFICATIONS (UNIT 11)
AT LIBRARY SQUARE
6780 SUNSET STRIP
SUNRISE, FL 33313

SEAL
STATE OF FLORIDA · CHARLES MICHELSON · AR9976 · REGISTERED ARCHITECT

COVER SHEET

Signed by:
051F077F49274C8...
100% CONSTRUCTION DOCUMENTS

SHEET No.
G001

Charles Michelson AR0009976

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MATERIAL SYMBOLS

1-HOUR RATED WALL

2-HOUR RATED WALL

3-HOUR RATED WALL

SMOKE RATED WALL

BATT INSULATION



CONCRETE



EARTH



EXPOSED & FINISHED WOOD TRIM



GRASS



GRAVEL



GYPSUM / PLASTER



MASONRY - BRICK



MASONRY - CONCRETE BLOCK



PLYWOOD



RIGID INSULATION



STEEL



STUCCO / E.I.F.S.



TILE / CARPET

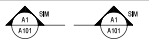


ARCHITECTURAL ABBREVIATIONS

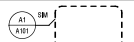
&	AND
@	AT
⌀	DIAMETER
A.B.	ANCHOR BOLT
A/C	AIR CONDITIONER
ACT	ACOUSTICAL CEILING TILE
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
A.F.S.	ABOVE FLOOR SLAB
AHU	AIR HANDLING UNIT
ALUM	ALUMINUM
ANOD.	ANODIZED
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APPROX.	APPROXIMATE OR APPROXIMATELY
ARCH	ARCHITECTURE, ARCHITECTURAL
AVG	AVERAGE
A.W.I.	ARCHITECTURAL WOODWORK INSTITUTE
B.H.M.I.	BUILDERS HARDWARE MANUFACTURER'S ASSOCIATION, INC.
BIM	BUILDING INFORMATION MODELING
BLDG.	BUILDING
BM.	BEAM
B.O.	BOTTOM OF
B.U.R.	BUILT-UP ROOFING
℄	CENTERLINE
℄ O.T.S.	CENTERLINE OF TENANT SEPARATION
C.J.	CONTROL JOINT
CLG.	CEILING
CLR.	CLEAR
CLO.	CLOSET
CMU	CONCRETE MASONRY UNIT
COL.	COLUMN
COLS.	COLUMNS
CONC.	CONCRETE
CONT.	CONTINUOUS
D.S.	DOWNSPOUT
DIA.	DIAMETER
DR.	DOOR
DTL. OR DET.	DETAIL
DWG.	DRAWING
EA.	EACH
E.F.S.	EXTERIOR FACE OF SHEATHING
E.J.	EXPANSION JOINT
ELEC.	ELECTRIC, ELECTRICAL
ELEV.	ELEVATION
E.O.S.	EDGE OF SLAB
ENG.	ENGINEER, ENGINEERING
E.P.	ELECTRICAL PANEL
EPDM	ETHYLENE PROPYLENE DIENE MONOMER
EQ.	EQUAL
EQUIP.	EQUIPMENT
E.R.D.	EMERGENCY ROOF DRAIN
E.T.D.	ESTIMATED TRAVEL DISTANCE
E.W.C.	ELECTRIC WATER COOLER
EXIST.	EXISTING
EXP.	EXPANSION, EXPOSED
EXT.	EXTERIOR
F.D.	FIRE DAMPER, FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FDN.	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
F.F.	FINISHED FLOOR
F.F.E.	FINISHED FLOOR ELEVATION
FHC	FIRE HOSE CABINET
FIN.	FINISH, FINISHED
FLR.	FLOOR
F.O.	FACE OF
F.O.B.	FACE OF BRICK
F.O.P.	FACE OF POST
FT.	FEET
FTG.	FOOTING
F.V.	FIELD VERIFY
FRP	FIBER REINFORCED PANEL
GA.	GAUGE
GALV.	GALVANIZED
GBF	GYPSUM BOARD FURRING
GL.	GLASS
GP.	GLOSSY PAINT
GYP.	GYPSUM
GWB	GYPSUM WALL BOARD
HB	HOSE BIBB
HDW	HARDWARE
HGT. OR HT.	HEIGHT
HKS	HOOKS
HM	HOLLOW METAL
HORIZ.	HORIZONTAL
HVAC	HEATING VENTILATION & AIR CONDITIONING
I.D.	INSIDE DIAMETER
I.F.S.	INTERIOR FACE OF STUD
I.e.	THAT IS, SUCH AS
IN.	INCH, INCHES
INSUL.	INSULATION
INT.	INTERIOR
JT.	JOINT
JAN.	JANITOR
JST.	JOIST
K.P.	KICK PLATE
LAM.	LAMINATE
LAV.	LAVATORY
LB.	POUND
LDG.	LANDING
LONG.	LONGITUDINAL
LT.	LIGHT
LTG.	LIGHTING
LRV.	LOUVER
LVT	LUXURY VINYL TILE
LVP	LUXURY VINYL PLANK
MATL.	MATERIAL
MAX.	MAXIMUM
MECH	MECHANICAL
MEP	MECHANICAL, ELECTRICAL & PLUMBING
MFGR.	MANUFACTURER
MGR.	MANAGER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.O.	MASONRY OPENING
MOD	MODIFIED
MTL	METAL
MWP	METAL WALL PANEL
NO.	NUMBER
N/A	NOT APPLICABLE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OPG	OPENING
OPP.	OPPOSITE
OSHA	OCCUPATIONAL SAFETY AND HEALTH ACT
OVHD	OVERHEAD
POU	POWER DISTRIBUTION UNIT
P.LAM.	PLASTIC LAMINATE
PLYWD.	PLYWOOD
PNL.	PANEL
PR.	PAIR
PRE-FAB	PRE-FABRICATED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PAINT, PRESSURE TREATED
PVC	POLYVINYL CHLORIDE
Q.T.	QUARRY TILE
R	RADIUS
R.A.F.	RAISED ACCESS FLOOR
R.A.G.	RETURN AIR GRILLE
RB	RUBBER BASE
RECEP.	RECEPTION, RECEPTIONIST
REF	REFRIGERATOR, REFER, REFERENCE
REINF	REINFORCING, REINFORCEMENT
REQ'D.	REQUIRED
REV.	REVISED, REVISION
R.D.	ROOF DRAIN
R.O.	ROUGH OPENING
SC	SEALED CONCRETE
SCHED.	SCHEDULE
SCW	SOLID CORE WOOD
SECT.	SECTION
S.F.	SQUARE FEET
SFRM	SPRAYED FIRE RESISTIVE MATERIAL
S.G.P.	SEMI-GLOSS PAINT
SQ.IN.	SQUARE INCHES
SHT.	SHEET
SHTS.	SHEETS
SIM.	SIMILAR
SPECS	SPECIFICATIONS
S.S.	SERVICE SINK
STC	SOUND TRANSMISSION CLASS
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRUCT	STRUCTURAL, STRUCTURE
SUSP.	SUSPENDED
SQ.	SQUARE
T&G	TONGUE & GROOVE
TEL.	TELEPHONE
TG	TEMPERED GLASS
T.O.STL.	TOP OF STEEL
T.O.B.	TOP OF BRICK, TOP OF BEAM
T.O.S.	TOP OF STEEL, TOP OF SLAB
T.O.SH.	TOP OF SHEATHING
T.O.W.	TOP OF WALL
TYP.	TYPICAL
U.L.	UNDERWRITERS LABORATORIES
U.O.N.	UNLESS OTHERWISE NOTED
VCT OR VT	VINYL COMPOSITION TILE
VB	VAPOR BARRIER
VDC	VIRTUAL DESIGN & CONSTRUCTION
VERT.	VERTICAL
VR	VIRTUAL REALITY
W/	WITH
W.C.	WATER CLOSET
WCO	WALL CLEANOUT
WMP	WIRE MESH PARTITION
WO	WOOD
WWF	WELDED WIRE FABRIC
YD.	YARD

PLAN SYMBOLS

BUILDING SECTION



CALLOUT HEAD & REGION



DETAIL SECTION



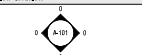
DOOR TAG



ELEVATION - EXTERIOR

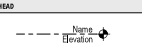


ELEVATION - INTERIOR



KEYNOTE

LEVEL HEAD



NORTH ARROW



REVISION TAG



ROOM TAG



ROOM TAG W/ AREA



SPECIALTY EQUIPMENT TAG

VIEW REFERENCE



VIEW TITLE



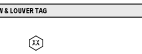
WALL & CURTAIN WALL TAG

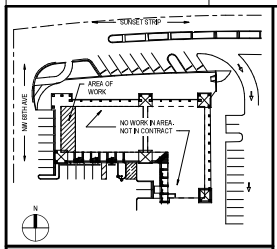


WALL SECTION



WINDOW & LOUVER TAG





KEY PLAN

LEAVE BLANK - FOR CITY USE ONLY

REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

Project No. : SMA: 2024-116
City:
Drawn By : SF / ER
Checked By : ER
Date: 07.07.2026

INTERIOR MODIFICATIONS (UNIT 11)
AT LIBRARY SQUARE
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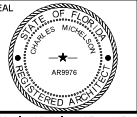

Charles Michelson AR0009976

SYMBOLS AND ABBREVIATIONS

Signed by:

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100% CONSTRUCTION DOCUMENTS

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GENERAL NOTES & SPECIFICATIONS

THESE ARE GENERAL REQUIREMENTS. NOT ALL OF THE ITEMS MAY APPLY TO THIS SPECIFIC JOB...CONTACT THE ARCHITECT IF THERE ARE ANY QUESTIONS OR INDISCREPANCIES BETWEEN THE OUTLINE AND THE SPECIFIC NOTES THROUGHOUT THESE CONSTRUCTION DOCUMENTS.

MINIMUM STANDARDS:
THESE CONSTRUCTION DOCUMENTS MIGHT REQUIRE LARGER SIZES, GREATER QUANTITIES, MORE PROTECTION AND REQUIREMENTS THAN THE GOVERNING BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR CARRYING OUT ALL OF THE PROVISIONS AND REQUIREMENTS INCLUDED IN THESE PLANS AND SPECIFICATIONS. SUBSTITUTIONS, ALTERNATES OR CHANGES REQUESTED TO MATCH LOWER STANDARDS PERMITTED BY THE BUILDING CODE WILL NOT BE ACCEPTED, NO ADDITIONAL PAYMENTS SHALL BE MADE TO THE CONTRACTOR TO CORRECT WORK THAT DOES NOT MEET ALL THE REQUIREMENTS SET FORTH IN THESE CONSTRUCTION DOCUMENTS.

A.I.A. DOCUMENT A-201:
THE LATEST EDITION OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" AIA DOCUMENT A-201, IS HEREBY MADE A PART OF THESE PLANS AND SPECIFICATIONS, COPIES ARE AVAILABLE FOR INSPECTION AT THE ARCHITECT'S OFFICE. THESE GENERAL NOTES AND SPECIFICATIONS SHALL NOT BE CONSTRUED TO VOID ANY PORTION OF AIA DOCUMENT A-201.

CONSTRUCTION DOCUMENTS:
THESE BOUND PLANS AND SPECIFICATIONS FORM A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND SHOULD NOT BE SEPARATED FOR USE BY VARIOUS SUB-TRADES EMPLOYED TO PROVIDE BID PROPOSALS OR EXECUTE THIS PROJECT. A COMPLETE SET OF CONSTRUCTION DOCUMENTS IS REQUIRED SO THAT EACH TRADE CAN COORDINATE THEIR BIDS AND WORK WITH THE TOTAL PROJECT. CONSTRUCTION DOCUMENTS STAMPED "NOT FOR CONSTRUCTION" SHALL NOT BE USED FOR BIDDING OR CONSTRUCTION AND ARE NOT PERMITTED ON THE JOB SITE., DO NOT SCALE DRAWINGS.,

THE CONTRACTOR SHALL MAINTAIN A COMPLETE UP TO DATE SET OF CONSTRUCTION DOCUMENTS AND SHOP DRAWINGS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PERIOD. THESE DOCUMENTS SHALL BE SECURED AGAINST ALL FORMS OF DAMAGE OR THEFT.,

CONSTRUCTION DOCUMENT REPRODUCTIONS:
THESE PLANS ARE THE PROPERTY OF THE ARCHITECT. NO PORTION OF THESE CONSTRUCTION DOCUMENTS MAY BE REPRODUCED BY ANY MEANS OR METHODS WITHOUT THE EXPRESS PRIOR AUTHORIZATION OF SALTZ MICHELSON ARCHITECTS. COPIES OF THE PLANS AND SPECIFICATIONS ARE AVAILABLE FROM THE ARCHITECT, UNAUTHORIZED COPIES OF THESE PLANS MAY NOT PROVIDE CURRENT PROJECT INFORMATION AND MAY RESULT IN BID OR CONSTRUCTION DEFICIENCIES.

SITE VISIT:
PRIOR TO BIDDING OR SUBMITTING ANY PROPOSAL THE GENERAL CONTRACTOR AND EACH SUBCONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL OF THE CONDITIONS UNDER WHICH THIS WORK WILL BE PERFORMED, THE CONTRACTOR SHALL EXAMINE THE PLANS AND IT WILL BE ASSUMED THAT THE CONTRACTOR HAS BEEN INSPECTED AND IS FULLY INFORMED AS TO THE CONDITIONS AND MATERIALS TO BE ENCOUNTERED AS TO CHARACTER, QUALITY AND QUANTITIES OF WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED AND AS TO THE REQUIREMENTS OF THE PLANS.,

SUBSTITUTIONS:
SUBSTITUTIONS OR DEVIATIONS FROM THE PLANS AND SPECIFICATIONS DURING BIDDING OR CONSTRUCTION ARE NOT PERMITTED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ARCHITECT. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE REJECTION OF THE WORK IN QUESTION. THE CONTRACTOR WILL NOT BE COMPENSATED FOR UNAUTHORIZED SUBSTITUTIONS OR DEVIATIONS FROM THE PLANS AND WILL HAVE TO TAKE CORRECTIVE MEASURES AT HIS OWN EXPENSE.

ALTERNATES:
REQUESTS FOR PRODUCT ALTERNATES OR SUBSTITUTIONS WILL ONLY BE CONSIDERED BY THE ARCHITECT WHEN SUBMITTED WITH A LETTER OF EXPLANATION, WHEN APPLICABLE THE REQUEST SHALL INCLUDE A COMPARISON OF QUALITY, TIME SCHEDULE AND COST COMPARISON. DRAWINGS AND/OR BROCHURE CUT SHEETS DEMONSTRATING THAT THE SUBSTITUTION OR ALTERNATE MEETS THE INTENDED PERFORMANCE AND QUALITY OF THE ORIGINAL SPECIFICATION.

CHANGE ORDERS:
ALL CHANGE ORDERS SHALL BE SIGNED BY THE OWNER PRIOR TO COMMENCEMENT OF THE WORK TO BE CHANGED. REQUEST FOR PAYMENT BY THE CONTRACTOR'S "REQUEST FOR PAYMENT" SHALL INCLUDE RELEASES OF LIEN FROM ALL MATERIAL SUPPLIERS AND SUBCONTRACTORS FOR SUPPLIES AND WORK RELATING TO THE REQUEST FOR PAYMENT.

REQUEST FOR PAYMENT:
THE CONTRACTOR'S "REQUEST FOR PAYMENT" SHALL INCLUDE RELEASES OF LIEN FROM ALL MATERIAL SUPPLIERS AND SUBCONTRACTORS FOR SUPPLIES AND WORK RELATING TO THE REQUEST FOR PAYMENT.,

NOTICE OF COMMENCEMENT:
THE CONTRACTOR SHALL ASSIST THE OWNER IN THE PREPARATION AND FILING OS A NOTICE OF COMMENCEMENT, HE SHALL INSURE THAT SAID NOTICE IS PROMINENTLY POSTED ON THE PROPERTY AND PROTECTED FROM DAMAGE. ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS SHALL BE MADE AWARE OF THE POSTING OF THIS DOCUMENT AND ARE REQUIRED TO SUBMIT A "NOTICE TO OWNER" BY CERTIFIED MAIL.

HIDDEN CONDITIONS:
EXISTING UNOBSERVABLE COVERED, BURIED OR OTHERWISE HIDDEN CONDITIONS WHERE IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS SHALL BE REPORTED TO THE ARCHITECT AS SOON AS THEY ARE UNCOVERED. ADDITIONAL COSTS OR MODIFICATIONS OF THE WORK TO ACCOMMODATE THESE CONDITIONS SHALL BE APPROVED BY THE OWNER AND/OR ARCHITECT PRIOR TO PERFORMANCE OF THIS WORK. WHEN HIDDEN CONDITIONS ARE FOUND TO BE IN VIOLATION OF ANY GOVERNING CODE IN FORCE AT THE TIME OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND/OR OWNER, CORRECTION OF EXISTING HIDDEN CODE VIOLATIONS SHALL BE APPROVED AND PAID FOR BY THE OWNER.

DISCREPANCIES:
THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR SAME. WHEN IN THE OPINION OF THE CONTRACTOR A DISCREPANCY EXISTS, HE SHALL PROMPTLY REPORT IT IN WRITING TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF THE WORK IN THE AREA OF QUESTION. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE CONTRACTOR'S FAILURE TO CORRECT CONFLICTING FIELD CONDITIONS.

SAFETY AND SECURITY:
THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO ENSURE THE SAFETY OF THE WORK FORCE AND PUBLIC EXPOSED TO THE CONSTRUCTION PERFORMED UNDER THIS CONTRACT. HE SHALL SECURE THE WORK SITE AGAINST UNAUTHORIZED ENTRY AND MAINTAIN ALL SAFETY AND SECURITY MEASURES THROUGH OUT THE DURATION OF THE WORK.

SAFEGUARDS:
THE GENERAL CONTRACTOR SHALL PROVIDE GUARDRAILS, HANDRAILS, AND COVERS FOR ALL FLOOR, ROOF AND WALL OPENINGS, HE SHALL MAINTAIN AND RECREATE ALL SAFEGUARDS AND PROTECTIVE FACILITIES AS REQUIRED BY SUBCONTRACTORS OR JOB.

CONSTRUCTION MEANS AND METHODS:
SALTZ MICHELSON ARCHITECTS AND/OR ENGINEER(S) SHALL NOT HAVE CHARGE, CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS, IT IS UNDERSTOOD AND AGREED THAT THE ARCHITECT HAS NO CONSTRUCTIVE USE OF THE OWNER'S SITE; HAS NO CONTROL OF AUTHORITY OVER THE MEANS, METHODS, AND SEQUENCES OF CONSTRUCTION, AND THEREFORE HAS NO ONGOING RESPONSIBILITY FOR CONSTRUCTION SITE SAFETY, A RESPONSIBILITY THAT HAS BEEN WHOLLY VESTED IN THE GENERAL CONTRACTOR.,

IT IS UNDERSTOOD AND AGREED THAT THE ARCHITECT HAS NO CONSTRUCTIVE USE OF THE OWNER'S SITE; HAS NO CONTROL OR AUTHORITY OVER THE MEANS, METHODS, AND SEQUENCES OF CONSTRUCTION, AND THEREFORE HAS NO ONGOING RESPONSIBILITY WHATSOEVER FOR CONSTRUCTION SITE SAFETY, A RESPONSIBILITY THAT HAS BEEN WHOLLY VESTED IN THE GENERAL CONTRACTOR,

NOTWITHSTANDING THE ABOVE, THE ARCHITECT HAS A DUTY TO PRESERVE AND PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE, ACCORDINGLY, IT IS SALTZ MICHELSON ARCHITECTS PROFESSIONAL RESPONSIBILITY TO TAKE WHAT HE BELIEVES ARE PRUDENT MEASURES SHOULD THE ARCHITECT ENCOUNTER SITUATIONS THAT HE BELIEVES CREATE A DANGER TO PUBLIC HEALTH, SAFETY, OR WELFARE. THE CLIENT/OWNER UNDERSTANDS THIS SITUATION AND AGREES TO DEFEND SALTZ MICHELSON ARCHITECTS AND HOLD THE ARCHITECT HARMLESS FROM CLAIMS ARISING FROM THE ARCHITECTS EXERCISE OF PROFESSIONAL RESPONSIBILITY IN THIS REGARD.

LICENSES AND PERMITS: THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL SECURE THE REQUIRED CITY, COUNTY, STATE LICENSES OR PERMITS AND SPECIAL PERMITS, WHEN REQUIRED, PRIOR TO COMMENCING ANY WORK ON THIS PROJECT., PERMITS SHALL BE PROTECTED AND DISPLAYED IN ACCORDANCE WITH THE LOCAL GOVERNING AGENCY REQUIREMENTS.

PERMIT FEES:
IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PAY FOR ALL BUILDING PERMITS REQUIRED BY LOCAL CODE OR ORDINANCE.

PERMANENT UTILITY FEES:
IMPACT FEES, WATER AND SEWER CONNECTION FEES AND DEPOSITS FOR PERMANENT UTILITY SERVICES SHALL BE PAID FOR BY THE OWNER. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT, AND/OR OWNER WHEN THESE FEES APPLY PRIOR TO THE START OF CONSTRUCTION.

TEMPORARY UTILITY FEES:
FEES FOR TEMPORARY CONSTRUCTION RELATED USE OF UTILITY SERVICES SUCH AS WATER, ELECTRIC, TRASH DISPOSAL, PORTABLE TOILETS, JOB SITE PHONES AND OTHER SUCH SERVICES THAT ARE PRIMARILY UTILIZED BY THE CONTRACTOR IN PERFORMANCE OF THE WORK UNDER THIS CONTRACT SHALL BE INCLUDED IN THE COST OF THE JOB AND PAID BY THE CONTRACTOR.

INSURANCE:
THE CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK. PROOF OF INSURANCE SHALL BE SUBMITTED TO THE OWNER PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR AND HIS SUBCONTRACTORS ARE NOT TO COMMENCE WORK UNDER THIS CONTRACT UNTIL REQUIRED INSURANCE IS OBTAINED AND APPROVAL RECEIVED FROM THE OWNER.

INSURANCE TYPE	MINIMUM LIMITS OF LIABILITY
WORKMAN'S COMPENSATION	STATUTORY
CONTRACTOR'S PUBLIC LIABILITY:	
BODILY INJURY	$100,000 EACH PERSON $300,000 EACH ACCIDENT
PROPERTY DAMAGES	$10,000 EACH ACCIDENT $25,000 AGGREGATE
CONTRACTOR'S LIABILITY FOR SUBCONTRACTED WORK:	
BODILY INJURY	$100,000 EACH PERSON $300,000 EACH ACCIDENT
PROPERTY DAMAGES	$10,000 EACH ACCIDENT $25,000 AGGREGATE
AUTOMOBILE PUBLIC LIABILITY:	
BODILY INJURY	$100,000 EACH PERSON $300,000 EACH ACCIDENT
PROPERTY DAMAGES	$10,000 EACH ACCIDENT

INDEMNITY:
CONTRACTOR SHALL PROTECT, DEFEND, SAVE HARMLESS AND INDEMNIFY OWNER, ITS EMPLOYEES, AGENTS AND PUBLIC FROM CLAIMS, DEMANDS OR EXPENSES ON ACCOUNT OF INJURY TO PERSON OR DAMAGE TO PROPERTY, ALLEGED OR REAL, ARISING FROM ANYTHING DONE OR NOR DONE UNDER THIS AGREEMENT BY CONTRACTOR, SUBCONTRACTOR, OR ANYONE DIRECTLY EMPLOYED BY EITHER.

GUARANTEE:
THE CONTRACTOR SHALL GUARANTEE ALL WORK UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OR CERTIFICATE OF OCCUPANCY, HE SHALL REPLACE ANY WORK THAT FAILS TO CONFORM TO THE DRAWINGS OR DETAILS AS SHOWN IN THESE CONSTRUCTION DOCUMENTS. HE SHALL DELIVER TO THE OWNER ALL WRITTEN WARRANTIES OR GUARANTEES OFFERED BY THE MANUFACTURERS FOR ALL COMPONENTS, EQUIPMENT AND FIXTURES. COPIES OF INVOICES, BILLS OR PURCHASE ORDERS SHALL BE GIVEN TO THE OWNER WHEN REQUIRED TO ENFORCE GUARANTEES AND WARRANTS. THESE PROVISIONS SHALL APPLY TO ALL VENDORS OR OTHERS WHO MAY BE EMPLOYED BY THE CONTRACTOR IN PRODUCING THIS WORK.

COORDINATION OF THE TRADES:
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF EVERY ASPECT OF THE WORK AS DESCRIBED IN THE CONTRACT FOR CONSTRUCTION INCLUDING ALL OF THE REQUIREMENTS OF THE "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" AIA DOCUMENT A-201, HE SHALL VERIFY ALL DRAWINGS AND COORDINATE THE WORK OF ALL TRADES AT THE TIME THE WORK IS PERFORMED ON THIS STRUCTURE. NO ADDITIONAL PAYMENTS SHALL BE MADE FOR THE CONTRACTORS FAILURE TO COORDINATE THE WORK AND CORRECT CONFLICTING FIELD CONDITIONS.

GENERAL CONTRACTOR SHALL DO ALL CUTTING AND PATCHING OF EXISTING CONCRETE SLABS, PARTITIONS ETC. AS MAY BE REQUIRED FOR ALL TRADES TO ACCOMPLISH ALL WORK REQUIRED BY THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL DO ALL PATCHING AND PROVIDE NEW FINISHES TO MATCH EXISTING SO AS TO MAKE THE "PATCHED AREA" INDISCERNIBLE TO THE EXISTING ADJACENT AREA.

ALL EXISTING SURFACES SUCH AS WALLS, FLOORS, CEILINGS, BASES, ETC. THAT ARE AFFECTED BY THESE ALTERATIONS ARE TO HAVE NEW MATERIAL AND FINISH AS REQUIRED TO MATCH ALL ADJACENT EXISTING FINISHES.

DEMOLITION:
TITLE TO MATERIALS: TITLE TO ALL MATERIAL AND EQUIPMENT TO BE DEMOLISHED AND REMOVED EXCEPTING ITEMS INDICATED TO BE TURNED OVER TO THE OWNER'S IS VESTED IN THE CONTRACTOR AT START OF PROJECT.

REMOVE ALL SPECIFIC ITEMS INDICATED ON THESE DRAWINGS AND ALSO REMOVE ANY OTHER ITEMS OR CONSTRUCTION AS REQUIRED TO ACCOMPLISH ALL NEW WORK TO AREAS SHOWN.

ALL REMOVED ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR WITH THE APPROVAL OF THE OWNER AND SHALL BE REMOVED FROM THE SITE.

THE AMOUNT OF DUST RESULTING FROM DEMOLITION SHALL BE CONTROLLED TO PREVENT THE SPREAD OF DUST AND DEBRIS CREATION IN A NUISANCE IN THE SURROUNDING AREA. USE OF WATER WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING, LEAKING TO FLOOR BELOW AND POLLUTION.

MANUFACTURER'S INSTRUCTIONS:
MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION, OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURERS INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK. THE CONTRACTOR SHALL CONFIRM ALL EQUIPMENT DIMENSIONS, ELECTRICAL REQUIREMENTS AND UTILITY CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENTS MAKE AND MODEL.

WORKMANSHIP:
ALL WORK SHALL BE PERFORMED IN A FIRST CLASS WORKMAN LIKE MANNER IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, THE BUILDING CODE AND THE STATE ENERGY EFFICIENCY CODE. WORKMANSHIP QUALITY SHALL STRICTLY CONFORM TO THE INDUSTRY STANDARDS AND APPLICABLE NATIONAL, STATE AND LOCAL CODES, ORDINANCES AND RULES.

MATERIALS:
UNLESS SPECIFIED OTHERWISE, ALL CONTRACTOR SUPPLIED MATERIALS, FIXTURES, FITTINGS OR COMPONENTS SHALL BE NEW AND DELIVERED TO THE JOB SITE IN THE MANUFACTURER'S ORIGINAL SEALED CARTONS OR PACKAGING.

SHOP DRAWINGS:
THE CONTRACTOR SHALL OBTAIN ARCHITECTS OR OWNER'S WRITTEN APPROVAL OF SHOP DRAWINGS PRIOR TO FABRICATION. SAMPLES SHALL BE SUBMITTED UPON REQUEST. WHERE INSTALLATIONS REQUIRING SHOP DRAWINGS HAVE BEEN MADE WITHOUT APPROVED DOCUMENTS THE OWNER AND/OR ARCHITECT MAY REJECT THE WORK. REPLACEMENT ADDITIONS OR MODIFICATIONS TO ALL SUCH WORK SHALL BE MADE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PREFABRICATED ITEMS OF THE WORK.

ACTIVE SERVICES:
EXISTING ACTIVE SERVICES: WATER, GAS, SEWER, ELECTRIC, ETC., WHEN ENCOUNTERED SHALL BE PROTECTED AGAINST DAMAGE. DO NOT INTERRUPT OR DISTURB OPERATION OF ACTIVE SERVICES WHICH ARE TO REMAIN. IF ACTIVE SERVICES ARE ENCOUNTERED WHICH REQUIRE RELOCATION, MAKE REQUEST TO AUTHORITIES WITH JURISDICTION FOR DETERMINATION OF PROCEDURES. WHERE EXISTING SERVICES ARE TO BE ABANDONED, THEY SHALL BE TERMINATED ON CONFORMANCE WITH REQUIREMENTS OF THE LANDLORD, OWNER, SPECIFICATIONS, UTILITY COMPANIES AND/OR GOVERNING AGENCIES HAVING JURISDICTION.

DAMAGE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL AREAS INCLUDING PUBLIC SPACES IN AND AROUND THE SITE AGAINST DAMAGE DURING THE CONSTRUCTION PROCESS, DAMAGE TO ANY AREA SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND LANDLORD AT THE CONTRACTOR'S EXPENSE.

SANITATION FACILITIES:
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE TEMPORARY TOILET FACILITIES ON THE JOB SITE.,

DRINKING WATER:
THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE DRINKING WATER FOR THE USE OF ALL TRADESMEN, THE WATER SUPPLY SHALL BE FREE OF CHARGE, CONVENIENTLY LOCATED AND MAINTAINED THROUGHOUT THE DURATION OF THE WORK.

FIRE PROTECTION:
THE CONTRACTOR SHALL PROVIDE GENERAL FIRE PROTECTION THROUGHOUT THE JOB FOR THE DURATION OF THE WORK, EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING FIRE PROTECTION FOR THEIR OWN SPECIALTY.

OPERATING INSTRUCTIONS:
THE OWNER SHALL BE FURNISHED WITH THE ORIGINAL OPERATING INSTRUCTIONS, REPAIR AND MAINTENANCE MANUALS AS SUPPLIED BY THE MANUFACTURER FOR ALL EQUIPMENT INSTALLED UNDER THE CONTRACTOR'S SUPERVISION.

ACTIVE SERVICES:
EXISTING ACTIVE SERVICES: WATER, GAS, SEWER, ELECTRIC, ETC., WHEN ENCOUNTERED SHALL BE PROTECTED AGAINST DAMAGE. DO NOT INTERRUPT OR DISTURB OPERATION OF ACTIVE SERVICES WHICH ARE TO REMAIN. IF ACTIVE SERVICES ARE ENCOUNTERED WHICH REQUIRE RELOCATION, MAKE REQUEST TO AUTHORITIES WITH JURISDICTION FOR DETERMINATION OF PROCEDURES. WHERE EXISTING SERVICES ARE TO BE ABANDONED, THEY SHALL BE TERMINATED ON CONFORMANCE WITH REQUIREMENTS OF THE LANDLORD, OWNER, SPECIFICATIONS, UTILITY COMPANIES AND/OR GOVERNING AGENCIES HAVING JURISDICTION.

FINAL CLEANING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CONSTRUCTION CLEAN-UP INCLUDING THE REMOVAL OF ALL RUBBISH, CONSTRUCTION AIDS, BRACING, BARRIERS, BARRICADES, ETC. USING MANUFACTURERS RECOMMENDED CLEANING AGENTS THE CONTRACTOR SHALL CLEAN AND POLISH ALL GLASS SURFACES; FINISH HARDWARE; CERAMIC AND VINYL TILE FLOORING AND BASES; WOODWORK; PAINTED AND WALL SURFACES. REMOVE ALL FINGERPRINTS, STAINS, MARKINGS, DUST, DIRT, PUTTY AND OVER PAINTING IN PREPARATION FOR USE AND OCCUPANCY.

SITE CLEAN-UP:
GARBAGE RECEPTACLES SHALL BE ON SITE AT ALL TIMES, THE JOB SITE SHALL BE KEPT FREE OF ACCUMULATED TRASH AND WASTE MATERIALS WHICH SHALL BE REMOVED WEEKLY, "BROOM CLEANING" SHALL BE DONE ON AN ASNEEDED OR DAILY BASIS FOR THE DURATION OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN ALL AREAS OF THE WORK AFTER CONSTRUCTION IS COMPLETED, ALL TRASH, DEBRIS, IMPLEMENTS, AND SURPLUS MATERIALS SHALL BE REMOVED FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE. ALL WASTE SHALL BE LEGALLY DISPOSED OF AT PUBLIC OR PRIVATE DUMPING FACILITIES.

FINAL INSPECTION:
THE OWNER AND CONTRACTOR SHALL PERFORM A FINAL "WALK THROUGH" INSPECTION OF THE WORK PRIOR TO THE OWNER'S FINAL ACCEPTANCE. THE CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN "PUNCH LIST" TO THE OWNER OF THE ITEMS OF THE WORK THAT REQUIRE ADJUSTMENT, CORRECTION OR REPLACEMENT, PUNCH LISTED EQUIPMENT, FEATURES OR FINISHES SHALL BE REPAIRED TO THE OWNER'S SATISFACTION WITHIN FIVE WORKING DAYS.

FINAL ACCEPTANCE:
THE CONTRACTOR SHALL DEMONSTRATE TO THE OWNER THE USE AND VERIFY THE PROPER FUNCTION OF ALL OPERATING FEATURES INCORPORATED INTO THE PROJECT. THE OWNER SHALL REVIEW, VERIFY AND APPROVE THE COMPLETENESS OF ALL "PUNCH LIST" WORK.

CERTIFICATE OF OCCUPANCY:
UPON FINAL ACCEPTANCE AND COMPLETION THE CONTRACTOR SHALL OBTAIN AND DELIVER TO THE OWNER OR OWNER'S AGENT A "CERTIFICATE OF OCCUPANCY" OR "CERTIFICATE OF USE" FROM THE LOCAL GOVERNING AGENCY.

PERMANENT ELECTRIC SERVICE:
IN THE EVENT A "CERTIFICATE OF OCCUPANCY" OR "CERTIFICATE OF COMPLETION" IS A PREREQUISITE TO OBTAINING AN ELECTRIC METER AND/OR PERMANENT ELECTRIC SERVICE THE CONTRACTOR SHALL HAVE THE LOCAL ELECTRIC UTILITY INSTALL ALL THE REQUIRED COMPONENTS TO PROVIDE THE ELECTRIC SERVICE SPECIFIED IN THE PLANS, THEREAFTER HE SHALL TEST AND DEMONSTRATE TO THE OWNER THE USE AND VERIFY THE PROPER FUNCTION OF ALL COMPONENTS AND OPERATING FEATURES OF THE ELECTRICAL SYSTEM.

TESTING:
ALL REQUIRED TESTS SHALL BE PERFORMED BY AN APPROVED TESTING LABORATORY AT THE CONTRACTORS EXPENSE., TEST RESULTS SHALL BE SUBMITTED TO ARCHITECT AND/OR ENGINEER.

SIGNAGE:
A. CONTRACTOR SHALL FURNISH AND INSTALL ALL CODE REQUIRED SIGNAGE IN ACCORDANCE WITH SECTION 703 OF THE 2023 FLORIDA BUILDING CODE AND THE 2021 NFPA 101 - LIFE SAFETY CODE. SIGNAGE SHALL BE CONSTRUCTED TO MATCH EXISTING TENANT SPACE.
B. PROVIDE LETTER STYLES, SHALLE GRAPHICS ETC. AS REQUIRED BY CODE.
SIGNAGE SHALL INCLUDE, BUT IS NOT LIMITED TO:
1. ROOM IDENTIFICATION SIGNS.
2. ADA RESTROOM SIGNS.
3. FIRE EXTINGUISHER AND PULL STATION SIGNS.
4. EMERGENCY EXIT SIGNS.
5. DIRECTIONAL SIGNS.
6. EMERGENCY SHUT-OFF SIGNS.
C. APPROVED SIGN COMPANIES INCLUDE BEST MANUFACTURING COMPANY, BARON SIGN MANUFACTURING, AND ESI SIGNS.
D. SUBMIT SHOP DRAWINGS FOR APPROVAL.

THE FOLLOWING GUIDELINES SPECIFICATIONS ARE INTENDED FOR GENERAL INFORMATION AND SUPPLEMENT THE REQUIREMENTS SHOWN ON THE DRAWINGS. THESE SPECIFICATIONS ARE NOT A FULL COMPREHENSIVE CONSTRUCTION SPECIFICATIONS AND SHOULD NOT BE USED AS SUCH. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL MATERIALS AND LABOR REQUIRED TO ACHIEVE THE INTENT OF THESE SPECIFICATIONS AND DRAWINGS.

ARCHITECTURAL WOODWORK:
A. GENERAL: PROVIDE MATERIALS THAT COMPLY WITH REQUIREMENTS OF THE AWI QUALITY STANDARD FOR EACH TYPE OF WOODWORK AND QUALITY GRADE INDICATED AND, WHERE THE FOLLOWING PRODUCTS ARE PART OF INTERIOR WOODWORK, WITH REQUIREMENTS OF THE REFERENCED PRODUCT STANDARDS THAT APPLY TO PRODUCT CHARACTERISTICS INDICATED.

B. HARDWARE COORDINATION: DISTRIBUTE COPIES OF APPROVED SCHEDULE FOR CABINET HARDWARE SPECIFIED IN DIVISION 8 SECTION "DOOR HARDWARE" TO FABRICATOR OF ARCHITECTURAL WOODWORK. COORDINATE CABINET SHOP DRAWINGS AND FABRICATION WITH HARDWARE REQUIREMENTS.

C. INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH.
1. QUALITY STANDARD: COMPLY WITH AWI SECTION 300.
a. GRADE: CUSTOM.

D. INTERIOR FRAMES AND JAMBS FOR OPAQUE FINISH.
1. QUALITY STANDARD: COMPLY WITH AWI SECTION 800.
a. GRADE: CUSTOM.

ARCHITECTURAL WOODWORK (CONTINUED):
E. INSTALLATION QUALITY STANDARD: INSTALL WOODWORK TO COMPLY WITH AWI SECTION 1700 FOR THE SAME GRADE SPECIFIED IN PART 2 OF THIS SECTION FOR TYPE OF WOODWORK INVOLVED.

F. STANDING AND RUNNING TRIM: INSTALL WITH MINIMUM NUMBER OF JOINTS POSSIBLE, USING FULL-LENGTH PIECES FROM MINIMUM LENGTH OF LUMBER AVAILABLE TO THE GREATEST EXTENT POSSIBLE. DO NOT USE PIECES LESS THAN 96 INCHES (600 MM) LONG, EXCEPT WHERE NECESSARY. STAGGER JOINTS IN ADJACENT AND RELATED MEMBERS. FILL GAPS, IF ANY, BETWEEN TOP OF BASE AND WALL WITH PLASTIC WOOD FILLER, SAND SMOOTH, AND FINISH SAME AS WOOD BASE, IF FINISHED.
1. INSTALL STANDING AND RUNNING TRIM WITH NO MORE THAN 1/8 INCH IN 96 INCH (3 MM IN 2400 MM) VARIATION FROM A STRAIGHT LINE.

LAMINATE CLAD CABINETS
A. QUALITY STANDARD: COMPLY WITH AWI SECTION 400 AND ITS DIVISION 400B "LAMINATE CLAD CASEWORK"
B. GRADE: CUSTOM.
C. AWI TYPE OF CABINET CONSTRUCTION: FLUSH OVERLAY
D. LAMINATE CLADDING: HIGH PRESSURE DECORATIVE LAMINATE COMPLYING WITH THE FOLLOWING REQUIREMENTS:
1. COLORS, PATTERNS, AND FINISHES: PROVIDE MATERIALS AND PRODUCTS THAT RESULT IN COLORS AND TEXTURES OF EXPOSED LAMINATE SURFACES COMPLYING WITH THE FOLLOWING REQUIREMENTS AS SELECTED BY ARCHITECT
B. ALL PLASTIC LAMINATES TO BE MINIMUM .VW" THICK.
E. HARDWARE STANDARD: COMPLY WITH ANSI/BHMA A156.9 "AMERICAN NATIONAL STANDARD FOR CABINET HARDWARE" FOR ITEMS INDICATED BY REFERENCE TO BHMA NUMBERS OR REFERENCED TO THIS STANDARD.
F. EXPOSED HARDWARE FINISHES: FOR EXPOSED HARDWARE, PROVIDE FINISH THAT COMPLIES WITH ANSI/BHMA A156.18 FOR BHMA CODE NUMBER INDICATED.
1. SATIN CHROMIUM PLATED, STEEL BASE: BHMA 652.
G. INSTALLATION QUALITY STANDARD: INSTALL WOODWORK TO COMPLY WITH AWI SECTION 1700 FOR THE SAME GRADE SPECIFIED IN PART 2 OF THIS SECTION FOR TYPE OF WOODWORK INVOLVED.

ARCHITECTURAL CABINET TOPS (COUNTERTOPS):
A. QUALITY STANDARD: COMPLY WITH AWI SECTION 400C.
1. EDGE TREATMENT: SAME AS LAMINATE CLADDING ON HORIZONTAL SURFACES - MINIMUM 1-1/2" THICKNESS
B. CABINET TOPS: INSTALL WITH MINIMUM NUMBER OF JOINTS POSSIBLE. LEVELAND PLUMB. AND HOR TOPS TO BASE UNITS FROM BELOW USING APPROPRIATE SCREWS.

HARDWARE REQUIREMENTS FOR SYSTEMS:
A. PROVIDE MANUFACTURER'S STANDARD HARDWARE UNLESS OTHERWISE INDICATED.

FIRE STOPPING PERFORMANCE REQUIREMENTS:
A. GENERAL: PROVIDE ELETE FIRESTOPPING SYSTEMS THAT ARE PRODUCED AND INSTALLED TO RESIST THE SPREAD OF FIRE, ACCORDING TO REQUIREMENTS INDICATED, AND THE PASSAGE OF SMOKE AND OTHER GASES.
B. F-RATED THROUGH-PENETRATION FIRESTOP SYSTEMS: PROVIDE THROUGH-PENETRATION FIRESTOP SYSTEMS WITH F-RATINGS INDICATED, AS DETERMINED PER ASTM E 814, BUT NOT LESS THAN THAT EQUALING OR EXCEEDING THE FIRE-RESISTANCE RATING OF THE CONSTRUCTIONS BEING PENETRATED.
C. T-RATED THROUGH-PENETRATION FIRESTOP SYSTEMS: PROVID

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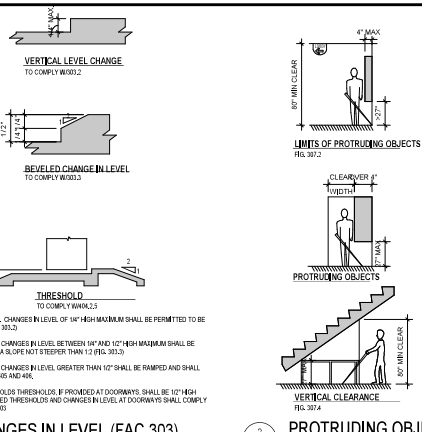


1 G004 CHANGES IN LEVEL (FAC 303)
SCALE: 1/4" = 1'-0"

2 G004 PROTRUDING OBJECTS (FAC 307)
SCALE: 1/4" = 1'-0"

DOOR ACCESSIBILITY NOTES

404.2.3 CLEAR WIDTH
DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (815 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (915 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (865 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (865 MM) AND 80 INCHES (2030 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES
EXCEPTIONS:
1. IN ALTERATIONS, A PROJECTION OF 5/8 INCH (16 MM) MAXIMUM INTO THE REQUIRED CLEAR WIDTH SHALL BE PERMITTED FOR THE LATCH SIDE STOP.
2. DOOR CLOSERS AND DOOR STOPS SHALL BE PERMITTED TO BE 78 INCHES (1980 MM) MINIMUM ABOVE THE FINISH FLOOR OR GROUND.

404.2.4 MANEUVERING CLEARANCES
MINIMUM MANEUVERING CLEARANCES AT DOORS AND GATES SHALL COMPLY WITH TABLE 404.2.4.1. MANEUVERING CLEARANCES SHALL EXTEND THE FULL WIDTH OF THE DOORWAY AND THE REQUIRED LATCH SIDE OR HINGE SIDE CLEARANCE.

404.2.5 THRESHOLDS
THRESHOLDS, IF PROVIDED AT DOORWAYS, SHALL BE ½ INCH (13 MM) HIGH MAXIMUM. RAISED THRESHOLDS AND CHANGES IN LEVEL AT DOORWAYS SHALL COMPLY WITH 302 AND 303.
EXCEPTION: EXISTING OR ALTERED THRESHOLDS ¾ INCH (19 MM) HIGH MAXIMUM THAT HAVE A BEVELED EDGE ON EACH SIDE WITH A SLOPE NOT STEEPER THAN 1:2 SHALL NOT BE REQUIRED TO COMPLY WITH 404.2.5.

404.2.6.1 DOOR CLOSERS AND GATE CLOSERS
DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM.

404.2.9 DOOR AND GATE OPENING FORCE
FIRE DOORS SHALL HAVE A MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE OTHER THAN FIRE DOORS SHALL BE AS FOLLOWS:
1. INTERIOR HINGED DOORS AND GATES: 5 POUNDS (22.2 N) MAXIMUM.
2. SLIDING OR FOLDING DOORS: 5 POUNDS (22.2 N) MAXIMUM.
THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION.

CONTROL & DRIVE ACCESSIBILITY

308.2 CLEAR FLOOR SPACE
A CLEAR FLOOR OR GROUND SPACE COMPLYING WITH 305 SHALL BE PROVIDED.

308.3 HEIGHT
OPERABLE PARTS SHALL BE PLACED WITHIN ONE OR MORE OF THE REACH RANGES SPECIFIED IN 308.

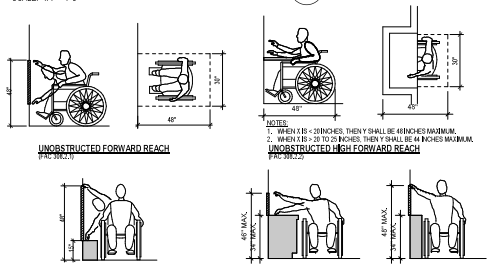
308.4 OPERABLE PARTS OPERATION
OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS (22.2 N) MAXIMUM.

ACCESSIBILITY NOTES:

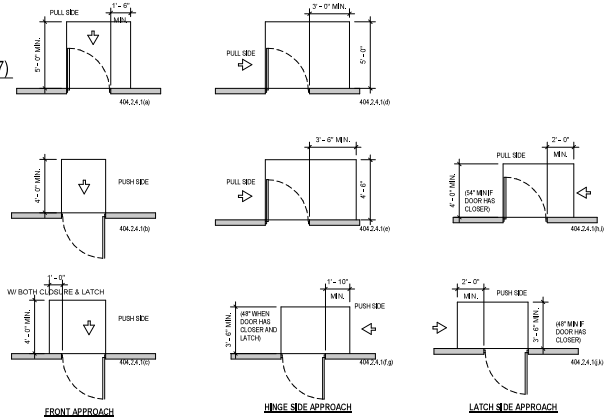
1. CONTROLS & OPERATING MECHANISMS
   - ALL REQUIRED CONTROLS AND OPERATING MECHANISMS SHALL BE PLACED BETWEEN 15" AND 48" ABOVE THE FLOOR AND MEET FULL COMPLIANCE W/ FAC 309 OPERABLE PARTS. SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5.0 POUNDS MAXIMUM.
2. DOORS
   - ALL DOORS SHALL PROVIDE THE REQUIRED MANEUVERING CLEARANCES PER FAC 404.
   - ALL DOORS TO HAVE LEVER-OPERATED HARDWARE PER FAC 404.2.2.
   - ALL DOORS SHALL HAVE A 32" CLEAR DOOR OPENING MEASURED FROM THE FACE OF THE DOOR WHEN IT IS OPENED 90° TO THE DOOR STOP PER FAC 404
   - ALL DOORS LEADING INTO HAZARDOUS ROOMS OR SPACES TO HAVE KNURLED HARDWARE.
   - ALL PUBLIC AND COMMON AREA INTERIOR DOORS TO HAVE 5 LBS MAX. FORCE TO OPEN PER FAC 404.2.9.
   - ALL PUBLIC AND COMMON AREA EXTERIOR DOORS TO HAVE 8.5 LBS MAX. FORCE TO OPEN PER FAC 404.2.9.
3. CARPETING AND FLOORING
   - FLOOR SURFACES SHALL BE FIRM, STABLE AND SLIP-RESISTANT PER FAC 302.1
   - CARPET TILE THICKNESS NOT TO EXCEED 1/2" PER FAC 302.2.
   - CARPET TILE THICKNESS IS FROM THE FLOOR FINISH TO TOP OF TILE PER FAC 302.2.
   - THRESHOLDS SHALL BE A MAXIMUM 1/2" WITH A 1:2 BEVEL.

SIGNAGE NOTES:

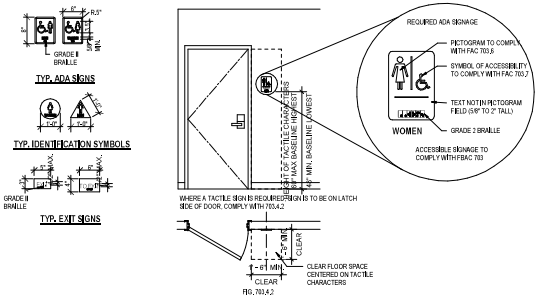
1. CHARACTERS, SYMBOLS AND THEIR BACKGROUND SHALL HAVE A NONGLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND.
2. CHARACTERS ON SIGNS SHALL BE RAISED 1/32" MINIMUM & SHALL BE SANS SERIF UPPERCASE CHARACTERS ACCOMPANIED BY GRADE 2 BRAILLE. RAISED CHARACTERS SHALL BE A MINIMUM OF 5/8" AND A MAXIMUM OF 2" HIGH.
3. PICTOGRAMS SHALL BE ACCOMPANIED BY THE VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTOGRAM. THE OUTSIDE DIMENSION OF THE PICTOGRAM FIELD SHALL BE A MINIMUM OF 6" IN HEIGHT.
4. CHARACTERS AND BRAILLE SHALL BE IN A HORIZONTAL FORMAT. BRAILLE SHALL BE PLACED A MINIMUM OF 3/8" AND A MAXIMUM OF 1/2" DIRECTLY BELOW THE TACTILE CHARACTERS. FLUSH LEFT OR CENTERED. WHEN TACTILE TEXT IS MULTILINED, ALL BRAILLE SHALL BE PLACED TOGETHER BELOW ALL LINES OF TACTILE TEXT.
5. CONTRACTED BRAILLE SHALL BE USED WHEREVER BRAILLE IS REQUIRED. DOTS SHALL BE 1/10" ON CENTER IN EACH CELL WITH 2 1/5" SPACE BETWEEN CELLS. DOTS SHALL BE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND. BRAILLE DOTS SHALL BE DOMED OR ROUNDED. BRAILLE SHOWN IS FOR PLACEMENT ONLY. USE CORRECT BRAILLE FOR SIGN PRODUCTION.
6. WHERE PERMANENT IDENTIFICATION SIGNS ARE PROVIDED FOR ROOMS AND SPACES, SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL.
7. MOUNTING HEIGHT SHALL BE 60" A.F.F. TO THE CENTER LINE OF THE SIGNS. MOUNTING LOCATION SHALL BE DETERMINED SO THAT A PERSON MAY APPROACH WITHIN 3" OF SIGNAGE W/O ENCOUNTERING PROTRUDING OBJECTS.
8. EXIT SIGN LOCATION REQUIREMENTS
   8.1. EACH GRADE LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD 'EXIT'
   8.2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN
   8.3. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE THAT DOES NOT UTILIZE A STAIR OR RAMP, OR BY MEANS OF AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'EXIT ROUTE'
   8.4. EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'EXIT ROUTE'
   8.5. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS 'TO EXIT'
9. ALL SIGNS SHALL COMPLY WITH STATE AND LOCAL CODES AND / OR ORDINANCES. INSTALL INTERNATIONAL SIGN OF ACCESSIBILITY AT ALL BUILDING ENTRANCES THAT ARE ACCESSIBLE



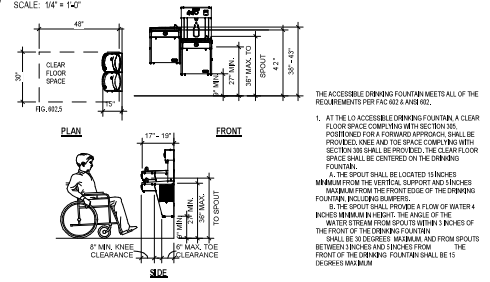
3 G004 REACH RANGES (FAC 308)
SCALE: 1/4" = 1'-0"



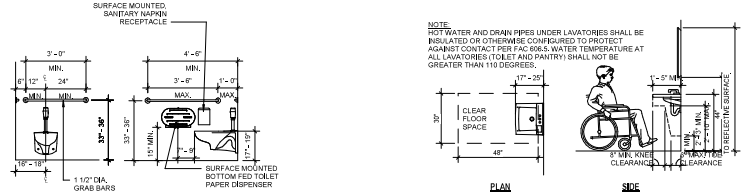
4 G004 ACCESSIBLE DOORS & CLEARANCES (FAC 404)
SCALE: 1/4" = 1'-0"



8 G004 SIGNS (FAC 703)
SCALE: 3/8" = 1'-0"

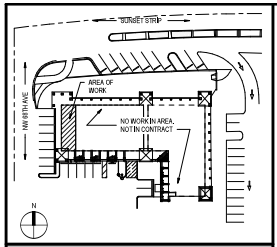


5 G004 DRINKING FOUNTAINS (FAC 602)
SCALE: 3/8" = 1'-0"



6 G004 WATER CLOSETS & TOILET COMPARTMENTS (FAC 604)
SCALE: 3/8" = 1'-0"

7 G004 LAVATORIES & SINKS (FAC 606)
SCALE: 3/8" = 1'-0"



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REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

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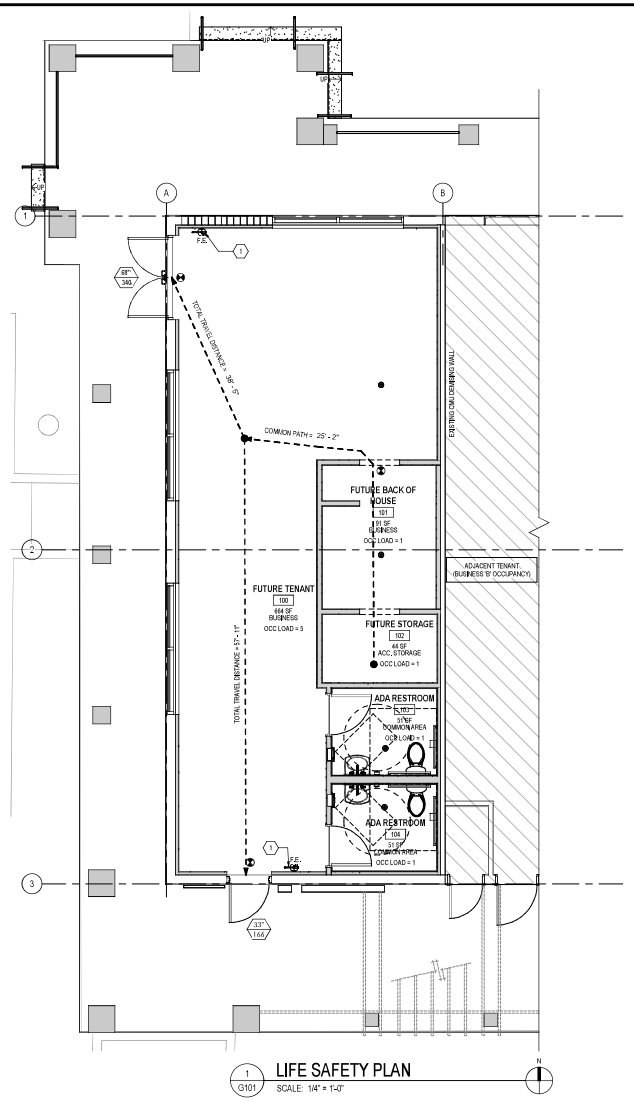


1 G101 LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

N

PROJECT DATA/ CODE ANALYSIS

1. JURISDICTION: CITY OF SUNRISE, FL
2. PROJECT ADDRESS: 6780 SUNSET STRIP
3. TENANT AREA: 1,049 GROSS SQ.FT
   UNITS 11:

APPLICABLE BUILDING CODES:

BUILDING:	2023 FLORIDA BUILDING CODE (8th EDITION)
FIRE/LIFE SAFETY:	2023 FLORIDA BUILDING CODE - EXISTING BUILDING (8th EDITION) 2023 EDITION FLORIDA FIRE PREVENTION CODE (FFPC - 8th EDITION) W/ BROWARD COUNTY RULES & APPEALS (BORA) AMENDMENTS (INCLUSIVE OF NFPA 1, 2021 EDITION & NFPA 101, 2021 EDITION)
ACCESSIBILITY:	2023 FLORIDA BUILDING CODE - ACCESSIBILITY
PLUMBING:	2023 FLORIDA PLUMBING CODE
MECHANICAL:	2023 FLORIDA MECHANICAL CODE
ELECTRICAL:	2020 NATIONAL ELECTRIC CODE

2023 FLORIDA BUILDING CODE - BUILDING / FLORIDA FIRE PREVENTION CODE (8TH ED)

CHAPTER 3 - USE & OCCUPANCY CLASSIFICATION

BUILDING OCCUPANCY TYPE: BUSINESS (GROUP 'B') - NONSPRINKLERED

CHAPTER 5 - GENERAL BUILDING HEIGHTS & AREAS

BUILDING LIMITATIONS:
BUSINESS (B), TYPE II-B — EXISTING 1-STORY BUILDING

CHAPTER 6 - TYPES OF CONSTRUCTION

TYPE OF CONSTRUCTION: II-B (NON-SPRINKLERED)

FIRE RESISTIVE RATING REQUIREMENTS (TABLE 602)
EXISTING FIRE RESISTIVE RATINGS TO REMAIN - NO CHANGE TO FIRE RATINGS

CHAPTER 8 - INTERIOR FINISHES

INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY (TABLE 803.11):

	INTERIOR EXIT STAIRWAYS, RAMPS AND EXIT PASSAGEWAYS	CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS	ROOMS & ENCLOSED SPACES
	A	B	C
GROUP 'B' (NONSPRINKLERED)			

CHAPTER 9 - FIRE PROTECTION SYSTEMS

(906.3(1)) PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED, TYPE 2A:20B:C MIN.-RATED SINGLE FIRE EXTINGUISHER SHALL BE INSTALLED EVERY 3,000 SQ. FT FOR CLASS A FIRES @ MAX. TRAVEL DISTANCE OF 75 FT. EXTINGUISHERS SHALL BE INSTALLED NOT LESS THAN 4in AFF AND NOT MORE THAN 5FT AFF

	REQUIRED	PROVIDED
UNITS 11	1,040 SQ.FT. / 3,000 = 1	2

CHAPTER 10 - MEANS OF EGRESS

ALLOWABLE OCCUPANT LOADS (TABLE 1004.5/FFPC TABLE 7.3.1.2):
BUSINESS (B) — 1 PERSON PER 150 SQ. FT.

ACTUAL OCCUPANT LOADS (FBC TABLE 1004.5 / FFPC TABLE 7.3.1.2):
UNIT 11: BUSINESS — 1,040 SF / 150 PERSONS = 7 OCCUPANTS

EGRESS WIDTH PER OCCUPANT: 6.29 in OTHER COMPONENTS (1005.3.2)
UNIT 11: TOTAL EGRESS WIDTH REQUIRED: 7 OCCUPANTS x 6.29 in. = 1.4 in.
TOTAL EGRESS WIDTH PROVIDED: 101 in. CLEAR EGRESS WIDTH (101 in. / 0.20 = 505 OCCUPANTS)

COMMON PATH OF EGRESS TRAVEL (FBC TABLE 1006.2.1):

		REQUIRED	PROVIDED
UNIT 11:	BUSINESS (NON-SPRINKLERED)	100 FT MAX	25'-2"

MINIMUM NUMBER OF EXITS (FBC TABLE 1006.3.3(2)):

		REQUIRED	PROVIDED
UNIT 11:	MAX OCCUPANT LOAD = 49	1	2

MAXIMUM TRAVEL DISTANCE (FBC TABLE 1017.2/FFPC TABLE A.7.6):

		REQUIRED	PROVIDED
UNIT 11:	BUSINESS (NON-SPRINKLERED)	200 FT.	51'-11" MAX

2023 FLORIDA BUILDING CODE - EXISTING BUILDING:

CHAPTER 6 - CLASSIFICATION OF WORK

LEVEL OF ALTERATION: LEVEL 3 CRITERIA PER THE FLORIDA BUILDING CODE 2023 - EXISTING BUILDING. THE REQUIREMENTS FOR THE LEVEL 3 CRITERIA ALTERATION APPLY WHERE THE WORK EXCEEDS 50% OF THE BUILDING AREA

2023 FLORIDA PLUMBING CODE

CHAPTER 4 - FIXTURES, FAUCETS, & FIXTURE SETTINGS

OCCUPANT LOADS BY GENDER
(REFER TO OCCUPANT LOADS)

	OCCUPANT LOAD	# FEMALE	# MALE
BUSINESS (B)	7	4	4
TOTAL		4	4

REQUIRED PLUMBING FIXTURES
(FBC PLUMBING TABLE 403.1)

BUSINESS (B)

		WATER CLOSETS 1 PER 25 (1ST 50) 1 PER 50 THEREAFTER		LAVATORIES 1 PER 40 (1ST 80) 1 PER 80 THEREAFTER		DRINK FOUNTAIN 1 PER 100	SERVICE SINK
		MALE	FEMALE	MALE	FEMALE		
(4 MALE/ 4 FEMALE)	REQUIRED	1	1	1	1	N/A*	N/A*
	TOTAL PROVIDED	1	1	1	1	N/A*	N/A*

* DESIGN FOR AND INSTALLATION SHALL BE ADDRESSED UNDER TENANT IMPROVEMENT DRAWINGS

LIFE SAFETY PLAN LEGEND & SHEET NOTES

LEGEND

- TRAVEL PATH ESCAPE ROUTE
- EXIT SIGN
- (FE) FIRE EXTINGUISHER
- X2 / X.X — EGRESS WIDTH PROVIDED (INCHES) / EGRESS LOAD CAPACITY (PERSONS)
- ROOM NAME / # — ROOM NAME / ROOM NUMBER
- # SF — ROOM AREA
- O.L. = # — OCCUPANCY LOAD

GENERAL SHEET NOTES

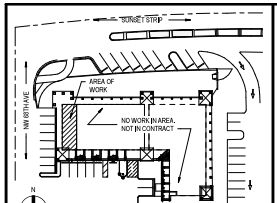
1. SEE SHEET A10 DOOR SCHEDULES
2. SEE SHEET G101 FOR CODE & LIFE SAFETY ANALYSIS
3. EQUIPMENT & COUNTER INSTALLATIONS ARE UNDER SEPARATE PERMIT UNLESS OTHERWISE NOTED, SEE THE FLOOR PLAN ON SHEET A1.0 FOR THE SCOPE OF WORK UNDER THIS PERMIT.
4. COORDINATE FIRE ALARM DEVICES & PANELS W/ ELECTRICAL DRAWINGS.
5. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY LIGHT LOCATIONS.
6. PENETRATIONS IN RATED PARTITIONS IN AREA OF WORK SHALL BE PROTECTED PER F.B.C.
7. SECTION 714, PENETRATIONS FOR CABLES, CABLE TRAYS, CONDUITS, PIPES, TUBES, COMBUSTION VENTS AND EXHAUST VENTS, WIRES, AND SIMILAR ITEMS TO ACCOMMODATE ELECTRICAL, MECHANICAL, PLUMBING, AND COMMUNICATIONS SYSTEMS THAT PASS THROUGH A WALL, FLOOR, OR FLOOR/CEILING ASSEMBLY CONSTRUCTED AS A FIRE BARRIER SHALL BE PROTECTED BY A FIRE STOP SYSTEM OR DEVICE AT NON-RATED WALLS.
8. FILL VOIDS BETWEEN TOP OF PARTITION TRACK AND UNDERSIDE OF DECK OR SLAB WITH INSULATION.
9. FULL HEIGHT INTERIOR WALLS AND PARTITIONS SHALL BE DESIGNED TO RESIST LATERAL LIVE LOAD OF NOT LESS THAN 5 POUNDS PER SQUARE FOOT WITH A DEFLECTION OF NOT LESS THAN L/240.
10. PROVIDE FIRE SEALANT OR FIRE SAFING AS REQUIRED BETWEEN THE TOP OF WALL AND UNDERSIDE OF STRUCTURE AT FIRE RATED PARTITION LOCATIONS.
11. PENETRATIONS IN SMOKE PARTITIONS IN AREA OF WORK SHALL BE PROTECTED PER FBC 716.6
12. SET GYPSUM WALL BOARD INTO CONTINUOUS BEAD OF ACOUSTICAL SEALANT ALONG FLANGES OF TOP AND BOTTOM TRACKS. TYP. AT PARTITIONS WITH SOUND ATTENUATION BATT INSULATION, PROVIDE CONTINUOUS FIRE CAULK AT UNDERSIDE OF FLOOR SLABS AT ALL FLOOR/WALL CONNECTION
13. PROVIDE ACOUSTICAL SEALANT AT ALL OPENINGS AND PENETRATIONS WITH SOUND ATTENUATION BATT INSULATION TO CREATE SOUND TIGHT CONSTRUCTION.
14. PROVIDE FIRE RETARDANT WOOD BLOCKING AS REQUIRED FOR THE ANCHORAGE OF FIXTURES AND ACCESSORIES.
15. REVIEW AND APPROVAL BY A/U SHALL NOT RELIEVE APPLICANT FROM RESPONSIBILITY OF COMPLIANCE WITH NFPA 11.14.4
16. COORDINATE FINAL EXIT SIGNS & EMERGENCY LIGHT LOCATIONS & QUANTITIES WITH OWNER & FIRE INSPECTOR, ADDITIONAL EXIT SIGNS & EMERGENCY LIGHTS MAY BE REQUIRED BY FIRE INSPECTOR @ FINAL INSPECTION.
17. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION, OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURER'S INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK. CONTRACTOR SHALL CONFIRM ALL EQUIPMENT DIMENSIONS, ELECTRICAL REQUIREMENTS AND UTILITY CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENT'S MAKE AND MODEL.
18. UNLESS OTHERWISE NOTED ALL OWNER PROVIDED ITEMS SHALL BE INSTALLED BY THE CONTRACTOR, THE INSTALLING CONTRACTOR OF ALL OWNER PROVIDED ITEMS SHALL PREPARE COORDINATION SHOP DRAWINGS TO CONFIRM INSTALLATION REQUIREMENTS PRIOR TO RECEIVING EQUIPMENT. INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR RECEIVING AND MOVING EQUIPMENT FROM DELIVERY LOCATION TO INSTALLATION SITE
19. DOORS SHALL BE ARRANGED TO BE OPENED READILY IN THE DIRECTION OF EGRESS WHENEVER THE BUILDING IS OCCUPIED. LOCKS, IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, A TOOL, OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EGRESS SIDE. ALL DOORS TO BE SINGLE ACTION RELEASE PER NFPA 101 - 7.2.1.5.
20. THIS BUILDING SHALL COMPLY WITH ALL REQUIREMENTS OF THE FLORIDA FIRE PREVENTION CODE (8TH EDITION)
21. FIRE ALARM SYSTEM SHALL BE PROVIDED THROUGHOUT, DESIGNED IN ACCORDANCE WITH NFPA 72 (2016 EDITION) COORDINATE FIRE ALARM DEVICES AND PANELS WITH ELECTRICAL DRAWINGS, CONTRACTORS SHALL SUBMIT FIRE ALARM SYSTEM SHOP DRAWINGS FOR REVIEW AND APPROVAL.
22. REFER TO MECHANICAL DRAWINGS FOR DUCT, SMOKE, & HEAT DETECTOR LOCATIONS (IF ANY).
23. EMERGENCY AND EXIT LIGHTS WITHIN AREA OF WORK SHALL COMPLY WITH NFPA 101-30.2.9 AND 38.2.9.1
24. DOORS SHALL COMPLY WITH FLORIDA ACCESSIBILITY CODE (8TH EDITION) SECTION 404.2.9, MINIMUM OPENING FORCE FOR INTERIOR HINGED, SLIDING OR FOLDING DOORS SHALL BE 5 LBS MAX. EXTERIOR HINGED DOORS SHALL BE DESIGNED SO THAT SUCH DOORS CAN BE PUSHED OR PULLED OPEN WITH A FORCE NOT EXCEEDING 8.5 LBS.
25. HARDWARE / LOCKSETS WITHIN AREA OF WORK SHALL BE ADA APPROVED LEVER TYPE AND EASY TO GRASP HANDLE AS PER FBC 1010.1.9.2 AND FBCA 404.2 AND MOUNTED AT LEAST 34" AND NOT MORE THAN 48" ABOVE THE FINISHED FLOOR.
26. CONTRACTOR TO UNDERCUT ALL WOOD DOORS (IF ANY) AS REQUIRED.
27. PROVIDE THRESHOLD HT. OF 1/4" (MAX) FOR VERTICAL CHANGE IN LEVEL AND 1/4" (MIN) TO 1/2" (MAX) FOR BEVELED CHANGE IN LEVEL IN ACCORDANCE WITH FAC 303
28. FIRE RATED DOORS SHALL BE SELF CLOSING.
29. DOORS WITH CLOSERS SHOULD TAKE A MINIMUM OF 5 SECONDS TO MOVE FROM OPEN POSITION OF 90° TO A POSITION OF 12° PER FAC 404.2.8.
30. DOORS WITHOUT WEATHERSTRIPPING SHALL BE PROVIDED WITH NEOPRENE SILENCERS ON STOPS TO PREVENT METAL TO METAL CONTACT.
31. G.C TO RE-USE ANY EXISTING FIRE EXTINGUISHERS AND SHALL ADD NEW FIRE EXTINGUISHERS AS REQUIRED, WHEN MOUNTING ADJACENT TO DOOR OPENING, MAINTAIN 12" CLEAR TO DOOR OPENING FOR ADA COMPLIANCE. REFER TO G101 FOR PREFERRED LOCATIONS - FINAL LOCATION, MOUNTING HEIGHT AND QUANTITY BY FIRE INSPECTOR. GC TO VERIFY MINIMUM ALL REQUIREMENTS FOR INSPECTION AND TAGGING. GC TO PROVIDE INSPECTION AND TAG IF NECESSARY.
32. NUMERICAL ADDRESS NUMBERS SHALL BE PROVIDED ON ALL EXTERIOR DOORS (IF NONE EXISTS) PER CITY ORDINANCE, NUMBERS SHALL BE WEATHERPROOF AND CONTRASTING 6" NUMBERS. IF THE ADDRESS IS TO BE PLACED ON A WINDOW THE NUMBERS SHALL BE "WHITE" IF THEY ARE TO BE ON A LIGHT COLORED BACKGROUND THEY SHALL BE "BLACK".
33. THE FORCE REQUIRED TO OPERATE THE DOOR SHALL NOT EXCEED 5LBS TO SET THE DOOR IN MOTION AND 15LBS TO CLOSE THE DOOR OR OPEN IT TO THE MINIMUM REQUIRED WIDTH AS PER FPCNFPA101 7.2.1.9.1.1
34. ALL CEILING TILES ARE NEW AND MUST BE INSTALLED PRIOR TO FIRE INSPECTION.
35. ALL ELECTRICAL OUTLETS MUST HAVE COVER PLATES.

TENANT SIGNAGE NOTES

PROVIDE TENANT SPACE SIGNAGE AS FOLLOWS:
1. "FIRE EXTINGUISHER INSIDE" AT THE MAIN ENTRY DOOR OR ROOMS CONTAINING FIRE EXTINGUISHERS.
2. STORAGE NOT PERMITTED" AT ELECTRICAL, MECHANICAL AND IT ROOM.
3. ADA RESTROOMS AND OTHER RESTROOMS
4. "FIRE ALARM PULL STATION INSIDE" (IF AND WHERE APPLICABLE)

LIFE SAFETY PLAN KEYNOTES (◇)

1	NEW TYPE 2A, CLASS 'A' WALL MOUNTED FIRE EXTINGUISHER



KEY PLAN

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REVISIONS:

SALTZ MICHELSON ARCHITECTS

3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

Project No. : SMA: 2024-116
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Drawn By : SF / ER
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Charles Michelson AR0009976

LIFE SAFETY PLAN

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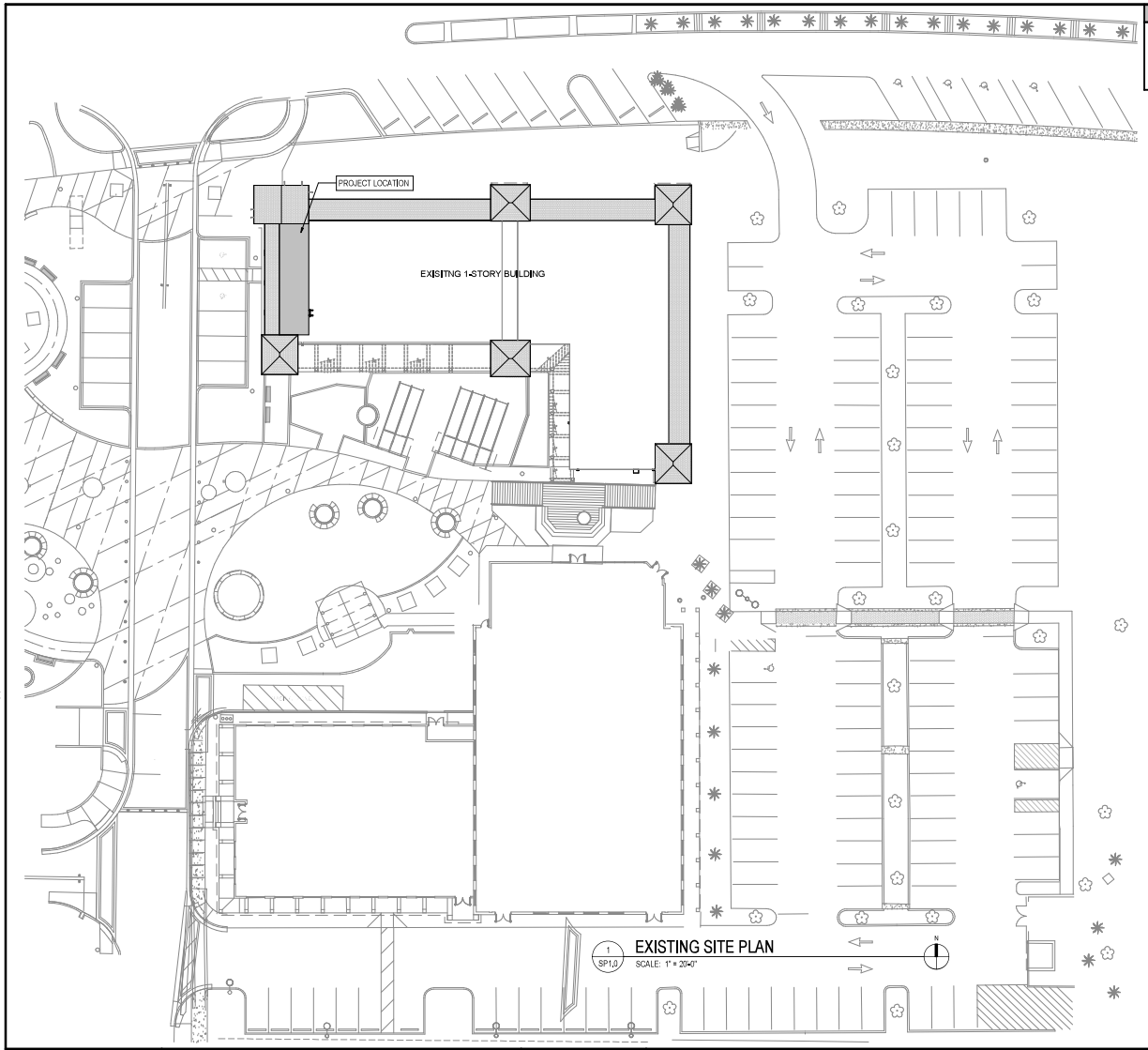
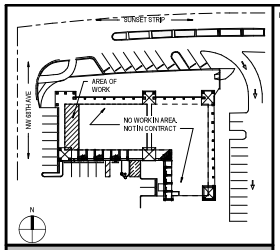


GENERAL SITE PLAN NOTES

1. BUILDING IS NOT EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.
2. ALL NEW EXTERIOR SIGNAGE SHALL COMPLY WITH CITY OF SUNRISE LAND DEVELOPMENT CODE.
3. ALL ROOFTOP MECHANICAL EQUIPMENT SHALL BE PROPERLY SCREENED FROM PUBLIC VIEW.
4. COORDINATE WITH CITY OF SUNRISE UTILITIES DEPARTMENT FOR WATER & SEWER SERVICE.
5. PER FBC 101.4.1, ELECTRICAL CONTRACTOR SHALL SUBMIT ELECTRICAL PERMIT APPLICATION TO BUILDING DEPARTMENT.
6. PER FBC-AOM 105.2.3, PERMIT DRAWINGS SHALL BE ROUTED TO ENVIRONMENTAL PROTECTION DEPARTMENT (EPD), AND WASTEWATER MANAGEMENT, FOR REVIEW & APPROVAL.
7. PER FBC-AOM 107.3, ALL STOREFRONT SYSTEM STEEL STRUCTURE SHALL REQUIRE SHOP DRAWING SUBMITTAL TO BUILDING DEPARTMENT.

OVERALL SITE PLAN IS EXISTING AND FOR REFERENCE ONLY.



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REVISIONS:

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3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
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EXISTING SITE PLAN

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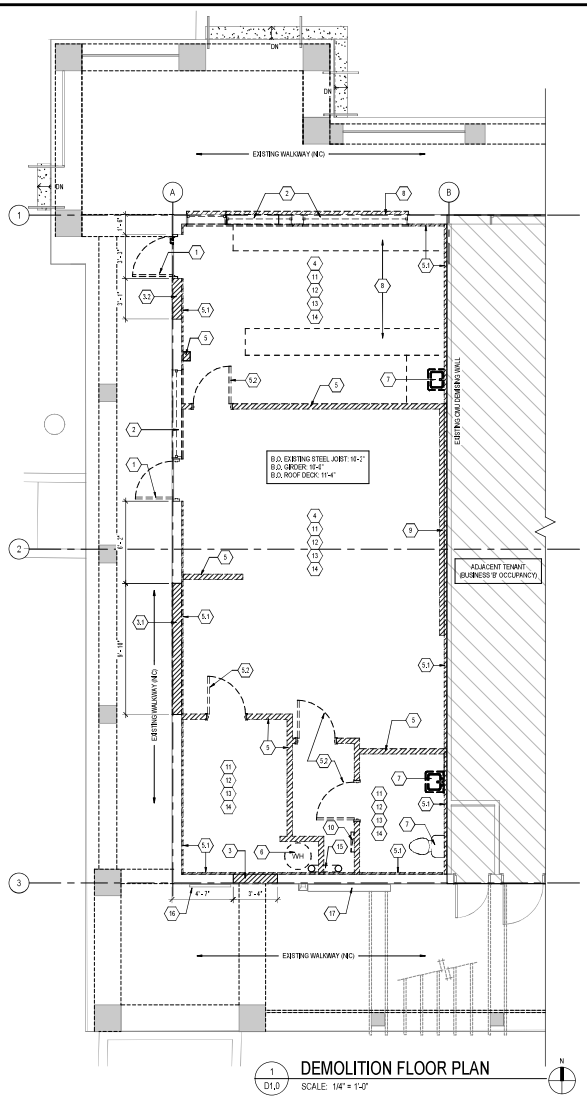


1 D1.0 DEMOLITION FLOOR PLAN
SCALE: 1/4" = 1'-0"

DEMOLITION PLAN SYMBOL LEGEND & GENERAL NOTES

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED

GENERAL DEMOLITION FLOOR PLAN NOTES

1. DEMOLITION PLAN SHOWS APPROXIMATE LAYOUT OF EXISTING BUILDING AND IS NOT INTENDED TO REPRESENT "AS-BUILT" CONDITIONS. VISIT SITE AND OTHERWISE BECOME FAMILIAR WITH ACTUAL CONDITIONS WHEN BIDDING THE WORK.
2. PRIOR TO ANY DEMOLITION WORK, CONTRACTOR MUST FIELD VERIFY ALL EXISTING MECHANICAL, PLUMBING AND ELECTRICAL WORK LOCATED IN THE DEMOLITION AREA WHICH AFFECTS THE ADJACENT TENANT SPACES. THE LANDLORD AND THE ADJACENT TENANTS MUST BE NOTIFIED PRIOR TO SHUTDOWN OF ANY SHARED MECHANICAL, PLUMBING AND ELECTRICAL SYSTEMS.
3. WALLS, AND OTHER ITEMS TO BE REMOVED ARE SHOWN DASHED. SERVICES WITHIN WALLS AND PARTITIONS SHALL ALSO BE REMOVED. EDGES OF WALLS SHOWN (IF ANY) TO REMAIN SHALL BE SAWCUT OR CLEANLY TOOTHED TO ACCEPT NEW CONSTRUCTION. REPAIR AND PATCH EXISTING WALLS SHOWN TO REMAIN WHERE INTERSECTING WALLS, ETC. ARE SHOWN TO BE REMOVED AND WHERE EXISTING CONSTRUCTION WILL NOW BE EXPOSED IN THE NEW CONSTRUCTION.
4. ANY INFILL OR REPLACEMENT WORK SHALL MATCH EXISTING CONDITIONS IN MATERIALS, CONSTRUCTION AND FINISH, UNLESS SPECIFICALLY NOTED ELSEWHERE IN THE CONSTRUCTION DOCUMENTS.
5. REMOVE ALL EXISTING OBSOLETE MISCELLANEOUS NON-LOADBEARING ITEMS IN THEIR ENTIRETY, UNLESS SPECIFICALLY SHOWN ELSEWHERE IN THE CONTRACT DOCUMENTS TO REMAIN. REPAIR AND PATCH ALL SURFACES TO REMAIN, WITH MATERIALS MATCHING EXISTING CONSTRUCTION.
6. EXISTING UTILITY LINES THAT ARE NOT BEING USED ARE TO BE REMOVED BACK TO THE EXISTING ORIGIN, AND CAPPED OFF FOR FUTURE USE AS REQUIRED.
7. COORDINATE WITH THE ARCHITECT ANY AND ALL EXISTING ITEMS TO BE REUSED
8. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR HAULING AND LEGALLY DISPOSING OF MATERIALS REMOVED IN DEMOLITION WORK.
9. THE PROCEDURES PROPOSED FOR THE ACCOMPLISHMENT OF SALVAGE AND DEMOLITION WORK SHALL BE SUBMITTED FOR REVIEW. THE PROCEDURES SHALL PROVIDE FOR SAFE CONDUCT OF THE WORK, CAREFUL REMOVAL AND DISPOSITION OF MATERIALS, PROTECTION OF PROPERTY, COORDINATION WITH WORK OF OTHERS IN PROGRESS, AND TIMELY DISCONNECTION OF UTILITY SERVICES. THE PROCEDURES SHALL INCLUDE A DETAILED DESCRIPTION OF METHODS AND EQUIPMENT TO BE USED FOR EACH OPERATION AND THE SEQUENCE OF OPERATION.
10. TITLE TO MATERIALS: TITLE TO ALL MATERIAL AND EQUIPMENT TO BE DEMOLISHED AND REMOVED EXCEPTING ITEMS INDICATED TO BE TURNED OVER TO MHS REP, IS VESTED IN THE CONTRACTOR AT START OF PROJECT. ALL PLUMBING FIXTURES, LIGHTING FIXTURES, A/C EQUIPMENT, APPLIANCES, TRAYS, SPECIALTY ITEMS, ETC, SHALL BE EVALUATED BY MHS REPRESENTATIVE AS TO THE STATUS OF THEIR REMOVAL. MHS WILL NOT BE RESPONSIBLE FOR THE CONDITIONS, LOSS OR DAMAGE OF SUCH PROPERTY AFTER NOTICE TO PROCEED.
11. THE CONTRACTOR SHALL VISIT THE SITE OF THE WORK AND EXAMINE THE PLANS AND IT WILL BE ASSUMED THAT THE CONTRACTOR HAS INVESTIGATED AND IS FULLY INFORMED OF THE CONDITIONS AND MATERIALS TO BE ENCOUNTERED AS TO CHARACTER, QUALITY AND QUANTITIES OF WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED AND AS TO THE REQUIREMENTS OF THE PLANS.
12. THE CONTRACTOR SHALL REMOVE ALL SPECIFIC ITEMS INDICATED ON THESE DRAWINGS AND ALSO REMOVE ANY OTHER ITEMS OR CONSTRUCTION AS REQUIRED TO ACCOMPLISH ALL NEW WORK TO AREAS SHOWN.
13. ALL DIMENSIONS SHOWN ARE TO BE VERIFIED IN THE FIELD AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
14. THE AMOUNT OF DUST RESULTING FROM DEMOLITION SHALL BE CONTROLLED TO PREVENT THE SPREAD OF DUST TO AVOID CREATION OF A NUISANCE IN THE SURROUNDING AREA. USE OF WATER WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING AND POLLUTION. THE USE OF WATER WILL BE PERMITTED FOR MISTING AND WET FLOOR MOPPING.
15. ALL EXISTING SURFACES SUCH AS WALLS, FLOORS, CEILINGS, BASES, ETC. THAT ARE AFFECTED BY THESE ALTERATIONS ARE TO HAVE NEW MATERIAL AND FINISH AS REQUIRED TO MATCH ALL ADJACENT EXISTING FINISHES
16. GENERAL CONTRACTOR SHALL DO ALL CUTTING AND PATCHING OF EXISTING CONCRETE SLABS, PARTITIONS, ETC... AS MAY BE REQUIRED FOR ALL TRADES TO ACCOMPLISH ALL WORK REQUIRED BY THESE CONTRACT DOCUMENTS. CONTRACTOR SHALL DO ALL PATCHING AND PROVIDE NEW FINISHES TO MATCH EXISTING SO AS TO MAKE THE "PATCHED AREA" INDISCERNIBLE FROM THE EXIST, ADJACENT AREA.
17. UTILITY SERVICES: MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN, KEEP IN SERVICE, AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
    A. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR IN-USE FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION.
18. PROTECTION: PROVIDE TEMPORARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT GENERAL PUBLIC FROM INJURY DUE TO SELECTIVE DEMOLITION WORK.
    A. PROVIDE PROTECTIVE MEASURES AS REQUIRED TO PROVIDE FREE AND SAFE PASSAGE OF OWNER'S PERSONAL AND GENERAL PUBLIC TO AND FROM OCCUPIED PORTIONS OF BUILDINGS.
19. THE CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY THE ARCHITECT AND THE OWNER IF UNABATED, FRIABLE ASBESTOS IS DISCOVERED IN THE EXECUTION OF THE WORK OR IF ASBESTOS IS ENCOUNTERED WHICH MAY BE DISTURBED BY DEMOLITION.
20. CONTRACTOR SHALL COORDINATE AND SUPERVISE HIS WORK AND WORK BY SUBCONTRACTORS.
21. THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED, REPRODUCED, OR CHANGED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ARCHITECT.
22. ALL MATERIALS AND WORK TO CONFORM TO LATEST GOVERNING BUILDING CODES AND REGULATIONS.
23. CONTRACTOR IS RESPONSIBLE FOR ONGOING CLEANUP AND REMOVAL OF ALL CONSTRUCTION DEBRIS.

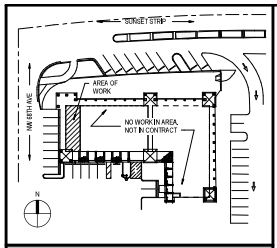
ASBESTOS MANAGEMENT NOTE

IN ORDER TO AVOID DISTURBANCE OF THE MATERIALS, THE ENVIRONMENTAL RESOURCE DEPARTMENT REVIEWS PLANS OF RENOVATION PROJECTS FOR POSSIBLE IMPACT ON THE EXISTING ASBESTOS MATERIALS. IF ANY POSSIBLE DISTURBANCE IS IDENTIFIED, THE CITY COORDINATES WITH CAPITAL IMPROVEMENT PROJECTS TO ASSIST AND REMOVE THE ASBESTOS WITH EPA LICENSED CONTRACTORS, INCORPORATING THE WORK INTO THE RENOVATION PROJECT'S SCHEDULE. SIMILAR COMMUNICATION AND COORDINATION IS MAINTAINED WITH THE MAINTENANCE DEPARTMENT, TO ASSIST WITH THEIR REPAIR ACTIVITIES.

WHEN ASBESTOS MATERIALS ARE SCHEDULED FOR REMOVAL, IN SUPPORT OF PROJECTS OR TO ENSURE MATERIAL SAFETY, THE DEPARTMENT PREPARES A DESIGN FOR AN ABATEMENT PROJECT TO BE EFFECTED BY A LICENSED ASBESTOS CONTRACTOR. THE PROJECTS IS THEN MONITORED AND ADMINISTERED BY THE DEPARTMENTS CONSTRUCTION MANAGEMENT SECTION, ITS ENVIRONMENTAL PROJECT INSPECTORS OVERSEE THE WORK AND ENSURE THAT THE CONTRACTORS FOLLOW ALL REGULATORY REQUIREMENTS AND MAINTAIN ALL SAFETY PROCEDURES DURING REMOVAL AND DISPOSAL OF THE MATERIALS.

DEMOLITION FLOOR PLAN KEYNOTES (⬡)

1	REMOVE EXISTING STOREFRONT DOOR, EXISTING OPENING TO BE MODIFIED. SEE A1.0 FOR NEW SCOPE
2	REMOVE EXISTING FIXED WINDOW & FRAME, EXISTING OPENING TO BE MODIFIED TO ACCOMODATE NEW (4'-9" x 6'-10") IMPACT RESISTANT WINDOW, B.O. WINDOW @ 24" AFF, SEE A1.0 & A8.0 FOR SCOPE AND DETAILS
3	PROVIDE DOOR CUTLIN TO ACCOMODATE NEW (3'-0" x 7'-0") SINGLE ENTRY EXIT DOOR, VERIFY EXISTING CONDITIONS, SEE A1.0 & A8.0 FOR DOOR TYPE AND SPECS.
3.1	PROVIDE WINDOW CUT-IN TO ACCOMODATE NEW (4'-9" x 6'-10") IMPACT RESISTANT FIXED WINDOW, B.O. WINDOW @ 24" AFF. VERIFY EXISTING CONDITIONS. SEE A1.0 & A8.0 FOR WINDOW TYPE AND SPECS.
3.2	REMOVE PORTION OF EXISTING CMU WALL TO ACCOMODATE NEW (9'-4") IMPACT RESISTANT STOREFRONT DOUBLE DOORS.
4	SAWCUT EXISTING SLAB AS NECESSARY TO INSTALL NEW SANITARY SYSTEMS. SEE PLUMBING DRAWINGS FOR ADDITIONAL DETAILS AND SCOPE.
5	REMOVE EXISTING GYP BD PARTITIONS DENOTED BY DASHED HATCHED LINES (TYP.).
5.1	REMOVE ALL EXISTING PERIMETER WALL FURRING THROUGHOUT (TYP)
5.2	REMOVE EXISTING DOOR & FRAME DENOTED BY DASHED LINES AND DISCARD (TYP)
6	REMOVE EXISTING WATER HEATER AND ALL ASSOCIATED PLUMBING. GC TO INSPECT CONDITION FOR POTENTIAL RE-USE.
7	REMOVE ALL EXISTING PLUMBING FIXTURES THROUGHOUT & DISCARD. CAP EXISTING SANITARY LINES. EXISTING WATER LINES TO BE PULLED BACK TO SOURCE.
8	REMOVE ALL MILLWORK. MILLWORK COUNTERS AND DISCARD
9	REMOVE EXISTING PLUMBING CHASE AND ALL ASSOCIATED PLUMBING LINES AND PIPING.
10	REMOVE EXISTING ELECT. PANEL. PULL WIRES BACK TO MAIN PANEL(S). SEE ELECT. DWGS FOR ADDITIONAL DETAILS & SCOPE.
11	REMOVE ALL EXISTING MECHANICAL DUCTWORK, DIFFUSERS, ETC.
12	REMOVE ALL ABANDONED CONDUCTS & WIRING IN CEILING.
13	REMOVE ALL EXISTING CEILING TILES, CEILING GRID, GYP BD CEILING, EMERGENCY FIXTURES, & FIRE ALARM DEVICES, EGRESS FIXTURES TO REMAIN UNTIL NEW FIXTURES ARE INSTALLED
14	REMOVE ALL FLOOR & BASE FINISHES THROUGHOUT. PREP FLOOR TO RECEIVE NEW FINISHES.
15	GC TO VIF ROUTE OF EXISTING PLUMBING SANITARY LINE & CONFIRM FEASIBILITY OF REMOVAL. REMOVE PLUMBING IF FEASIBLE
16	EXISTING BACKFLOW PREVENTER TO BE PROTECTED IN PLACE
17	EXISTING ELECTRICAL METERS TO BE PROTECTED IN PLACE



KEY PLAN

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3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
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DEMOLITION FLOOR PLAN

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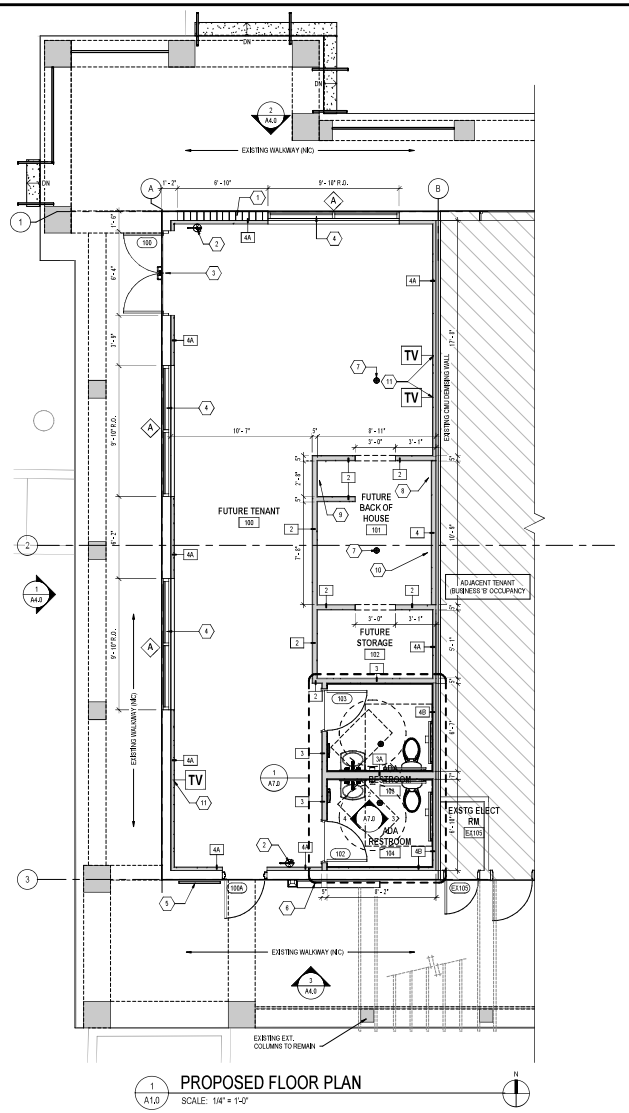


1 A1.0 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

FLOOR PLAN LEGEND, SYMBOLS & SHEET NOTES

EXISTING WALL
NEW GYPSUM BOARD WALL SYSTEM
FIRE EXTINGUISHER
ROOM NAME 101 — ROOM NAME & NUMBER
WALL TYPE
WINDOW TYPE
101 — DOOR NUMBER

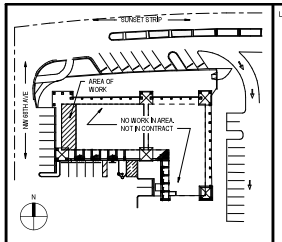
NOTE: REFER TO PARTITION TAGS ON PLANS (A1.0) AND PARTITION TYPE DETAILS (A5.0)

GENERAL FLOOR PLAN NOTES

1. THIS BUILDING IS NON-SPRINKLERED.
2. ALL INTERIOR DIMENSIONS ARE TO FACE OF DRYWALL, EXTERIOR DIMENSIONS ARE TO FACE OF CMU.
3. CONTRACTOR MUST FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ALL QUESTIONS, CONCERNS, AND/OR DISCREPANCIES SHALL BE SUBMITTED AS PRE-BID RFI'S FOR CLARIFICATION BY THE ARCHITECT, OTHERWISE, IT WILL BE ASSUMED THAT THE CONTRACTOR HAS INCLUDED ALL NECESSARY LABOR, MATERIAL, AND SYSTEMS IN HIS BID TO COMPLETE THE WORK AS INTENDED AT NO ADDITIONAL COST TO THE OWNER.
4. PROVIDE SHELL BUILDING STANDARD INSULATION AT EXTERIOR WALLS
5. PROVIDE ONE (1) FIRE EXTINGUISHER FOR EACH 3,000 SF OF FLOOR AREA LOCATIONS WHERE REQUIRED BY FIRE MARSHAL.
6. FURR OUT AT MASONRY WALL AS REQUIRED FOR BUILDING SANITARY LINES AND R.W.L.
7. ALL FINISHES SHALL COMPLY WITH NFPA 101-30.3.3, 8th EDITION (2023).
8. CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION OF ALL PARTITIONS, CEILING GRID AND TILE, ELECTRICAL, LOW VOLTAGE WIRING, ETC. AS INDICATED IN THESE PLANS AND AS REQUIRED FOR THE SCOPE OF WORK.
9. CONTRACTOR TO INCLUDE ALL GENERAL CONDITIONS IN BID, INCLUDING DUMPSTERS, CARTING/HAULING OF DEBRIS, SUPERVISION, ETC. CONTRACTOR SHALL LEAVE PREMISES IN BROOM SWEPT CONDITION.
10. ELECTRICAL CONTRACTOR TO DISCONNECT ALL ELECTRICAL OUTLET, LIGHT FIXTURE, & EQUIPMENT PRIOR TO DEMOLITION OF PARTITIONS AND CEILING GRID.
11. PATCH, REPAIR, & SKIM GYPSUM WALL PARTITIONS AS NECESSARY.
12. SEE SHEET A9.0 FOR WINDOW & DOOR SCHEDULES
13. SEE SHEET G101 FOR LIFE SAFETY ANALYSIS
14. THE CONTRACTOR SHALL COMPLY WITH NFPA 101 (2021 EDITION) FOR CONSTRUCTION, REPAIR AND IMPROVEMENTS
15. SEE DETAIL 8, SHEET A11.0 FOR SLAB REPAIR & TERMITE TREATMENT NOTES
16. COORDINATE FIRE ALARM DEVICES & PANELS W/ELECTRICAL DRAWINGS.
17. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL RECEPTACLE DETAILS & ADDITIONAL INFORMATION
18. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY LIGHT LOCATIONS.
19. REFER TO MECHANICAL DRAWINGS FOR DUCT, SMOKE & HEAT DETECTOR LOCATIONS (IF ANY).
20. ALL PENETRATIONS IN RATED PARTITIONS SHALL BE PROTECTED PER FLORIDA BUILDING CODE 2023 EDITION, SECTION 714. PENETRATIONS FOR CABLES, CABLE TRAYS, CONDUITS, PIPES, TUBES, COMBUSTION VENTS AND EXHAUST VENTS, WIRES, AND SIMILAR ITEMS TO ACCOMMODATE ELECTRICAL, MECHANICAL, PLUMBING, AND COMMUNICATIONS SYSTEMS THAT PASS THROUGH A WALL, FLOOR, OR FLOOR/CEILING ASSEMBLY CONSTRUCTED AS A FIRE BARRIER SHALL BE PROTECTED BY A FIRE STOP SYSTEM OR DEVICE AT RATED WALLS, FILL ALL VOIDS BETWEEN TOP OF PARTITION TRACK AND UNDERSIDE OF DECK OR SLAB WITH INSULATION
21. PROVIDE FIRE SEALANT OR FIRE SAFING AS REQUIRED BETWEEN THE TOP OF WALL AND UNDERSIDE OF STRUCTURE AT FIRE RATED PARTITION LOCATIONS (IF ANY). PROVIDE CONTINUOUS FIRE CAULK AT UNDERSIDE OF FLOOR SLABS AT ALL FLOOR/WALL CONNECTION.
22. FULL HEIGHT INTERIOR WALLS AND PARTITIONS SHALL BE DESIGNED TO RESIST LATERAL LIVE LOAD OF NOT LESS THAN 5 POUNDS PER SQUARE FOOT WITH A DEFLECTION OF NOT LESS THAN L/240.
23. GC SHALL VERIFY CONDITION OF EXPOSED SURFACES AND PREPARE THEM TO RECEIVE FINISHES.
24. USE MOISTURE RESISTANT GYP BD AT ALL WET WALLS AND WITHIN 2' OF PLUMBING FIXTURES PER FBC 1210.2.2
25. SET GYPSUM WALL BOARD INTO CONTINUOUS BEAD OF ACOUSTICAL SEALANT ALONG FLANGES OF TOP AND BOTTOM TRACKS, TYP. AT PARTITIONS WITH SOUND ATTENUATION BATT INSULATION.
26. PROVIDE ACOUSTICAL SEALANT AT ALL OPENINGS AND PENETRATIONS WITH SOUND ATTENUATION BATT INSULATION TO CREATE SOUND TIGHT CONSTRUCTION.
27. PROVIDE FIRE RETARDANT TREATED WOOD FOR CONCEALED BLOCKING AS REQUIRED FOR THE ANCHORAGE OF FIXTURES AND ACCESSORIES, AND FOR EXPOSED LUMBER & PLYWOOD IN HABITABLE SPACES.
    LUMBER: AWPA C20/B3
    PLYWOOD: AWPA C27-07
28. FIRE RATINGS DETERMINED BY U.L., FIRE RESISTANCE DIRECTORY. SEE WALL TYPES AND DETAILS FOR U.L. ASSEMBLY INFORMATION (IF ANY).
29. ALL FIRE RATED WALLS (IF ANY) SHALL HAVE 4" HIGH LETTERING 1/2" STROKE IN BRIGHT RED (GLOSS ENAMEL) ON EACH WALL PLANE LOCATED 12" BELOW LOWEST POINT OF ROOF DECK OR AS OTHERWISE DIRECTED AND AT 15'-0" ON CENTER READING AS FOLLOWS: "1" FIRE RATED FIRE AND SMOKE BARRIER - PROTECT ALL OPENINGS. THE "1" SHALL BE SUPPLANTED WITH THE FIRE RESISTIVE TIME RATING OF THE WALL.
30. GENERAL CONTRACTOR SHALL VERIFY FIREWALLS AND REPAIR AS NEEDED, PROVIDING RESPECTIVE U.L. LISTED FIRE SEPARATION ASSEMBLY
31. REVIEW AND APPROVAL BY A/U SHALL NOT RELIEVE APPLICANT FROM RESPONSIBILITY OF COMPLIANCE WITH NFPA 1, 11, 14, 3
32. COORDINATE FINAL EXIT SIGNS & EMERGENCY LIGHT LOCATIONS & QUANTITIES WITH OWNER & FIRE INSPECTOR. ADDITIONAL EXIT SIGNS MAY BE REQUIRED BY FIRE INSPECTOR
33. TYPE 2a-10bc FIRE EXTINGUISHER SHALL BE INSTALLED & TAGGED @ +48" A.F.F., REFER TO SHEET G101 FOR LOCATIONS & QUANTITIES
34. ALL UTILITIES IN "OPEN CEILING AREAS" SHALL BE INSTALLED TIGHT TO STRUCTURE & PROVIDING CLEAR ACCESS TO ALL VALVES & CONTROL BOXES PER CODE REQUIREMENTS.
35. CONTRACTOR SHALL CONFIRM ALL EQUIPMENT DIMENSIONS, ELECTRICAL REQUIREMENTS AND UTILITY CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENTS MAKE AND MODEL.
36. PER FBC 1010.1.4.1 & EXCA. THRESHOLDS AT EXTERIOR DOORWAYS SHALL NOT EXCEED 1/2" (12.7 MM) ABOVE THE FINISHED FLOOR, CHANGES IN FLOOR LEVEL BETWEEN 1/4" INCH HIGH MINIMUM AND 1/2" HIGH MAXIMUM SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.)
37. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION, OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURER'S INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK. CONTRACTOR SHALL CONFIRM ALL EQUIPMENT DIMENSIONS, ELECTRICAL REQUIREMENTS AND UTILITY CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENTS MAKE AND MODEL.
38. PROVIDE LOCKABLE COVERS @ ALL THERMOSTATS
39. ALL SWITCHES, OUTLETS, & COVER PLATES SHALL BE WHITE (NOT IVORY). REFER TO ENGINEERING DRAWINGS FOR LOCATIONS.
40. SALES & SERVICE COUNTERS: FBC ACCESSIBILITY 9.A.4 - IN MISCELLANEOUS RETAIL STORES AND WHERE ALL AREAS ARE USED FOR BUSINESS TRANSACTIONS WHERE COUNTERS ARE PROVIDED FOR SALES OR SERVICES TO THE PUBLIC, AT LEAST ONE OF EACH TYPE SHALL HAVE A PORTION OF THE COUNTER WHICH IS AT LEAST 30" IN LENGTH WITH A MAXIMUM HEIGHT OF 34" ABOVE THE FINISHED FLOOR.
41. PER FBC 2406.4.1, GLAZING IN DOORS SHALL BE CAT II SAFETY GLAZING.
42. PER FBC 2406.4.2, GLAZING WITHIN 24" OF DOORS SHALL BE CAT II SAFETY GLAZING.
43. PER FBC 2406.4.3, GLAZING WHERE THE BOTTOM EDGE IS LESS THAN 18" A.F.F., SHALL BE CAT II SAFETY GLAZING

FLOOR PLAN KEYNOTES (◇)

1	INFILL EXISTING OPENING TO MATCH ADJACENT EXISTING CONSTRUCTION. SEE STRUCTURAL DWGS FOR ADDITIONAL INFO
2	NEW WALL MOUNTED FIRE EXTINGUISHER, SEE G101 FOR REQUIRED QUANTITY CALCULATIONS
3	MODIFIED STOREFRONT TO ACCOMMODATE NEW IMPACT RESISTANT IMPACT RESISTANT DOUBLE DOORS.
4	NEW IMPACT RESISTANT STOREFRONT WINDOW. SEE WINDOW SCHEDULE, SHEET A9.0, FOR DETAILS
5	EXISTING BACKFLOW PREVENTER TO BE PROTECTED IN PLACE
6	EXISTING ELECTRICAL METERS TO BE PROTECTED IN PLACE
7	NEW FLOOR DRAIN. SLOPE FLOOR SLAB TO DRAIN (TYP). SEE PLUMBING DRAWINGS FOR ADDITIONAL DETAILS
8	PROVIDE PLUMBING FOR FUTURE HAND SINK. SEE PLUMBING DRAWINGS FOR DETAILS
9	PROVIDE PLUMBING FOR FUTURE HOP SINK. SEE PLUMBING DRAWINGS FOR DETAILS
10	PROVIDE PLUMBING FOR FUTURE 2-COMPARTMENT SINK. SEE PLUMBING DRAWINGS FOR DETAILS
11	PROVIDE WALL BACKING/SUPPORT FOR WALL MOUNTED TELEVISION. RECEPTACLES TO BE INSTALLED @ 84" AFF



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SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

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PROPOSED FLOOR PLAN

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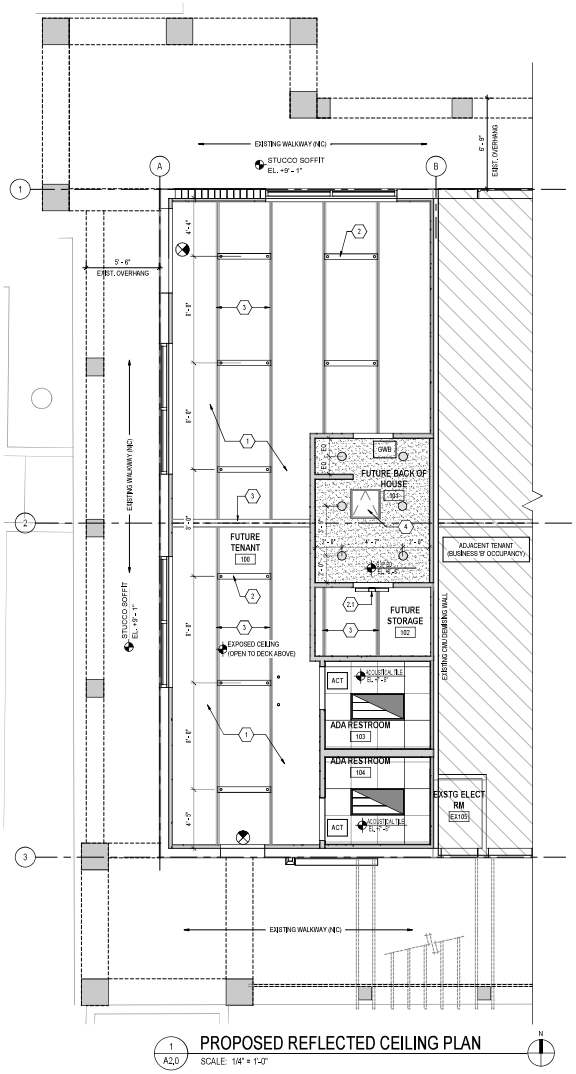
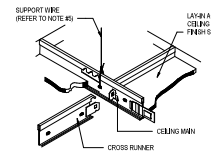


1 A2.0 PROPOSED REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"



ACOUSTICAL CEILINGS (ROOM RATED)

1. SEE ARCHITECTURAL DRAWINGS FOR EXTENT OF WORK, DETAILS AND SPECIFICATIONS.
2. THE ACOUSTICAL CEILINGS SHALL BE INSTALLED COMPLETE WITH SUSPENDED EXPOSED 'T' GRID AND LAY-IN CEILING TILES.
3. INSTALL SUSPENSION SYSTEMS IN ACCORDANCE WITH MANUFACTURES PRINTED INSTRUCTIONS, AND TO COMPLY WITH ASTI C635, MEDIUM DUTY SYSTEM.
4. COORDINATE INSTALLATION WITH ELECTRICAL AND MECHANICAL WORK.
5. SUSPENSION SYSTEM: PROVIDE HUNG SUSPENSION SYSTEM, GRILLAGE SHALL CONSIST OF MAIN RUNNERS, CROSS RUNNERS AND STABILIZER BARS AS REQUIRED. HANGER WIRES SHALL BE NOT LESS THAN 12 GAUGE GALVANIZED SOFT ANNEALED MILD STEEL WIRE. WIRES SHALL BE WRAPPED AT LEAST 4½ COMPLETE TURNS AROUND SUPPORTS. WIRE SPACING TO BE AT OF 48" O.C. ALONG MAIN RUNNERS (PROVIDE 12 GAUGE WIRE SUPPORTS SPLAYED IN FOUR DIRECTIONS FOR DIAGONAL BRACING, MAINTAIN AN ANGLE OF 45° ON STEEPER & 6" MIN. CLEAR TO ALL HORIZONTAL PIPING OR DUCTWORK, ONLY IN SCHEMATIC ZONES - NOTE: ALL LIGHT FIXTURES TO BE SCREWED DOWN TO GRID (PROVIDE MINIMUM OF TWO WIRES AT EACH FIXTURE CADDY CORNER)
6. MOLDINGS: PROVIDE MANUFACTURES STANDARD'S' SHAPED MOLDINGS TOP MATCH T' - MINIMUM LENGTH OF 18".
7. CONTRACTOR SHALL FIELD CHECK THE PREMISES AND VERIFY ALL CLEARANCES AS REQUIRED FOR ALL LIGHTING FIXTURES BEFORE PROCEEDING WITH ANY INSTALLATION REPORT ANY DISCREPANCIES TO THE ARCHITECT.
8. ALL FUTURE TRIM (LIGHTING, SPEAKERS, HVAC GRILLES, ETC.) SHALL BE METAL AND PAINTED TO MATCH ADJACENT FINISH. PLASTIC TRIM IS NOT ACCEPTABLE UNLESS APPROVED BY ARCHITECT.
9. LEVEL CEILING TO WITHIN 1/8" IN 12-0" IN ANY DIRECTION. LEVEL WITH HANGER WIRE TAUGHT AND PLUMB, WITHOUT RINKING OR BENDING HANGER WIRES, CEILING HEIGHT SHALL MATCH EXISTING U.O.N
10. PROVIDE 5% ATTIC STOCK OF ACOUSTICAL TILE MATERIAL USED.
11. SUBMIT ONE FULL SAMPLE OF ACOUSTICAL MATERIAL AND ONE OF EACH TYPE SUSPENSION MEMBER, MOLDING AND HANGER FOR REVIEW BY ARCHITECT.

CEILING PLAN LEGEND & SHEET NOTES

(REFER TO ELECTRICAL DWGS FOR LIGHTING SPECIFICATIONS AND ADDITIONAL INFORMATION)

FIXTURE LEGEND

- 2' x 4' EMERGENCY LED LIGHT FIXTURE
- 6" LED DOWNLIGHT FIXTURE
- 4' LINEAR LED LIGHT FIXTURE, B.O. FIXTURE @6'-8" AFF
- WALL MOUNTED LINEAR LED LIGHT FIXTURE
- EXIT SIGN
- EXHAUST FAN. SEE MECH DWGS FOR ADDITIONAL INFORMATION

CEILING TYPES LEGEND

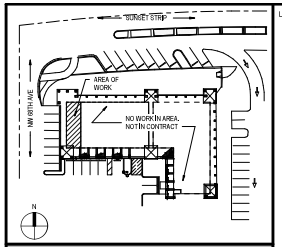
- ACT — ACOUSTICAL CEILING TILE: 2' x 2' LAY-IN TEGULAR ACOUSTICAL CEILING TILE W/ 15/16" GRID
- GWB — GYPSUM BOARD CEILING: 5/8" GYPSUM BOARD FASTENED TO 3-5/8" 25 GA MTL STUDS @ 24" O.C.

GENERAL REFLECTED CEILING PLAN NOTES

1. SEE FINISH SCHEDULE ON SHEET A0.0 FOR FINISH SPECIFICATIONS
2. COORDINATE FIRE ALARM DEVICES W/ ELECTRICAL DRAWINGS.
3. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY LIGHT LOCATIONS AND LIGHTING SCHEDULE/ SPECIFICATIONS
4. REFER TO MECHANICAL DRAWINGS FOR LOCATION OF AIR GRILLES, FANS, ETC
5. ALL CEILINGS, LIGHT FIXTURES, SOFFITS, ETC. INDICATED ARE NEW UNLESS OTHERWISE NOTED
6. ALL CEILING CONFLICTS SHALL BE FIELD COORDINATED BETWEEN CEILING MOUNTED LIGHTS, AND HVAC EQUIPMENT, ETC
7. CONTRACTOR SHALL INSPECT THE INTEGRITY OF THE EXISTING SMOKE AND/ OR FIRE-RATED PARTITIONS THAT ARE TO REMAIN. ALL OPENINGS SHALL BE SEALED TO MAINTAIN RATING OF THE BARRIER
8. ALL SMOKE AND FIRE WALLS SHALL BE SO NOTED ABOVE THE CEILING IN RED PAINTED STENCILED LETTERS CLEARLY VISIBLE.
9. CONTRACTOR SHALL ALSO RELOCATE ANY EXISTING ELEMENTS THAT INTERFERE WITH INSTALLATION OF NEW DUCTWORK. COORDINATE WITH MECHANICAL CONTRACTOR TO MAINTAIN CIRCUIT CONTINUITY
10. CONTRACTOR TO VERIFY IN FIELD THAT SCHEDULED CEILING HEIGHTS WILL ACCOMMODATE AE EQUIPMENT AND DUCTWORK AS INTENDED LOCATIONS PRIOR TO INSTALLATION, NOTIFY ARCHITECT IMMEDIATELY IF CEILING HEIGHTS NEED TO BE ADJUSTED
11. CONTRACTOR TO COORDINATE WITH OWNER ALL EQUIPMENT AND FIXTURES TO BE REMOVED
12. REVIEW AND APPROVAL BY AHJ SHALL NOT RELIEVE APPLICANT FROM RESPONSIBILITY OF COMPLIANCE WITH NFPA 11, 14.4
13. COORDINATE FINAL EXIT SIGNS & EMERGENCY LIGHT LOCATIONS & QUANTITIES WITH OWNER & FIRE INSPECTOR, ADDITIONAL EXIT SIGNS MAY BE REQUIRED BY FIRE INSPECTOR.
14. ALL SWITCHES, OUTLETS, & COVER PLATES SHALL BE WHITE (NO IVORY)
15. PROVIDE PAINTED, FLUSH ACCESS PANELS AS REQUIRED FOR ACCESS TO VALVES AND/OR EQUIPMENT AS REQUIRED BY CODE
16. PAINT ALL GYP BD SOFFITS, AND THE BOTTOM AND BACK SIDES OF ALL GYP BD HEADERS
17. ALL OPEN CEILING TO DECK CONDITIONS SHALL BE PAINTED, UNLESS OTHERWISE NOTED

CEILING PLAN KEYNOTES (◯)

1	ALL EXPOSED STRUCTURE, DECK & CONDUITS TO BE PAINTED BLACK (TYP.), GC TO VERIFY THAT ALL "UL" RATINGS ARE MAINTAINED
2	NEW LINEAR LED LIGHT FIXTURES IN OPEN AREA TO BE SUSPENDED FROM EXISTING JOISTS (TYP.) GC TO VIF LOCATIONS OF EXISTING JOISTS, B.O. FIXTURES @ 6'-8" AFF
2.1	NEW WALL MOUNTED LINEAR LED LIGHT FIXTURE, CENTERED IN OPENING,
3	EXISTING STRUCTURAL JOISTS AND/OR GIRDER TO REMAIN, GC TO VIF LOCATIONS
4	PROVIDE 24" x 24" CEILING ACCESS PANEL



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SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
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REFLECTED CEILING PLAN

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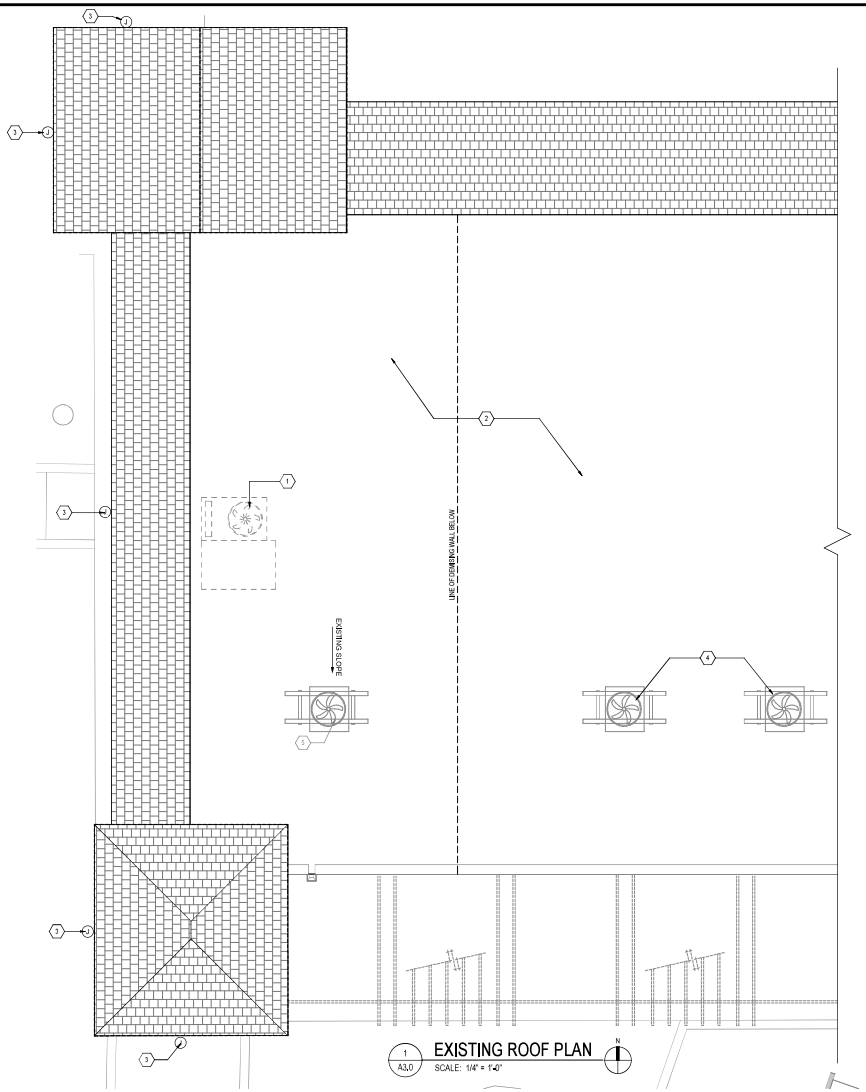
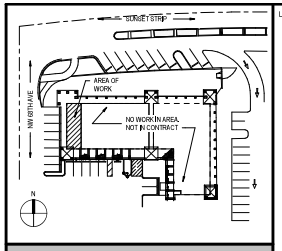


GENERAL ROOF PLAN NOTES

1. PER FBC 1525, ROOFING PERMIT APPLICATION SHALL BE SUBMITTED TO BUILDING DEPARTMENT (IF APPLICABLE).
2. PER FBC TABLE 1505.1, MINIMUM ROOF COVERING CLASSIFICATION SHALL BE CLASS C ROOF ASSEMBLY (TYPE III)
3. CONTRACTOR SHALL BECOME FAMILIAR WITH AND VERIFY THE CONDITIONS, DIMENSIONS, AND LOCATIONS OF ALL ROOF AREAS INCLUDING ROOF TOP EQUIPMENT, FLASHING, PIPE LINES, CONDUIT, PIPE SUPPORTS, ETC., BEFORE SUBMITTING A BID OR COMMENCING WORK.
4. FLASH & SEAL THE PERIMETER OF ALL SCUPPERS & EMERGENCY OVERFLOW SCUPPERS, ALL ROOF TOP EQUIPMENT, PENETRATIONS, AND OTHER APPURTENANCES IN ACCORDANCE WITH THE CONSTRUCTION DETAILS SHOWN ON CONTRACT DRAWINGS, APPROVED SHOP DRAWINGS AND AS REQUIRED BY THE ROOF MEMBRANE MANUFACTURER.
5. PROVIDE 42" HIGH SAFEGUARD RAILING AS REQUIRED FOR ANY ROOF MOUNTED EQUIPMENT LOCATED WITHIN 10' - 0" OF ROOF EDGES TO COMPLY WITH F.B.C. 1013.3 & F.B.C. MECHANICAL 304.11.
6. ALL NEW ROOF MOUNTED EQUIPMENT SHALL BE MOUNTED ON CURBS, U.O.N.
7. STRUCTURAL ATTACHMENT OF ANY WOOD NAILERS MUST BE ENGINEERED TO MEET THE FLORIDA BUILDING CODE.
8. VERIFY ALL DIMENSIONS, DETAILS, AND UNIT ORIENTATION W/ MECHANICAL CONTRACTOR PRIOR TO FABRICATION.
9. ALL AREAS MUST MEET SLOPE REQUIREMENTS FOR DRAINAGE.
10. NEW ROOF SYSTEMS SHALL COMPLY WITH FLORIDA BUILDING CODE AND ALL OTHER APPLICABLE CODES
11. EXISTING ROOF SLOPES ARE EXISTING TO REMAIN.
12. TAPER ALL CURBS TO PROVIDE LEVEL MOUNTING SURFACE FOR ROOF TOP A/C UNITS
13. ALL NEW ROOF MEMBRANE AND ASSEMBLIES SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS & RECOMMENDATIONS
14. ALL NEW BUILDING ENVELOPE FLASHING AND SHEET METAL FLASHINGS SHALL BE INSTALLED AS PER SMACNA ARCHITECTURAL SHEET METAL MANUAL.
15. GENERAL CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL SYSTEMS AND / OR ITEMS INDICATED AND / OR REQUIRED. THE ARCHITECT AND/OR ENGINEER OF RECORD MUST REVIEW AND STAMP SHOP DRAWINGS PRIOR TO CONTRACTOR'S SUBMITTAL TO THE BUILDING DEPARTMENT FOR APPROVAL.

ROOF PLAN KEYNOTES (◯)

1	REMOVE EXISTING ROOF TOP UNIT, EXISTING ROOF CURB TO REMAIN, GC TO CAP EXISTING ROOF CURB.
2	EXISTING ROOF & ROOF SYSTEM TO REMAIN, PATCH AND/ OR FLASH ANY NEW PENETRATIONS AS NECESSARY TO MATCH EXISTING ROOF SYSTEM
3	EXISTING SIGNAGE JUNCTION BOX TO REMAIN
4	EXISTING ROOF TOP UNITS AND ROOF STANDS TO REMAIN (NIC)
5	NEW CONDENSING UNIT MOUNTED ON NEW 24"H ALUMINUM CONDENSER STAND. CONDENSER STAND TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION



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SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
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ROOF PLAN

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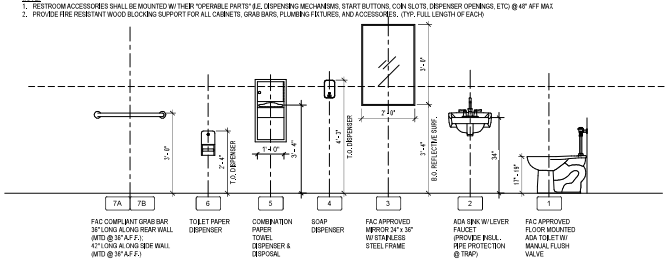
NOTE:
1. RESTROOM ACCESSORIES SHALL BE MOUNTED W/ THEIR "OPERABLE PARTS" (I.E. DISPENSING MECHANISMS, START BUTTONS, COIN SLOTS, DISPENSER OPENINGS, ETC.) @ 48" AFF MAX.
2. PROVIDE FIRE RESISTANT WOOD BLOCKING SUPPORT FOR ALL CABINETS, GRAB BARS, PLUMBING FIXTURES, AND ACCESSORIES., (TYP. FULL LENGTH OF EACH)



ACCESSORY MOUNTING HEIGHTS

FIXTURE & ACCESSORY SCHEDULE

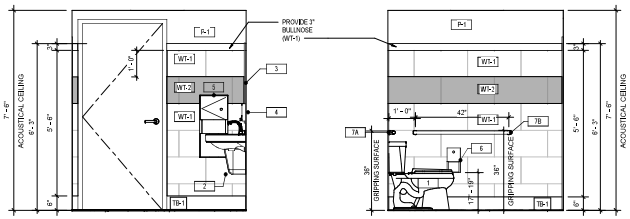
MARK	DESCRIPTION	MANUFACTURER	MODEL	COMMENTS
1	ADA COMPLIANT FLOOR MOUNTED TANK TYPE TOILET (WHITE) W/ TOILET SEAT	AMERICAN STANDARD	CADET	PROVIDE TOILET SEAT (OLSONITE #95)
2	ADA COMPLIANT WALL MOUNTED SINK	AMERICAN STANDARD	DECORUM #0124.444EC.020	PROVIDE FAUCET (AMERICAN STANDARD BECOLOW#7429201.002); PROVIDE WALL BLOCKING BACKING AS REQUIRED
3	24" x 36" MIRROR W/ STAINLESS STEEL FRAME	BOBRICK	B-165 2436	NO EXPOSED FASTENERS
4	SOAP DISPENSER	BOBRICK	B-2111	SURFACE MOUNT @ ADA HEIGHT (SEE ACCESSORY MOUNTING HEIGHTS, THIS SHEET)
5	COMBINATION PAPER TOWEL DISPENSER/ WASTE RECEPTACLE, (RECESSED MOUNTED)	BOBRICK	B-4369	MOUNT @ ADA HEIGHT (SEE ACCESSORY MOUNTING HEIGHTS, THIS SHEET)
6	TOILET TISSUE DISPENSER - 2 ROLL	BOBRICK	B-2888	SURFACE MOUNT @ ADA HEIGHT (SEE ACCESSORY MOUNTING HEIGHTS, THIS SHEET)
7A	36" x 1-1/2" DIA., S.S. GRAB BAR (CONCEALED MOUNTING)	BOBRICK	B-8806-36	MOUNT @ 36" AFF TO TOP, ALONG REAR WALL (PROVIDE WOOD BLOCKING BACKING AS REQUIRED)
7B	42" x 1-1/2" DIA., S.S. GRAB BAR (CONCEALED MOUNTING)	BOBRICK	B-8806-42	MOUNT @ 36" AFF TO TOP, ALONG SIDE WALL (PROVIDE WOOD BLOCKING BACKING AS REQUIRED)

GENERAL NOTES

1. ALL DIMENSIONS ON THIS SHEET ARE FROM FACE OF GYPSUM BOARD.
2. REFER TO SHEET A5.0 FOR DOOR SCHEDULE.
3. REFER TO SHEET A12.0 FOR FINISH SPECIFICATIONS & LEGEND
4. REFER TO MOUNTING HEIGHTS, THIS SHEET, FOR ALL TOILET ACCESSORIES.
5. ALL WALL MOUNTED SINKS AND LAVATORIES SHALL BE MOUNTED TO ALLOW 5'-7" MINIMUM BETWEEN THE CENTERLINE OF THE SINK AND THE FACE OF THE ADJACENT WALL, FIXED EQUIPMENT, CASEWORK, ETC.
6. ADA ACCESSIBLE WATER CLOSET SHALL BE MOUNTED SO THAT THERE IS EXACTLY 1'-6" BETWEEN FACE OF THE CLOSET, ADJACENT SIDE WALL OR TOILET PARTITION AND THE CENTERLINE OF THE WATER CLOSET. (SEE INTERIOR ELEVATIONS). THE FLUSH VALVE FOR THE HANDICAP ACCESSIBLE WATER CLOSET SHALL BE MOUNTED ON THE OPEN-MOST SIDE OF THE WATER CLOSET AT 44" MAXIMUM A.F.F. TO THE TOP.
7. ALL RESTROOM FIXTURES AND FINISHES, INCLUSIVE OF FLOORS AND WALLS, SHALL BE SUPPLIED & INSTALLED BY CONTRACTOR.
8. VERIFY THAT CARRIERS TO BE USED FOR ALL WALL MOUNTED SINKS AND LAVORATORIES ARE THE TYPE THAT WILL FIT WITHIN 6" STUD WALLS. (CONTACT ARCHITECT IF THERE IS A CONFLICT.)
9. RESTROOM FLOOR FINISH MATERIALS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, THE INTERSECTIONS OF SUCH FLOORS WITH WALLS SHALL HAVE A SMOOTH, HARD, NONABSORBENT VERTICAL BASE THAT EXTENDS UPWARD ONTO THE WALLS NOT LESS THAN 4" PER FBC 1210.2.1
10. PROVIDE FIRE RETARDANT TREATED WOOD FOR CONCEALED BLOCKING AS REQUIRED FOR THE ANCHORAGE OF FIXTURES AND ACCESSORIES, AND FOR EXPOSED LUMBER & PLYWOOD IN HABITABLE SPACES.
    LUMBER: AWPA C20/03
    PLYWOOD: AWPA C27-03
11. PROVIDE CLEAR SILICONE CAULKING ALL LOCATIONS WHERE FIXTURES ARE MOUNTED/INSTALLED TO GYP BD PARTITIONS
12. FLUSH CONTROLS SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET
13. THE FOLLOWING ITEMS SHALL BE IMPLEMENTED TO ALLEVIATE RESTROOM NOISE TRANSMISSION:
    a. BANDS OR COLLARS OF RESILIENT MATERIAL (RUBBER, FELT, MINERAL WOOL, NEOPRENE) SHALL BE PLACED AROUND TOILET PIPES AT POINTS OF SUPPORT AND SLAB PENETRATION.
    b. ISOLATE HIGH PRESSURE WATER SUPPLY LINES FROM STUD AND FLOOR SLABS WITH RUBBER CLAMPS
    c. ISOLATE THE JUNCTION BOX BETWEEN THE TOILETS HIGH PRESSURE WATER SUPPLY PIPE AND THE WALL (AT LEASE 10" NEOPRENE CAULK AND NO RIGID JUNCTION).
    d. INSERT A PRESSURE RELIEF SYSTEM IN THE TOILETS HIGH PRESSURE WATER SUPPLY LINE.
    e. PROVIDE BATT INSULATION IN RESTROOM WALL CAVITIES AS SCHEDULED, REFER TO A1.0

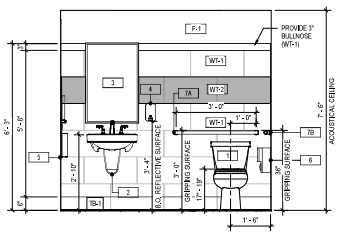
RESTROOM ADA NOTES

1. ALL PUBLIC SPACES TO COMPLY WITH FBC AND ADA GUIDELINES
2. GRAB BARS ARE TO BE PROVIDED AT ALL ADA COMPLIANT TOILETS. PROVIDE REINFORCING IN THE WALLS FOR GRAB BARS.
3. PROVIDE INSULATED PIPE PROTECTION ALL WALL MOUNTED ADA COMPLIANT SINKS
4. ADA SINKS SHALL BE MOUNTED WITH THE COUNTER OR RIM NO HIGHER THAN 34" A.F.F.
5. KNEE CLEARANCE THAT IS AT LEAST 19"D SHALL BE PROVIDED UNDERNEATH SINK.
6. FAUCETS SHALL COMPLY WITH 11-4.27.4 OF THE FLORIDA BUILDING CODE, 2023.
7. BOTTOM OF MIRROR REFLECTIVE SURFACE TO BE 3'-4" A.F.F. MAX.
8. ALL NEW SINK/ LAV CABINETS TO BE CONSTRUCTED TO ACCEPT 250 LB. LINE LOAD.
9. THE STRUCTURAL STRENGTH OF FASTENERS AND MOUNTING DEVICES, SHALL COMPLY WITH FBC ACCESSIBILITY GUIDELINES.
10. PER FAC 60I-9, THE STRUCTURAL STRENGTH/ ALLOWABLE STRESS OF GRAB BAR BACKING/ REINFORCEMENT SHALL NOT EXCEED 250LBS.
11. WATER CLOSET & URINAL FLUSH VALVE CONTROLS, FAUCET AND OPERATING MECHANISM CONTROLS SHALL BE OPERABLE WITH ONE HAND, SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST, AND SHALL BE MOUNTED NO MORE THAN 44" ABOVE THE FLOOR
12. FLOOR SLOPES IN PUBLIC ACCESSIBLE AREAS NOT TO EXCEED 1:50 OR 2%.



4 A7.0 RESTROOM ELEVATION (TYP)
SCALE: 1/2" = 1'-0"

3 A7.0 RESTROOM ELEVATION (TYP)
SCALE: 1/2" = 1'-0"



2 A7.0 RESTROOM ELEVATION (TYP)
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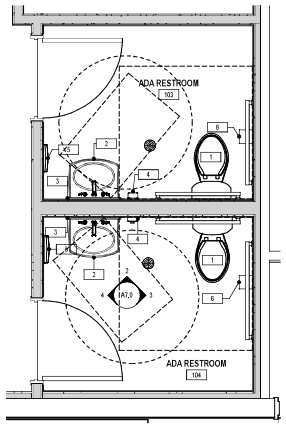
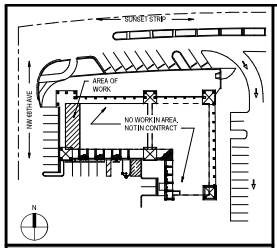


1 A7.0 ENLARGED RESTROOM PLAN
SCALE: 1/2" = 1'-0"



KEY PLAN

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REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

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City:
Drawn By : SF / ER
Checked By : ER
Date: 07.07.2026

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ENLARGED RESTROOM PLANS & DETAILS

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STOREFRONT SYSTEM/ GLAZING GENERAL NOTES

1. CONTRACTOR SHALL FIELD MEASURE ALL WALL OPENINGS PRIOR TO ORDERING WINDOWS AND/OR DOORS
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ARCHITECTS REVIEW & APPROVAL
3. WINDOWS SHALL BE INSTALLED PER INDUSTRY BEST PRACTICE ASTM E283-91 AND MANUFACTURER'S REQUIREMENTS W/ WARRANTY AS PER INDUSTRY STANDARDS.
4. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION, OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURER'S INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK.
5. SEALANT NOTES:
   a. FOR PRIMARY PERIMETER SEALANT FROM FRAMING TO STRUCTURE, PROVIDE DOW CORNING 140,141 OR 145 (OR APPROVED EQUAL).
   b. FOR SECONDARY PERIMETER SEALANT FROM STUCCO TO FRAMING, PROVIDE DOW CORNING 140,141 OR 145 (OR APPROVED EQUAL)
   c. PROVIDE DOW CORNING'S ADHESION AND COMPATIBILITY TEST REPORTS FOR ALL ALUMINUM SUBSTRATES.
   d. PROVIDE DOW CORNING'S SITE ADHESION TEST REPORTS FOR ALL CEMENTITIOUS SUBSTRATES.
   e. PROVIDE DOW CORNING'S STANDARD 20 YEAR WARRANTY.
6. STOREFRONT GLAZING SHALL BE 1" CLEAR INSULATED LOW-E GLAZING (NO FILMS, TINTS, OR COATINGS WILL BE ACCEPTED WITHOUT PRIOR APPROVAL
7. STOREFRONT WATER INTRUSION TEST AAMA 501.2 SHALL BE PERFORMED BY OWNER/ LANDLORD, AND REPAIRED AS NEEDED/ REQUIRED
8. STOREFRONT FRAMES SHALL BE THERMALLY BROKEN

GENERAL DOOR NOTES

1. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION, APPLICATION, OR METHODS SHALL BE STRICTLY ADHERED TO AND BY REFERENCE ARE MADE A PART OF THESE PLANS AS IF FULLY WRITTEN HEREIN. FAILURE OF THE CONTRACTOR TO OBTAIN MANUFACTURER'S INSTRUCTIONS SHALL NOT RELIEVE HIM FROM PERFORMING ALL OF THE REQUIREMENTS OF THE WORK.
2. CONTRACTOR SHALL CONFIRM ALL EQUIPMENT DIMENSIONS, ELECTRICAL REQUIREMENTS AND CONNECTIONS PRIOR TO CONSTRUCTION WITH ACTUAL EQUIPMENTS MAKE AND MODEL.

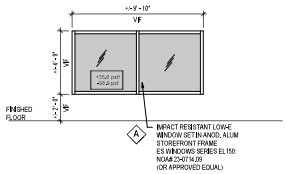
DOOR SCHEDULE

DOOR NO.	DOOR DIMENSIONS WIDTH	HEIGHT	THICKNESS	DOOR TYPE	DOOR MATERIALS MATERIAL	FINISH	FIRE RATING	HARDWARE SET	FRAME MATERIAL	FINISH	DETAILS HEAD	JAMB	THRESHOLD	COMMENTS
100	6'-0"	8'-0"	1 3/4"	A	ALUM./GLASS	CLR ANOD.	-	1	ANOD. ALUM.	CLR ANOD.	H-1	J-2	TH-1	ES WINDOWS (SERIES EL350) @ IMPACT RESISTANT STOREFRONT DOOR. NOA #23-1214.09 (OR APPROVED EQUAL)
100A	3'-0"	8'-0"	1 3/4"	B	STEEL	PAINT	-	2	STEEL	PAINT	H-1	J-3	TH-1	GENSTEEL "GENSTORM 4868HD" SERIES OUTSWING STEEL DOORS (NOA 23-1207.09) OR APPROVED EQUAL. PROVIDE MTL RAIN CANOPY
102	3'-0"	7'-0"	2"	B	H.M.	PAINT	-	3	H.M.	PAINT	H-2	J-1	TH-2	
103	3'-0"	7'-0"	2"	B	H.M.	PAINT	-	3	H.M.	PAINT	H-2	J-1	TH-2	
EX1ES	2'-4"	6'-7"	1 1/4"	EX	EX. STEEL	EX	-	EX	EX	EX	-	-	-	EXIST. DOOR TO REMAIN.

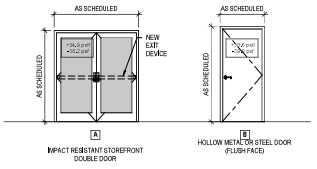
DOOR & HARDWARE NOTES

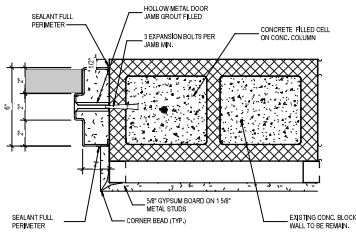
1. CONTRACTOR TO VERIFY ALL DOOR SWINGS W/ FLOOR PLAN (SHEET A1.0).
2. DOORS SHALL BE ARRANGED TO BE OPENED READILY IN THE DIRECTION OF EGRESS WHENEVER THE BUILDING IS OCCUPIED. LOCKS, IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, A TOOL, OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EGRESS SIDE. ALL DOORS TO BE SINGLE ACTION RELEASE PER NFPA 101 - 7.2.1.5.
3. DOORS SHALL COMPLY WITH FLORIDA ACCESSIBILITY CODE (8TH EDITION) SECTION 404.2.9, MAXIMUM OPENING FORCE FOR INTERIOR HINGED, SLIDING OR FOLDING DOORS SHALL BE 5 LBS MAX., EXTERIOR HINGED DOORS SHALL BE DESIGNED SO THAT SUCH DOORS CAN BE PUSHED OR PULLED OPEN WITH A FORCE NOT EXCEEDING 8.5 LBS.
4. ALL HARDWARE/ LOCKSETS SHALL BE ADA APPROVED LEVER TYPE AND EASY TO GRASP HANDLE AS PER FBC 1010.2.3 AND FBC/A 404.2.7 AND MOUNTED AT LEAST 36" AND NOT MORE THAN 48" ABOVE THE FINISHED FLOOR.
5. PROVIDE THRESHOLD HT. OF 1/4" (MAX) FOR VERTICAL CHANGE IN LEVEL AND 1/4" (MIN) TO 1/2" (MAX) FOR BEVELED CHANGE IN LEVEL IN ACCORDANCE WITH FBC/A 303, SET ALL THRESHOLDS IN BED OF NON-SHRINK GROUT
6. ALL FIRE RATED DOORS SHALL BE SELF CLOSING
7. DOORS WITH CLOSERS SHOULD TAKE A MINIMUM OF 5 SECONDS TO MOVE FROM OPEN POSITION OF 90° TO 12° PER FBC/A 404.2.8.1.
8. DOOR CLOSERS AT NON-FIRE RATED DOORS SHALL MEET A MINIMUM OF 5 LBS. OPENING FORCE. THIS DOES NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR IN THE LATCHED POSITION.
9. THE FORCE REQUIRED TO OPERATE THE DOOR SHALL NOT EXCEED 5LBS TO SET THE DOOR IN MOTION AND 15LBS TO CLOSE THE DOOR OR OPEN IT TO THE MINIMUM REQUIRED WIDTH AS PER FPPC/NFPA101 7.2.1.5.,8.1.1
10. DOORS WITHOUT WEATHERSTRIPPING SHALL BE PROVIDED WITH NEOPRENE SILENCERS ON STOPS TO PREVENT METAL TO METAL CONTACT
11. ALL DOORS SHALL BE SWING TYPE DOORS
12. EXIT DOORS THAT ARE NOT ACCESSIBLE TO PERSONS WITH DISABILITIES TO BE PROVIDED WITH A SIGN STATING NOT ACCESSIBLE TO PERSONS WITH DISABILITIES.
13. DOOR OPERATION MUST NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE - FBC 1010.2.2 AND FBC/A 309.4.
14. ALL EXTERIOR DOOR FRAMES SHALL BE FASTENED AS OUTLINED IN THE NOTICE OF ACCEPTANCE (NOA) FROM MIAMI-DADE PRODUCT CONTROL DIVISION OR FLORIDA PRODUCT APPROVAL.
15. ALL EXTERIOR DOORS TO HAVE HINGES WITH NON-REMOVABLE PINS.

WINDOW TYPES



DOOR TYPES





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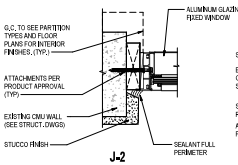

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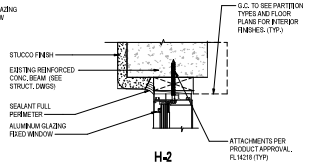

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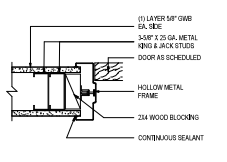

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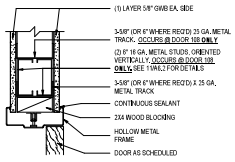

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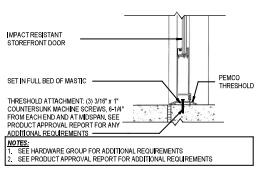
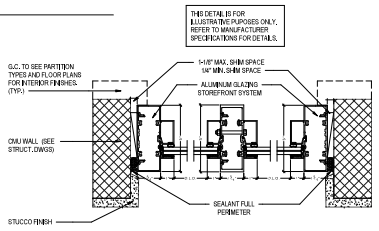
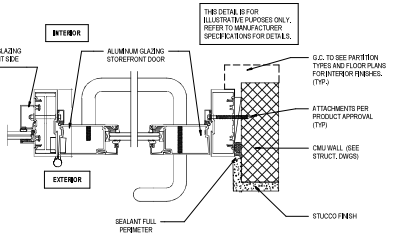


TH-1

A1 HEAD/ JAMB TYPES
SCALE: N.T.S

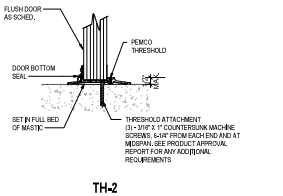


3 A9.0 STOREFRONT JAMB DETAIL
SCALE: 3" = 1'-0"



2 A9.0 STOREFRONT DOOR JAMB DET.
SCALE: 3" = 1'-0"

NOTE:
1. SEE HARDWARE GROUP FOR ADDITIONAL REQUIREMENTS
2. SEE PRODUCT APPROVAL REPORT FOR ADDITIONAL REQUIREMENTS



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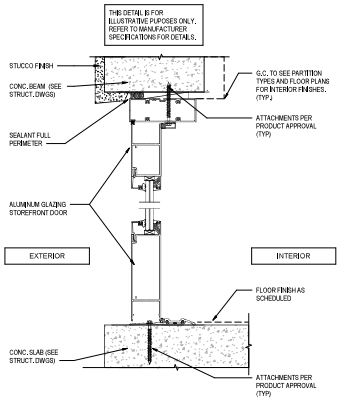


1 A9.0 STOREFRONT DOOR HEAD AND SILL DETAIL
SCALE: 3" = 1'-0"

STOREFRONT SYSTEM / GLAZING NOTES

1. CONTRACTOR SHALL FIELD MEASURE ALL WALL OPENINGS PRIOR TO STOREFRONT SYSTEM FABRICATION
2. YHS 30 FS ALUMINUM STOREFRONT SYSTEM - HVHZ OR APPROVED EQUAL FL PRODUCT #: FL14218
3. WINDOWS & DOORS SHALL BE INSTALLED PER INDUSTRY BEST PRACTICE ASTM E283-91 AND MANUFACTURER'S REQUIREMENTS W/ WARRANTY AS PER INDUSTRY STANDARDS.
4. SEALANT NOTES:
   a. FOR FRAMING JOINERY AND GLAZING, PROVIDE SILICONE SEALANT(S) PER PRODUCT APPROVAL(S).

DOOR HARDWARE SCHEDULE

HARDWARE GROUP EX. (EXISTING TO REMAIN)
- EXISTING HARDWARE TO REMAIN

HARDWARE GROUP 1 (STOREFRONT DOUBLE DOOR ENTRY)

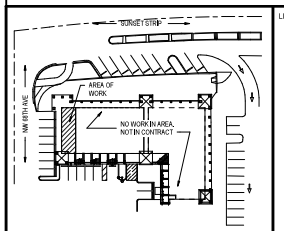
• (2) PUSH-PULL HANDLES	YKK SMART SERIES
• (2) PAIR OF 4" CENTER PIVOT BUTT HINGES	TOP & BOTTOM BY MANUFACTURER
• (1) KEYED DEADBOLT W/ THUMB LATCH	ADAMS RITE MS-1850 HOOK BOLT W/ 5-PIN LOCK CYLINDER
• (1) CLOSER W/ LINSTOP ARM	LCN 4020 (689) TOP JAMB MOUNT
• (1) THRESHOLD	PEMKO 4255 (SET ON MORTAR BED)
• (2) SETS GASKETING	BY MANUFACTURER (TOP & SIDES)
• (2) DOOR SILL SWEEPS	BY MANUFACTURER

HARDWARE GROUP 2 (EXTERIOR SINGLE DOOR)

• (1) PAIR BUTT HINGES	HAGER BB1279 4.5 X 4.5 X 630 NRP (US15)
•(1) LOCKSET (ENTRY)	SCHLAGE AL53PD, SATURN (619)
•(1) CLOSER	LCN 4040SP-CT2 (689)
•(1) EXIT DEVICE	DETEX 49-09DH-628
•(1) THRESHOLD	PEMKO #255 (SET ON MORTAR BED)
•(3) SILENCERS	HAGER 3070
•(1) WALL STOP	HAGER #230W (US15)
• WEATHERSTRIPPING (TOP & SIDES)	PEMKO #300AS

HARDWARE GROUP 3 (RESTROOM)

• (1 1/2) PAIR BUTT HINGES	HAGER BB1279 4 1/2 X 4 1/2 (US15)
• (1) LOCKSET (PRIVACY)	SCHLAGE AL40S, SATURN 619
• (1) CLOSER	LCN 1461-CUSH-ALDEL TB
• (1) WALL STOP	HAGER 236W (US15)
• (3) SILENCERS	HAGER 3070



KEY PLAN

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REVISIONS:

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3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
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DOOR & WINDOW SCHEDULES

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WALL TYPE	GYPSUM BOARD PARTITION (FULL HEIGHT)	FIRE RATING
2		NR

1. FLOOR AND CEILING RUNNERS: C-CHANNEL SHAPED RUNNERS, 3-5/8" DEEP (MIN), 1-1/4" LEGS, FORMED FROM MIN No 25 MSG GALVANIZED STEEL, ATTACHED TO FLOOR AND CONCRETE ABOVE WITH FASTENERS SPACED 16" O.C.
2. STEEL STUDS: C-CHANNEL SHAPED 3 5/8" DEEP (MIN), FORMED FROM No 20 GA(STRUCTURAL) MSG GALVANIZED STEEL SPACED AT 16" O.C, MAX
*PROVIDE MID-SPAN HORIZONTAL BRACING
3. BATTS AND BLANKETS: MINERAL WOOL OR GLASS FIBER BATTS COMPLETELY FILLING STUD CAVITY.
4. GYPSUM WALLBOARD: (1) LAYER 5/8" THICK, 4FT WIDE, ATTACHED TO EA. SIDE OF STEEL, STUDS AND FLOOR AND CEILING TRACK W/ 1" LONG TYPE S STEEL SCREWS SPACED 8" O.C. ALONG EDGES OF BOARD AND 12" O.C. IN THE FIELD OF THE BOARD.
5. JOINT AND TAPE COMPOUND: VINYL, DRY OR PREMIXED JOINT COMPOUND, APPLIED IN TWO COATS TO JOINTS AND SCREW HEAD; PAPER TAPE, 2" WIDE, EMBEDDED IN FIRST LAYER OF COMPOUND OVER ALL JOINTS.
6. CEILING: AS SCHEDULED

SEAL ALL JOINTS TOP, BOTTOM & PENETRATIONS

WALL TYPE	GYPSUM BOARD PARTITION (TOILET ROOM)	FIRE RATING
3, 3A		NR

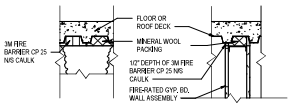
1. FLOOR AND CEILING RUNNERS: C-CHANNEL SHAPED RUNNERS, 3-5/8" DEEP (MIN), 1-1/4" LEGS, FORMED FROM MIN No 25 MSG GALVANIZED STEEL, ATTACHED TO FLOOR AND CONCRETE ABOVE WITH FASTENERS SPACED 16" O.C.
2. STEEL STUDS: C-CHANNEL SHAPED 3 5/8" DEEP (MIN), FORMED FROM No 20 GA(STRUCTURAL) MSG GALVANIZED STEEL, SPACED AT 16" O.C. MAX. *PROVIDE MID-SPAN HORIZONTAL BRACING
3. BATTS AND BLANKETS: MINERAL WOOL OR GLASS FIBER BATTS COMPLETELY FILLING STUD CAVITY.
4. GYPSUM WALLBOARD: (1) LAYER 5/8" THICK, 4FT WIDE, ATTACHED TO EA. SIDE OF STEEL STUDS AND FLOOR AND CEILING TRACK W/ 1" LONG TYPE S STEEL SCREWS SPACED 8" O.C. ALONG EDGES OF BOARD AND 12" O.C. IN THE FIELD OF THE BOARD.
5. JOINT AND TAPE COMPOUND: VINYL, DRY OR PREMIXED JOINT COMPOUND, APPLIED IN TWO COATS TO JOINTS AND SCREW HEAD; PAPER TAPE, 2" WIDE, EMBEDDED IN FIRST LAYER OF COMPOUND OVER ALL JOINTS.
6. DURROCK MOLD TOUGH MR WALLBOARD (1) LAYER OF 5/8" THICK, 4FT WIDE, ATTACHED TO STEEL STUDS AND FLOOR & CEILING TRACK, WITHIN 5"T OF PLUMBING FIXTURES TO HEIGHT NOT LESS THAN 4FT (PER FBC 1210.2.2), WITH 1 INCH LONG TYPE S STEEL SCREWS SPACED 8 INCH O.C. ALONG EDGES OF BOARD AND 12 INCHES O.C. IN THE FIELD OF THE BOARD. JOINTS ORIENTED VERTICALLY AND STAGGERED ON OPPOSITE SIDES OF THE ASSEMBLY TO SLAB ABOVE.
WALL TYPE '3A' ONLY
7. PORCELAIN TILE: TILE FINISH UP TO 63" A.F.F. ON TILE BACKER BOARD, 5/8" THICK
8. CEILING: AS SCHEDULED

SEAL ALL JOINTS TOP, BOTTOM & PENETRATIONS
3A: WALL TYPE '3', EXCEPT USE 6" 20 GA MTL STUDS, AND TILE FINISH BOTH SIDES

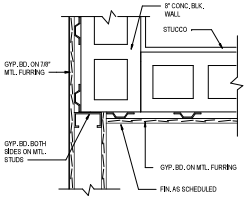
WALL TYPE	GYPSUM BOARD FURRING (FULL HEIGHT)	FIRE RATING
4, 4A, 4B		NR

1. EXISTING CMU
2. FLOOR AND CEILING RUNNERS: C-CHANNEL SHAPED RUNNERS, 3-5/8" DEEP (MIN), 1-1/4" LEGS, FORMED FROM MIN No 25 MSG GALVANIZED STEEL, ATTACHED TO FLOOR AND CONCRETE ABOVE WITH FASTENERS SPACED 16" O.C.
3. STEEL STUDS: C-CHANNEL SHAPED, 3-5/8" DEEP (MIN), FORMED FROM No 20 GA(STRUCTURAL) MSG GALVANIZED STEEL SPACED AT 16" O.C. MAX EXTEND STUDS FLOOR TO UNDERSIDE OF DECK ABOVE.
4. INSULATION: 2" POLYISOCIANURATED RIGID BOARD (R-13) FROM FLOOR TO UNDERSIDE OF DECK ABOVE AT PERIMETER WALLS ONLY.
WALL TYPES '4A' AND '4B' ONLY
5. GYPSUM BOARD: (1) LAYER 5/8" THICK, 4FT WIDE. ATTACHED TO EA. SIDE OF STEEL, STUDS AND FLOOR AND CEILING TRACK W/ 1" LONG TYPE S STEEL SCREWS SPACED 8" O.C. ALONG EDGES OF BOARD AND 12" O.C. IN THE FIELD OF THE BOARD.
6. FURRING STRAPS: 2" GALV. METAL STRAP @48" O.C VERTICALLY, FASTEN EACH STUD TO CMU. (OCCURS @ CMU WALLS ONLY)
7. CEILING: AS SCHEDULED

SEAL ALL JOINTS TOP, BOTTOM & PENETRATIONS
4A: WALL TYPE '4', EXCEPT USE 2-1/2" MTL STUDS
4B: WALL TYPE '4A' AND INSTALL PORCELAIN TILE

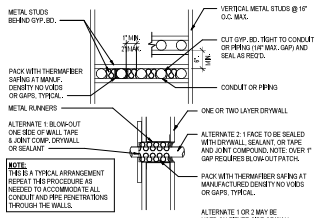


1 TYPICAL FIRE STOP DETAIL
SCALE: N.T.S.



2 STUD TO MASONRY DETAIL, TYP.
SCALE: N.T.S.

IF ANY PIPES ARE TO BE INSULATED, DO NOT RUN INSULATION THROUGH A WALL.
AFTER PACKING GAP AROUND PIPE THROUGH THE WALL WITH BATTING INSULATION AND DRYWALL MUD, FLARE INSULATION ONTO FACE OF WALL AROUND PIPE ON BOTH SIDES OF WALL AND SEAL TO FACE OF WALL WITH INSULATION MASTIC.



NOTE:
THIS IS A TYPICAL ARRANGEMENT REPEAT THIS PROCEDURE AS NEEDED TO ACCOMMODATE ALL CONDUIT AND PIPE PENETRATIONS THROUGH THE WALLS.

FOR ALL PENETRATIONS WITH GAPS GREATER THAN 1/2", APPLY GYP. BD. PATCH (SEE PATCHING DETAIL THIS SHEET.)

IF MAX. GAP AROUND PENETRATION IS 1/8" OR LESS, APPLY SURFACE BEAD OF UL'D ACOUSTICAL SEALANT.

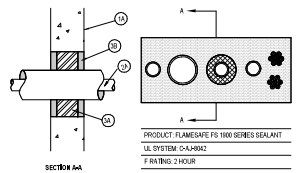
IF GAP AROUND PENETRATION IS GREATER THAN 1/8" BUT LESS THAN 1/4", FILL GAP WITH FIRE CAULK.

IF GAP AROUND PENETRATION IS GREATER THAN 1/4" BUT LESS THAN 1/2", FILL GAP WITH FIRE CAULK (REF. CEG 1-23-95.)

NOTE:
SKIM COAT BACK SIDE OF ALL PATCHES WITH DRYWALL COMPOUND, ATTACH WITH SCREWS AS NOTED. LEAVE ALL SCREWS EXPOSED. PATCHES SHALL BE TYPE "S" GYP. IN THE SAME THICKNESS USED FOR WALL CONSTR. DO NOT TAPE & MUD EDGES.

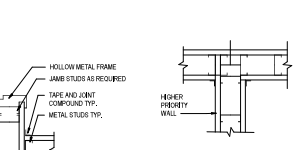
NOTE:
IF PIPE IS TO BE INSULATED DO NOT RUN INSULATION THROUGH THE WALL, AFTER PACKING GAP THROUGH WALL WITH EITHER DRYWALL COMPOUND OR BATTING INSULATION AS INDICATED BELOW, FLARE INSULATION ONTO FACE OF WALL AROUND PIPE ON BOTH SIDES OF WALL AND SEAL TO FACE OF WALL WITH INSULATION MASTIC.

TYPICAL PIPE PENETRATION DETAIL

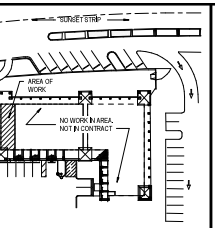


1. WALL ASSEMBLY
1A. MIN. 6 IN. THICK NW OR LW CONCRETE OR BLOCK WALL CAPABLE OF A 2 HR. RATING. MAX. PENETRANT OPENING IS 144 SQ. IN. WITH A MAX. DIMENSION OF 24 IN.
2. PENETRANT
2A. UP TO FOUR PIPE PENETRATIONS AND TWELVE CABLE PENETRATIONS ARE PERMITTED IN THE OPENING AND ARE AS FOLLOWS:
i. MAX. 4 IN. STEEL PIPE, IRON PIPE, EMT, COPPER PIPE, COPPER TUBING, AND MAX. 2" PVC PIPE (CLOSED SYSTEM). OF THE FOUR PIPES ONLY ONE MAY BE GREATER THAN 2" OF THE 2" PIPES ONE MAY BE INSULATED WITH ARMAFLEX FLEXIBLE FOAM AT A MAX. 1" THICK.
ii. MAX. 25 PAIR NO. 24 AWG TELECOM CABLES AND/OR MAX. 62.5/125 UM FIBER OPTIC CABLES, ANNULAR SPACE - NOMINAL 1in. BETWEEN EACH PIPE AND MIN. 1 IN. TO MAX. 2" BETWEEN PIPES AND EDGE OF OPENING. THE ANNULAR SPACE FOR CABLE BUNDLES IS MIN. 1-7/8" TO MAX. 5-5/8"
3. FIRESTOPPING
FLAMESAFE FS 1900 SERIES SEALANT.
3A. MINERAL WOOL (6 PCF) COMPRESSED INTO ANNULAR SPACE TO A MIN. THICKNESS OF 3-1/2" RECESSED ON BOTH SIDES TO ALLOW FOR SEALANT.
3B. AT WALL SURFACE, APPLY FS 1900 INTO ANNULAR SPACE BETWEEN PIPES, CABLES, AND EDGE OF OPENING. MIN. SEALANT THICKNESS IS 1-1/4 IN. AND FINISHED FLUSH WITH WALL SURFACE (BOTH SIDES).

FIRESTOP DETAIL (C-AJ-8042) @ PIPE PENETRATION



3 WALL PRIORITY DETAIL, TYP.
SCALE: N.T.S.



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REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
Project@saltzmichelson.com
AA-0009976

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WALL TYPES AND U.L. DETAILS
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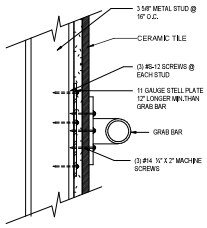
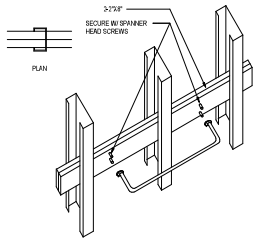
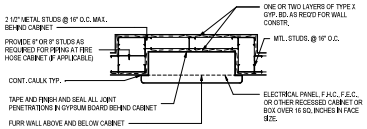


4 A11.0 GRAB BAR MOUNTING DETAIL
SCALE: 3" = 1'-0"

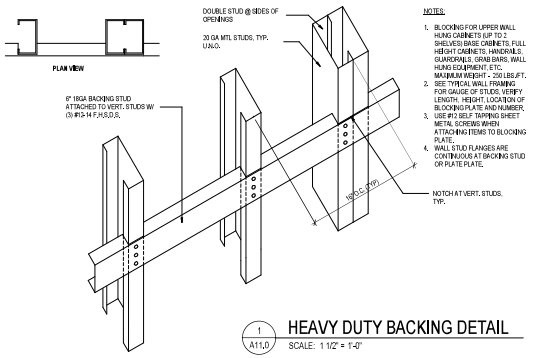


3 A11.0 GRAB BAR DETAIL ISO
SCALE: 1" = 1'-0"

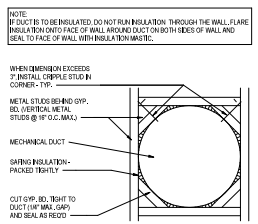


RATED OR SMOKE WALL NOTES:
1. 5 SIDED ENCLOSURE BEHIND CABINET IS NOT NECESSARY IF RATED WALL IS CONTINUOUS AND ALL PENETRATIONS ARE SEALED. FLOOR TO DECK BEHIND CABINET.
2. SEE PLANS FOR LOCATION OF LEAD LINING WHERE APPLICABLE. MAINTAIN CONTINUITY OF LEAD LINING AT ALL WALL PENETRATIONS.

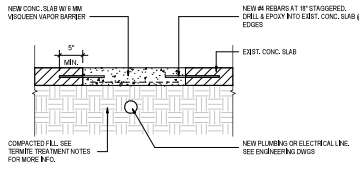
2 A11.0 RECESSED CABINET DETAIL
SCALE: 1" = 1'-0"



1 A11.0 HEAVY DUTY BACKING DETAIL
SCALE: 1 1/2" = 1'-0"

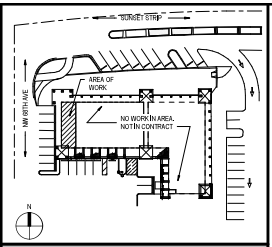


6 A11.0 TYP. DUCT PENETRATION
SCALE: 1" = 1'-0"



TERMITE TREATMENT NOTES:
1. PERFBC 1816.1, TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS, AND PESTICIDES APPLIED TO WOOD OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION.
2. UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT & PRIOR TO BUILDING FINAL INSPECTION, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES".
3. A WEATHER RESISTANT JOISTIE POSTING BOARD SHALL BE PROVIDED TO RECEIVE DUPLICATE TREATMENT CERTIFICATES AS EACH REQUIRED PROTECTIVE TREATMENT IS COMPLETED PROVIDING A COPY FOR THE PERSON THE PERMIT IS ISSUED TO AND ANOTHER COPY FOR THE BUILDING PERMIT FILES. THE TREATMENT CERTIFICATE SHALL PROVIDE THE PRODUCT USED, DENSITY OF THE APPLICATOR, TIME AND DATE OF THE TREATMENT, SITE LOCATION, AREA TREATED, CHEMICAL USED, PERCENT CONCENTRATION AND NUMBER OF GALLONS USED, TO ESTABLISH A VERIFIABLE RECORD OF PROTECTIVE TREATMENT. IF THE SOIL CHEMICAL BARRIER METHOD FOR TERMITE PREVENTION IS USED, FINAL EXTERIOR TREATMENT SHALL BE COMPLETED PRIOR TO FINAL BUILDING APPROVAL.

5 A11.0 CONC. SLAB REPAIR DETAIL
SCALE: 1" = 1'-0"



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SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
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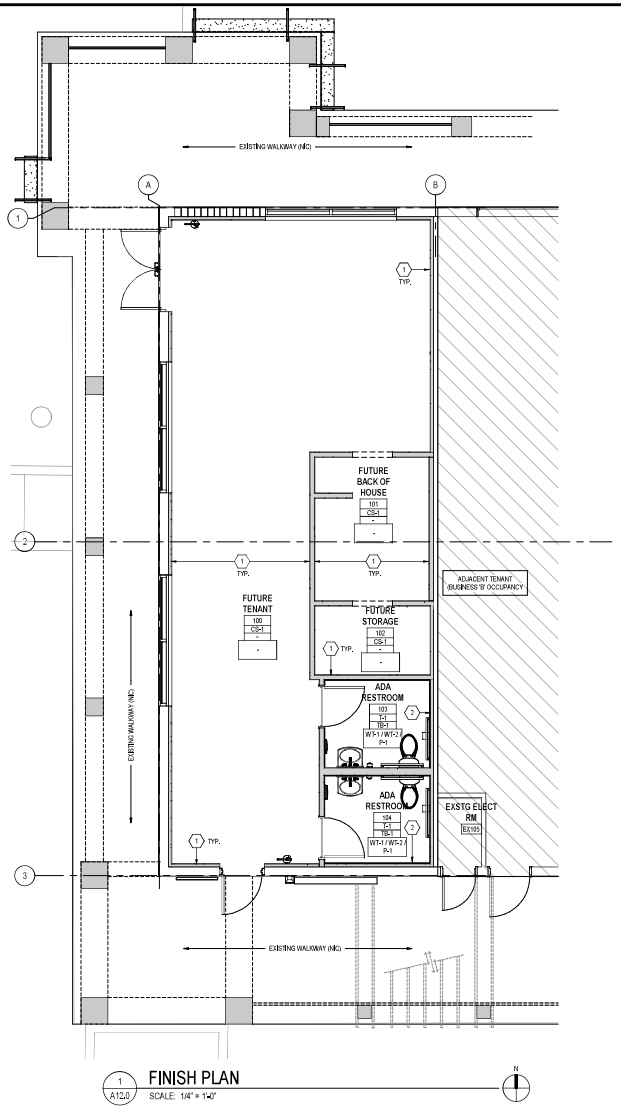


1 A12.0 FINISH PLAN
SCALE: 1/4" = 1'-0"

FINISH SPECIFICATIONS

SYMBOL		MATERIAL	MANUFACTURER	SPECIFICATION	COLOR	REMARKS
FLOOR FINISH	CS-1	EXISTING CONCRETE	-	-	-	CONTRACTOR TO CLEAN EXISTING CONC FLOOR, REMOVE ANY RESIDUES, BLEMISHES, ETC. PREP AS NECESSARY TO RECEIVE NEW FLOOR FINISHES
	T-1	PORCELAIN TILE	DALTILE	PORTFOLIO 24" x 24"	CREAM (PF07)	INSTALLED IN RESTROOMS; INSTALL PER MFR RECOMMENDATIONS & INSTRUCTIONS
		GROUT (1/8" LINES)	LATICRETE	SPECTRALOCK PRO GROUT	TBD	
BASE FINISH	TS-1	PORCELAIN TILE	DALTILE	PORTFOLIO 6" x 24"	CREAM (PF07)	INSTALLED IN RESTROOMS; (SEE ELEVATIONS ON SHEET A7.0); INSTALL PER MFR RECOMMENDATIONS & INSTRUCTIONS
		GROUT (1/8" LINES)	LATICRETE	SPECTRALOCK PRO GROUT	MARBLE BEIGE 17	
INTERIOR WALL FINISH	P-1	EPOXY	SHERWIN WILLIAMS	TBD	TBD	WATER BASED EPOXY @ RESTROOMS
	P-2	DOOR PAINT	SHERWIN WILLIAMS	TBD	TBD	SEMI-GLOSS FINISH
	WT-1	PORCELAIN TILE	DALTILE	PORTFOLIO 12" x 24"	CREAM (PF07)	INSTALLED ON RESTROOM WALLS (SEE ELEVATIONS ON SHEET A7.0); INSTALL PER MFR RECOMMENDATIONS & INSTRUCTIONS
		GROUT (1/8" LINES)	LATICRETE	SPECTRALOCK PRO GROUT	MARBLE BEIGE 17	
	WT-2	PORCELAIN TILE (ACCENT)	DALTILE	PORTFOLIO 12" x 24"	COTTO (PF10)	INSTALLED ON RESTROOM; INSTALL PER MFR RECOMMENDATIONS & INSTRUCTIONS
		GROUT (1/8" LINES)	LATICRETE	SPECTRALOCK PRO GROUT	MARBLE BEIGE 17	

LEVEL 5 DRYWALL FINISH

LEVEL 1: TAPE EMBEDDED IN MUD.
LEVEL 2: THIN COAT OF MUD ON TAPE, COVER SCREWS.
LEVEL 3: COAT OF MUD ON TAPE AGAIN, COVER SCREWS AGAIN.
LEVEL 4: COVER SCREWS AGAIN, SAND, PRIME.
LEVEL 5: REQUIRES ALL THE OPERATIONS IN LEVEL 4, ADDITIONALLY, A THIN SKIM COAT OF JOINT COMPOUND, OR MATERIAL MANUFACTURED ESPECIALLY FOR THIS PURPOSE, IS APPLIED TO THE ENTIRE SURFACE. THE SURFACE IS SMOOTH AND FREE FROM TOOL MARKS AND RIDGES. THE PREPARED SURFACE SHALL BE COATED WITH A PRIMER PRIOR TO THE APPLICATION OF FINAL FINISHES. THE LEVEL 5 FINISH IS REQUIRED TO ACHIEVE THE HIGHEST DEGREE OF QUALITY PROVIDING A UNIFORM SURFACE AND MINIMIZING THE POSSIBILITY OF JOINT PHOTOGRAPHING AND/OR FASTENERS "BURNING THROUGH" THE FINAL DECORATION.

CEILING						
	ACT	ACOUSTICAL CEILING	ARMSTRONG	OPTIMA #2251 (SQUARE TEGULAR) (24" x 24")	WHITE	PROVIDE SUPRATINE 9/16" GRID
	GWB	GYPSUM BOARD			PRIMED	SIDES AND BOTTOM OF GWB CEILING AND/OR SOFFIT TO BE PRIMED

FINISH PLAN NOTES

GENERAL SHEET NOTES

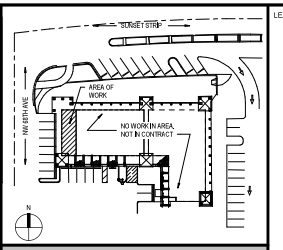
1. SEE MATERIAL & FINISH SCHEDULE. THIS SHEET FOR MORE DETAIL.
2. PER FBC 1210.2, WALLS AND PARTITIONS WITHIN 2 FEET OF SERVICE SINKS, URINALS AND WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE, TO A HEIGHT OF NOT LESS THAN 4 FEET ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIALS USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE.
3. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE STATE, CITY AND LOCAL CODES AND ORDINANCES.
4. INTERIOR WALL AND CEILING FINISHES SHALL HAVE A FLAME SPREAD INDEX NOT GREATER THAN CLASS "C" AS SPECIFIED IN FBC 803.11.
5. INSULATING MATERIALS, WHERE CONCEALED, SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 PER FBC 720.
6. INTERIOR FLOOR FINISH SHALL COMPLY WITH MINIMUM CLASS II CRITICAL RADIANT FLUX PER FBC 804.4.2
7. PROVIDE TRANSITIONS AT ALL CHANGE OF FLOOR MATERIAL LOCATIONS, ALL FLOOR LEVELS AND TRANSITIONS SHALL BE ADA COMPLIANT
8. CONTRACTOR TO CAULK (SILICONE SEALANT) BETWEEN FLOOR FINISH AND BASE & MILLWORK.
9. ALL SOLID SURFACE COUNTER TO HAVE BULL NOSE EDGING AND CORNERS.
10. INSTALL CAULK JOINT WHERE REQUIRED AT INTERFACE OF DISSIMILAR MATERIALS
11. WIDTH OF GROUT LINES AND GROUT MUST BE LEVEL AND FLUSH TO TILE MINIMIZING GROUT VALLEYS - GROUT WIDTH SHALL BE FOLLOWED TO MINIMUM TOLERANCE ALLOWED BY MANUFACTURER RECOMMENDATIONS. GROUT LINES IN ALL TILE SHALL BE A MAXIMUM 1/8"
12. ALL WALLS SHOWN AS PAINTED ARE TO BE PAINTED FULL HEIGHT INCLUSIVE OF EXPOSED CEILINGS / DECKS.
13. ALL WALLS SHALL BE PAINTED EGGSHELL WITH THE EXCEPTION OF THE TOILET WALLS, WHICH SHALL BE PAINTED WITH EPOXY PAINT.
14. ALL UNUSED PAINT SHALL BE CLEARLY LABELED AND ADEQUATELY PACKAGED FOR STORAGE. CONTRACTOR SHALL DELIVER ALL UNUSED PAINT AND FINISH MATERIAL TO OWNER.
15. ALL INTERIOR PARTITIONS SHALL RECEIVE (2) COATS OF SCHEDULED PAINT
16. GC TO COORDINATE PLACEMENT OF ALL MILLWORK PRIOR TO START OF TILE WORK.
17. WHERE EXISTING CONDITIONS ARE CUT OR DISTURBED TO PERMIT INSTALLATION OF NEW WORK, MATCH AND PATCH EXISTING DISTURBED CONSTRUCTION TO ORIGINAL CONDITION.
18. DIMENSIONS AND CONDITIONS SHALL BE VERIFIED IN THE FIELD BY THE GENERAL CONTRACTOR (G.C.) PRIOR TO CONSTRUCTION OR ORDER OF MATERIALS, ANY REVISIONS, CHANGES, DEVIATIONS OR INCONSISTENCIES BETWEEN THE AS-BUILT CONDITIONS AND THESE DRAWINGS SHALL IMMEDIATELY BE REPORTED TO THE OWNER BEFORE CONSTRUCTION.
19. AFTER DEMOLITION AND BEFORE COMMENCING NEW CONSTRUCTION, CONTRACTOR IS RESPONSIBLE TO CLEAN, REPAIR, PATCH AND LEVEL THE SLAB, S.C. TO VERIFY AND ENSURE THAT ANY SUBFLOOR IS SOUND, SMOOTH, FLAT & READY TO ACCEPT FINISH FLOORING MATERIALS.
20. ALL NEW DOOR FRAMES TO BE SEALED TO FLOORING WITH CAULKING COMPOUND, THE COLOR SHALL MATCH FLOOR COLOR. ALL DOOR FRAMES TO BE PAINTED WITH SEMI-GLOSS PAINT TO MATCH ADJACENT WALL COLOR
21. ANY TRENCHING OR DEMOLITION OF EXISTING SUBSTRATE BY THE GC MUST BE POURED BACK, LEVEL AND SMOOTH TO THE EXISTING SUBSTRATE BY THE GC. FINISH TO BE AT AN ACCEPTABLE LEVEL FOR POLISHING, SEE DETAIL 9/A11.0
22. CONTRACTOR SHALL INCLUDE IN HIS BID THE COST OF INSTALLING KOSTER VAP 1 2000 WATERPROOF FLOOR COATING SYSTEM OR APPROVED EQUAL AT ALL CONCRETE SLABS WHERE SHEET VINYL, VINYL PLANKS, AND/OR VINYL TILE ARE SCHEDULED. TEST ALL FLOOR SLABS AS REQUIRED FOR MOISTURE CONTENT AND OBTAIN MANUFACTURER'S APPROVAL PRIOR TO INSTALLATION OF FLOORING MATERIALS AND FINISHES IF IT IS DETERMINED THAT A WATERPROOF COATING SYSTEM IS NOT REQUIRED.
23. PATCH & REPAIR EXISTING PARTITIONS AS REQUIRED WHERE NEW PLUMBING LINES ARE INSTALLED. REFER TO PLUMBING DWGS FOR LOCATIONS
24. PATCH & REPAIR EXISTING PARTITIONS WHERE NEW WALL BACKING BLOCKING IS BEING INSTALLED FOR NEW WALL MOUNTED CABINETS & FIXTURES. SEE ARCHITECTURAL DRAWINGS FOR CABINET & FIXTURE LOCATIONS
25. CONTRACTOR TO REFINISH ALL DOORS & FRAMES TO MATCH EXISTING, AS NECESSARY, IF DAMAGED DURING CONSTRUCTION.
26. ALL WALLS SHOWN AS PAINTED ARE TO BE PAINTED FULL HEIGHT.
27. RUN ALL TILE DRAINS IN THE SAME DIRECTION WHEN INSTALLING RECTIFIED. SUBSTRATE MUST BE PREPARED PROPERLY AS RECOMMENDED BY MANUFACTURER TO APPLY THINSET.
28. ALL DOORS AND FRAMES TO BE PRIMED AND PAINTED. SEE FINISH FLOOR SCHEDULE FOR COLORS.

FLOORING NOTES

1. PROVIDE VINYL PLANK FLOORING, PER FINISH LEGEND FREE OF ASBESTOS. 1/8" MIN. THICKNESS.
2. VINYL WALL BASE: PROVIDE VINYL BASE WITH MATCHING END STOPS AND PREFORMED OR MOLDED CORNER UNITS AS FOLLOWS:
   HEIGHT: 4" OR 6" (SEE FINISH PLAN & SCHEDULE FOR LOCATIONS)
   MIN. THICKNESS: .080" GAUGE
   STYLE: PER FINISH SCHEDULE.
   FINISH: PER FINISH SCHEDULE
3. SLAB SHALL BE PREPARED ON ALL AREAS WHERE NEW FLOOR WILL BE APPLIED, USE MOISE FLOOR SEALER (MFS II) MOISTURE SEALING PRODUCT BEFORE THE FINISH FLOOR IS INSTALLED, CONTRACTOR MUST CONTACT NEW FLOOR MANUFACTURER'S REPRESENTATIVE FOR MANUFACTURER ACCEPTANCE OF THE SLAB CONDITION IN WRITING.
4. PREPARE SUBSTRATE SURFACES TO RECEIVE VINYL FLOORING AS PER MANUF. RECOMMENDATIONS. DETERMINE THAT FLOORING IS SUITABLE FOR THE APPLICATION OF VINYL FLOORING BEFORE INSTALLATION. REPAIR ALL CRACKS, HOLES, RIDGES OR DEFECTS FOR A SMOOTH AND LEVEL FLOOR.
5. WHERE EXISTING FLOOR REQUIRES REPAIR OR LEVELING, APPLY FLOOR LEVELING COMPOUND AS REQ'D IN ACCORDANCE TO MANUFACTURER'S RECOMMENDATIONS.
6. GYPSUM BASE PRODUCT IS NOT ACCEPTABLE.
7. TEST EXISTING FLOORING FOR ANY SIGNS OF MOISTURE INFILTRATION AND REPAIR PRIOR TO APPLICATION OF LEVELING COMPOUND.
8. INSTALL RESILIENT FLOORING USING METHOD AND MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
9. APPLY WALL BASE TO WALLS WHERE BASE IS REQ'D AS INDICATED IN FINISH SCHEDULE.
10. CLEAN AND PROTECT FLOORING AGAINST DAMAGES FROM CONSTRUCTION.
11. FOLLOW ALL MANUF. REQUIREMENTS FOR INSTALLATION. NO EXCEPTIONS TAKEN. FAILURE OF COMPLIANCE WILL MAKE THE CONTRACTOR RESPONSIBLE. INSTALLATION SHALL BE AT HIS OWN COST.

FINISH PLAN KEYNOTES (◯)

1	PARTITIONS AND WALL FURRING TO BE PRIMED. FINAL FINISHES TO BE INSTALLED UNDER TENANT INTERIOR PERMIT
2	WT UP TO 75" AFF; P-1 FROM 75" AFF TO CEILING ABOVE



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3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
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MECHANICAL ABBREVIATIONS

AC	AIR CONDITIONING UNIT
AD	ACCESS DOOR
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
BDD	BACKDRAFT DAMPER
BOD	BOTTOM OF DUCT
BOP	BOTTOM OF PIPE
BOS	BOTTOM OF STRUCTURE
CD	CEILING DIFFUSER
CFM	CUBIC FEET PER MINUTE
CP	CONDENSATE PUMP
CPD	CONDENSATE PUMP DRAIN
CU	CONDENSING UNIT
D	DRAIN
DB	DRY BULB
DN	DOWN
DX	DIRECT EXPANSION
EAT	ENTERING AIR TEMPERATURE
EF	EXHAUST FAN
EG	EXHAUST GRILLE
(ER)	EXISTING TO BE RELOCATED
ESP	EXTERNAL STATIC PRESSURE
(E), (EX)	EXISTING
FA	FREE AREA
FC	FLEXIBLE CONNECTION
FLR	FLOOR
FPM	FEET PER MINUTE
FT	FOOT/FEET
ID	INSIDE DIAMETER
LAT	LEAVING AIR TEMPERATURE
LD	LINEAR DIFFUSER
LR	LINEAR RETURN
MBH	1000 BTU PER HOUR
MD	MOTORIZED DAMPER
MECH	MECHANICAL
MTD	MOUNTED
(N)	NEW
NIC	NOT IN CONTRACT
OC	ON CENTER
OD	OUTSIDE DIAMETER
PD	PRESSURE DROP
PSI	POUNDS PER SQUARE INCH
RA	RETURN AIR
RG	RETURN GRILLE
(R), (RL)	RELOCATED
SA	SUPPLY AIR
SD	SMOKE DAMPER (BOX), SMOKE DETECTOR (CIRCLE)
SP	STATIC PRESSURE
SF, SQFT	SQUARE FEET
SYS	SYSTEM
T	THERMOSTAT (CIRCLE), TEMPERATURE SENSOR (BOX)
TG	TRANSFER GRILLE
TOS	TOP OF STEEL
TSP	TOTAL STATIC PRESSURE
TYP	TYPICAL
VD	VOLUME DAMPER
WB	WET BULB
WMS	WIRE MESH SCREEN

MECHANICAL SYMBOLS

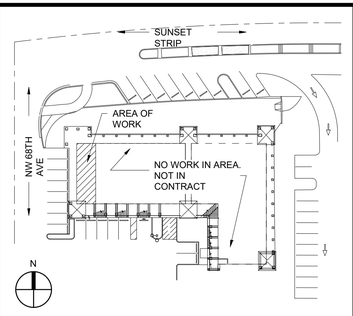
24X18	NEW DUCT. FIRST NUMBER IS PLAN VIEW DIMENSION. DIMENSIONS ARE CLEAR INSIDE.
24X18	EXISTING DUCT. FIRST NUMBER IS PLAN VIEW DIMENSION. DIMENSIONS ARE CLEAR INSIDE.
	DUCT TRANSITION
	RECTANGULAR SHOE TAP FITTING TO RIGID BRANCH DUCT
	RECTANGULAR SHOE TAP FITTING TO FLEX DUCT
FC	FLEXIBLE DUCT CONNECTION
	VERTICAL SUPPLY AIR DUCT
	RADIUS ELBOW DUCT FITTING WITH RADIUS THROAT
	RECTANGULAR ELBOW DUCT FITTING WITH TURNING VANES
CD 650	CEILING SUPPLY AIR DIFFUSER, NEW AND EXISTING. TAG INDICATES DEVICE TYPE AND CFM VALUE
SG 650	SIDEWALL SUPPLY AIR GRILLE, NEW AND EXISTING. TAG INDICATES DEVICE TYPE AND CFM VALUE
RG 650	RETURN OR TRANSFER AIR GRILLE, NEW AND EXISTING.
EG 650	EXHAUST AIR GRILLE, NEW AND EXISTING.
VD	MANUAL VOLUME DAMPER
MD	MOTORIZED DAMPER
FD	FIRE DAMPER
T	THERMOSTAT
S	EQUIPMENT SWITCH
	AIRFLOW DIRECTION ARROW
SD	SMOKE DETECTOR
AHU 1	NEW EQUIPMENT TAG INDICATING EQUIPMENT TYPE AND NUMBER DESIGNATION
EX-EF 1	EXISTING EQUIPMENT TAG INDICATING EQUIPMENT TYPE AND NUMBER DESIGNATION
AD	ACCESS DOOR/PANEL
1 1	KEYED PLAN NOTE
	POINT OF CONNECTION
	POINT OF DISCONNECTION
	REFRIGERANT OR CONDENSATE DRAIN PIPING
	PIPING ELBOW DOWN
	PIPING TEE, TOP CONNECTION

MECHANICAL NOTES AND SPECIFICATIONS

1. MECHANICAL SCOPE OF WORK: PROVIDE NEW AIR CONDITIONING, VENTILATION, AND DUCTWORK DISTRIBUTION TO SERVE RENOVATION FOR NEW RETAIL SHOP.
2. ALL WORK SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF FOLLOWING CODES AND STANDARDS:
   - 2023 FLORIDA BUILDING CODE - BUILDING
   - 2023 FLORIDA BUILDING CODE - MECHANICAL
   - 2023 FLORIDA BUILDING CODE - ENERGY CONSERVATION
   - NFPA 70 - 2020
3. ALL HVAC MATERIALS, INSTALLATION PROCEDURES, AND SYSTEM LAYOUTS SHALL BE APPROVED BY ALL APPLICABLE CODE ENFORCEMENT AUTHORITIES HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO NATIONAL, CITY, STATE AND LOCAL ORDINANCES WHICH MAY BE IN EFFECT. THE MECHANICAL CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY TO COMPLY WITH THESE RULES, REGULATIONS, AND ORDINANCES AT NO ADDITIONAL COST. THESE CODES REPRESENT THE MINIMUM ACCEPTABLE REQUIREMENTS, THEREFORE, WHERE DRAWINGS AND/OR SPECIFICATIONS INDICATE MATERIALS OR CONSTRUCTION IN EXCESS OF THESE CODE REQUIREMENTS, THE DRAWINGS AND/OR SPECIFICATIONS SHALL GOVERN.
4. THESE DRAWINGS ARE DIAGRAMMATIC AND INTENDED ONLY TO DEFINE THE BASIC FUNCTIONS REQUIRED. ACCESSORIES REQUIRED FOR PROPER OPERATION OF THE SYSTEMS, EVEN THOUGH NOT SPECIFICALLY INDICATED, SHALL BE INCLUDED AND INSTALLED. SUCH ACCESSORIES MAY INCLUDE, BUT ARE NOT LIMITED TO, FILTERS, CONDENSATE DRAINS, RELIEF VALVES, SERVICE VALVES, THERMOSTATS, RELAYS, VIBRATION ISOLATORS, MOTOR STARTERS, ETC.
5. ALL REQUIRED OFFSETS, RISES, AND DROPS DUE TO POSSIBLE OBSTRUCTIONS OF DUCT AND PIPE RUNS ARE NOT NECESSARILY SHOWN. CONTRACTOR SHALL INCLUDE A CONTINGENCY IN HIS BID TO OFFSET ANY COST REQUIRED FOR ADDITIONAL FITTINGS AND LABOR THAT MAY BE REQUIRED. MINOR DEVIATIONS FROM THE DESIGN LAYOUT IN ROUTING OF DUCT AND/OR PIPING ARE ANTICIPATED AND SHALL BE CONSIDERED A PART OF THE WORK INCLUDED. THE CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSIONS OF THE EQUIPMENT PROPOSED TO ENSURE THAT THE EQUIPMENT WILL FIT IN THE AVAILABLE SPACE.
6. IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO REVIEW THESE PLANS AND SPECIFICATIONS, AS WELL AS ANY RELATED PLUMBING, FIRE PROTECTION, ELECTRICAL, STRUCTURAL, ARCHITECTURAL, INTERIOR DECOR, AND SITE ENGINEERING DRAWINGS TO BECOME FAMILIAR WITH THE FULL PROJECT SCOPE. IT IS CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE LATEST VERSION OF THESE DRAWINGS FROM THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, AND/OR OWNER. IN ADDITION, THE MECHANICAL CONTRACTOR MUST COORDINATE WITH AN OWNER REPRESENTATIVE TO FULLY UNDERSTAND ALL REQUIREMENTS WHICH MAY NOT BE SPECIFIED HEREIN AND WHICH THE OWNER MAY CONSIDER PART OF THIS CONTRACT. DURING THE COURSE OF CONSTRUCTION COORDINATION AND ACTUAL CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO WORK CLOSELY WITH ALL ACCOMPANYING CONTRACTORS AND TRADESMEN IN ORDER TO ENSURE A SMOOTH RUNNING AND CAREFULLY COORDINATED INSTALLATION. SCHEDULE THE WORK UNDER THIS CONTRACT WITH WORK OF OTHER TRADES AS NOT TO DELAY THE OVERALL PROGRESS OF THE PROJECT.
7. ANY DISCREPANCIES OR INADEQUACIES WITHIN THESE DOCUMENTS OR BETWEEN THESE DOCUMENTS AND THE RELATED PLUMBING, FIRE PROTECTION, ELECTRICAL, STRUCTURAL, ARCHITECTURAL, INTERIOR DECOR, AND SITE ENGINEERING DRAWINGS, OR BETWEEN THESE DOCUMENTS AND FIELD CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE OWNER, ARCHITECT, AND ENGINEER PRIOR TO BID SUBMISSION.
8. THE MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL NEW PRODUCTS OF ESTABLISHED AND REPUTABLE MANUFACTURERS. NO EQUIPMENT SUBSTITUTIONS SHALL BE MADE THAT WOULD LEAVE INADEQUATE OPERATING OR SERVICE SPACE. EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES AND IN AN ARRANGEMENT THAT WILL GIVE THE GREATEST PRACTICAL EASE OF OPERATION AND SERVICE TO THE OWNER. MATERIALS AND EQUIPMENT SHALL BE INSTALLED SQUARELY WITH THE BUILDING LINES.
9. ALL EXISTING BUILDING COMPONENTS, EQUIPMENT, DUCTWORK, PIPING, ELECTRICAL, AND APPURTENANCES IN THE AREA OF WORK SHALL BE PROTECTED FROM DAMAGE DURING ALL CONSTRUCTION ACTIVITIES.
10. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL LOCATIONS AND DIMENSIONS OF ALL EQUIPMENT, CASEWORK, DEVICES, FIXTURES, SWITCHES, SENSORS, ETC. IN THE FIELD AND PRIOR TO PERFORMING ANY ROUGH-IN WORK FOR THE UTILITIES, DUCTWORK, OR PIPING. CONTRACTOR SHALL ADVISE THE ARCHITECT/ENGINEER AND THE OWNER OF ANY DISCREPANCIES BEFORE PERFORMING THE WORK.
11. CONSTRUCT AND SUPPORT ALL EQUIPMENT, PIPING, AND DUCTWORK FROM BUILDING STRUCTURE TO PROVIDE A VIBRATION FREE INSTALLATION.
12. PROVIDE ALL AUXILIARY STEEL, THREADED RODS, VIBRATION ISOLATORS, TURNBUCKLES, ETC. TO SUPPORT EQUIPMENT ON OR FROM BUILDING STRUCTURE.
13. SPECIFIC REFERENCE TO A MANUFACTURER'S PRODUCT IS ONLY TO ESTABLISH TYPE, QUALITY, AND PERFORMANCE REQUIRED. THESE QUALIFICATIONS ARE IN ADDITION TO THE REQUIREMENTS SHOWN ON THE PLANS.
14. ALL MATERIALS OF INSULATION SHALL BE OF THE TYPE AND QUALITY AS MANUFACTURED BY OWENS CORNING OR JOHNS MANVILLE. ALL MATERIAL AND EQUIPMENT SPECIFIED TO BE INSULATED SHALL BE THOROUGHLY TESTED AND APPROVED PRIOR TO APPLYING THE INSULATION. THE INSTALLATION OF ALL INSULATION SHALL BE PERFORMED BY AN EXPERIENCED CRAFTSMAN IN A NEAT WORKMANSHIP-LIKE MANNER AND SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN RECOMMENDATIONS FOR SERVICE INTENDED.
15. UNLESS OTHERWISE NOTED, INSTALL DUCTWORK AND PIPING OVERHEAD, TIGHT TO UNDERSIDE OF STRUCTURE OR SLAB, WITH ADEQUATE SPACE FOR INSULATION.
16. COORDINATE LOCATION OF NEW DUCTWORK, AIR DEVICES, AND EQUIPMENT WITH LIGHT FIXTURES, SPRINKLER PIPING, HYDRONIC PIPING, CONDUIT, FIRE ALARM DEVICES, AND OTHER UTILITIES.
17. FLASH AND COUNTER FLASH ALL ROOF PENETRATIONS. COORDINATE INSTALLATION OF ALL ROOF FLASHING AT ROOF PENETRATION.
18. COORDINATE LOCATION OF ALL WALL, FLOOR, AND ROOF OPENINGS WITH STRUCTURAL AND OTHER TRADES.
19. WHERE BEAMS ARE INDICATED TO BE PENETRATED WITH DUCTWORK AND/OR PIPING, CAREFULLY COORDINATE SIZES AND LOCATIONS OF THE ELEMENTS BEFORE FABRICATION.
20. FABRICATE, SUPPORT, TEST, AND INSTALL ALL DUCTWORK IN STRICT ACCORDANCE WITH THE LATEST EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS METAL AND FLEXIBLE AND ALL APPLICABLE BUILDING CODES.
21. CONTRACTOR SHALL INSPECT ANY EXISTING DUCTWORK FOR DEFECTS AND REPORT TO THE ARCHITECT/ENGINEER AND THE OWNER ANY DEFICIENCIES PRIOR TO PERFORMING ANY WORK. CONTRACTOR SHALL CLEAN ALL EXISTING DUCTWORK, GRILLES, REGISTERS, AND DIFFUSERS PRIOR TO INSTALLING THE NEW WORK.
23. EXPOSED DUCTWORK SHALL BE CONSTRUCTED OF DOUBLE-WALL SPIRAL ROUND DUCTWORK CONSTRUCTED OF SHEETMETAL (MINIMUM 26 GAUGE) WITH INTERNAL 1" THICK 2.0 PCF DENSITY BATT INSULATION EQUIVALENT TO R-4.2.
24. UNLESS NOTED OTHERWISE, CONCEALED RIGID DUCTWORK MAY BE CONSTRUCTED OF SHEETMETAL (MINIMUM 26 GAUGE) WITH EXTERNAL R-4.2 INSULATION OR FACTORY-MANUFACTURED R-4.2 INSULATED DUCTWORK (DUCTBOARD). COORDINATE WITH OWNER FOR MATERIAL CHOICE.
25. WRAPPED INSULATION ON DUCTWORK SHALL BE MINIMUM R-4.2 GLASS FIBER FLEXIBLE DUCT INSULATION, ONE POUND DENSITY WITH UL APPROVED FOIL SCRIM KRAFT FSK JACKET COMPLYING WITH FIRE CLASSIFICATION REQUIREMENTS OF NFPA 90A AND 90B. SECURE WITH ADHESIVE APPLIED DIRECTLY TO THE DUCT IN 4" WIDE STRIPS AROUND THE DUCT ON 12" CENTERS AND TAPE ALL JOINTS.
26. DUCTWORK DIMENSIONS SHOWN ON DRAWINGS ARE INSIDE CLEAR DIMENSIONS. DIMENSIONS SHALL BE INCREASED TO ACCOMMODATE LINING THICKNESS. ALL DUCT DIMENSIONS SHOWN ARE NET INSIDE VALUES. DIMENSIONS MAY BE CHANGED SO LONG AS THE NET FREE FACE AREA IS MAINTAINED AND DUCT ASPECT RATIO DOES NOT EXCEED 5 TO 1.
27. FLEXIBLE DUCT LENGTH SHALL BE A MINIMUM OF 36". FLEXIBLE DUCTWORK SHALL BE INSTALLED WITHOUT KINKS OR 90 DEGREE BENDS. FLEXIBLE DUCTS SHALL NOT PASS THROUGH ANY WALL, FLOOR, OR CEILING.
28. PROVIDE VOLUME DAMPERS IN ALL BRANCH DUCTS WHETHER SHOWN OR NOT.
29. ALL DUCT JOINTS TO BE SEALED IN ACCORDANCE WITH SMACNA STANDARDS AND ACCEPTED GOOD PRACTICE.
30. PROVIDE TRANSFER DUCTS FOR ALL ROOMS WITH FULL HEIGHT PARTITIONS WHETHER INDICATED OR NOT.
31. ALL OUTSIDE AIR INTAKES SHALL BE LOCATED A MINIMUM OF 10'-0" FROM ANY PLUMBING VENT, EXHAUST, AND FLUE OUTLETS.
32. EXHAUST DUCTS SHALL TERMINATE A MINIMUM OF 3'-0" FROM ANY BUILDING OPENING, PROTECTED WITH CORROSION-RESISTANT SCREEN HAVING AN OPENING SIZE OF NOT LESS THAN 1/4" AND NOT MORE THAN 1/2", AND EQUIPPED WITH A BACKDRAFT DAMPER. FOR DRYER EXHAUST, SCREENS SHALL NOT BE INSTALLED AT THE DUCT TERMINATION.
33. CONTRACTOR SHALL PROVIDE AND INSTALL APPROVED FIRE DAMPERS AND ACCESS PANELS IN ANY AND ALL DUCTWORK WHICH PENETRATES A HORIZONTAL OR VERTICAL FIRE PARTITION, OR AS OTHERWISE SHOWN ON DRAWINGS.
34. PROVIDE AND INSTALL SMOKE DAMPERS IN DUCTS PASSING THROUGH SMOKE RATED ASSEMBLIES.
35. MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING, ADJUSTING, AND BALANCING. BALANCING SCOPE SHALL INCLUDE THE ENTIRE AIR-SIDE SYSTEM AND BE PERFORMED IN ACCORDANCE WITH NEBB OR ABC REQUIREMENTS. TOLERANCES FOR AIR INLETS AND OUTLETS SHALL BE +/- 10% UNLESS NOTED OTHERWISE.
36. CONTRACTOR SHALL PROVIDE ALL AIR TEMPERATURE CONTROLS INCLUDING 120V POWER WIRING, LOW VOLTAGE WIRING, TRANFORMERS, RELAYS, TUBING, THERMOSTATS, AND ALL MISCELLANEOUS APPURTENANCES TO MEET THE INTENT OF THESE DOCUMENTS. ALL NEW CONTROLS SHALL BE COMPATIBLE WITH THE EXISTING BASE BUILDING MANAGEMENT SYSTEM.
37. ALL WALL-MOUNTED CONTROL DEVICES SHOWN ON DRAWINGS ARE DIAGRAMMATIC IN LOCATION AND SHOWN FOR GENERAL WIRING PURPOSES ONLY. ALL DEVICES INDICATED TO BE INSTALLED IN THE SAME LOCATIONS WITH DIFFERENT ELEVATIONS SHALL BE ALIGNED VERTICALLY AND HORIZONTALLY. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING DETAILS OF SWITCHES, OUTLETS, FIRE ALARM STROBES, AUDIBLE AND VISUAL DEVICES, FIRE ALARM PULL STATION, CLOCKS, SECURITY DEVICES, CARD READERS, THERMOSTATS, SENSORS, ETC. COORDINATE FINAL LOCATIONS WITH EQUIPMENT, FURNITURE, TENANT AND ARCHITECT PRIOR TO INSTALLATION.
38. INSTALL NON-ADJUSTABLE TEMPERATURE SENSORS 5'-5" ABOVE FINISHED FLOOR. INSTALL ALL ADJUSTABLE DEVICES SUCH AS OVERRIDE BUTTONS, SWITCHES AND THERMOSTATS 4'-0" ABOVE FINISHED FLOOR PER ADA REQUIREMENTS.
39. CONTROL WIRE AND CONDUIT SHALL COMPLY WITH NEC AND ELECTRICAL SPECIFICATIONS.
40. PROVIDE VIBRATION ISOLATION FOR ROTATING, REVOLVING OR RECIPROCATING EQUIPMENT, INCLUDING PIPING AND DUCTWORK CONNECTIONS TO THIS EQUIPMENT TO PREVENT TRANSMISSION OF NOISE AND VIBRATION TO BUILDING STRUCTURE AND OCCUPIED SPACES. VIBRATION ISOLATION DEVICES SHALL INCLUDE SPRING VIBRATION ISOLATORS, NEOPRENE PADDING, AND DUCT/PIPE FLEXIBLE CONNECTIONS.
41. WHERE CONDUIT, CABLES, DUCTWORK, OR PIPING PASSES THROUGH FIRE RATED FLOORS OR WALLS, PROVIDE FIRE-RATED SLEEVES. THE SLEEVES SHALL BE COMPLETELY SEALED WITH A FIRE STOP MATERIAL THAT IS UL LISTED AND ACCEPTED BY THE BUILDING DEPARTMENT AND FIRE DEPARTMENT AS BEING SUITABLE FOR THIS SERVICE SUCH AS DOW DOWSIL 3-6548 SILICONE RTV FOAM, OR APPROVED EQUAL. THIS MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUFACTURER TO MAINTAIN THE FIRE RATING OF THE PENETRATED WALL OR FLOOR.
42. CONTRACTOR SHALL SCHEDULE ALL SHUTDOWNS THAT AFFECT UTILITIES AND PORTIONS OF THE BUILDING THAT MUST REMAIN IN OPERATION WITH THE OWNER AND PROPERTY MANAGER.
43. PROVIDE CUTTING AND PATCHING AS REQUIRED AND WHERE NECESSARY TO ACCOMMODATE NEW WORK AND THE REPAIR OF EXISTING WORK.
44. EFFECTIVELY PROTECT ALL MATERIALS AND EQUIPMENT FROM DUST, DIRT, AND DAMAGE UNTIL FINAL ACCEPTANCE. CLOSE ALL DUCT AND EQUIPMENT OPENINGS DURING CONSTRUCTION WITH SUITABLE PROTECTIVE COVERING BEFORE, DURING, AND FOLLOWING INSTALLATION.
45. RESTORE ALL SURFACES (WALLS, CEILINGS, FLOORS AND ROOFS) THAT ARE DAMAGED BY THE WORK OF THIS CONTRACT TO THEIR ORIGINAL CONDITION AT NO EXTRA COST TO THE OWNER.
46. REMOVE ALL TRASH, DEBRIS, AND DEMOLITION MATERIAL FROM PREMISES AT THE END OF EACH DAY.
47. PROVIDE ACCESS PANELS THROUGH INACCESSIBLE CEILINGS FOR SERVICE AND MAINTENANCE OF ALL CONCEALED EQUIPMENT AND DEVICES, SUCH AS TERMINAL UNITS, DUCT HEATERS, COILS, SMOKE DETECTORS, BALANCING DAMPERS, AND FIRE DAMPERS.
48. CONTRACTOR SHALL PROVIDE MAINTENANCE INSTRUCTIONS FOR EQUIPMENT AND SYSTEMS THAT REQUIRE PREVENTATIVE MAINTENANCE. INSTRUCTIONS SHALL BE CLEARLY STATED AND INCORPORATED ON A READILY ACCESSIBLE LABEL AND INCLUDE THE TITLE OR PUBLICATION NUMBER FOR THE OPERATION AND MAINTENANCE MANUAL FOR THAT PARTICULAR MODEL AND TYPE OF PRODUCT.
49. REFER TO ADDITIONAL SPECIFICATIONS ON DRAWINGS, DETAILS, AND EQUIPMENT SCHEDULES FOR ADDITIONAL REQUIREMENTS.

MECHANICAL SHEET INDEX

M0	MECHANICAL NOTES, SPECIFICATIONS, AND LEGENDS
M1	MECHANICAL PROPOSED PLAN
M2	MECHANICAL PROPOSED ROOF PLAN
M3	MECHANICAL DETAILS



KEY PLAN

LEAVE BLANK - FOR CITY USE ONLY

Bildworx Design
Engineering Consulting Services
300 SE 2ND STREET, STE 600
FORT LAUDERDALE, FL 33301
PHONE: (954) 933-8246
www.bildworx.com

REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
sma@saltzmichelson.com
AA-0009976

Project No. : SMA: 2024-116
City:
Drawn By : KL
Checked By : KL
Date: 03.06.2026

INTERIOR MODIFICATIONS (UNIT 11)
AT LIBRARY SQUARE
6780 SUNSET STRIP
SUNRISE, FL 33313

SEAL

KYLE E. LORINOS LICENSE No. 80028 STATE OF FLORIDA PROFESSIONAL ENGINEER

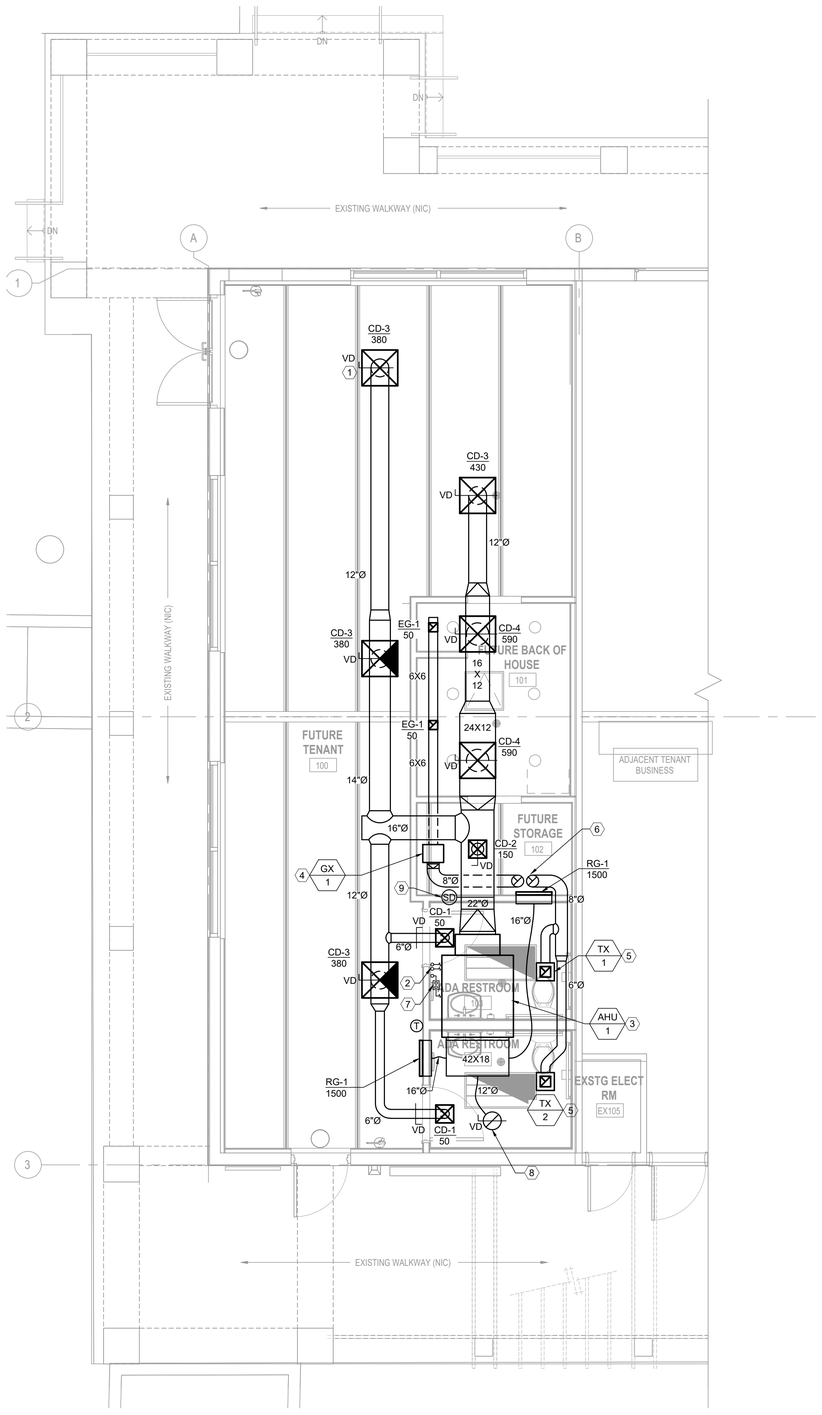
* Digitally signed by Kyle Lorinos
Date: 2026.07.07 10:53:54 -04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KYLE LORINOS ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

MECHANICAL NOTES, SPECIFICATIONS, AND LEGENDS

100% CONSTRUCTION DOCUMENTS

SHEET No.
M0



1 MECHANICAL PROPOSED PLAN

SCALE: 1/4"=1'-0"

AIR-COOLED SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE

AIR HANDLING UNIT DATA															CONDENSING UNIT DATA											
TAG	AREA SERVED	MAKE	MODEL	TOTAL COOLING CAPACITY (MBH)	SENSIBLE COOLING CAPACITY (MBH)	ELECTRIC HEATING CAPACITY (KW)	SUPPY AIRFLOW (CFM)	OA AIRFLOW (CFM)	ESP (IN. W.C.)	FAN HP	FAN FLA	MCA	MOP	VOLTAGE	WEIGHT (LBS)	TAG	MAKE	MODEL	COND FAN FLA	COMP RLA	MCA	MOP	VOLTAGE	WEIGHT (LBS)	EER	IEER	REMARKS
AHU-1	UNIT 11	TRANE	TWE090K3AAA**BC	94.1	72.7	18	3000	465	0.5	2	6.8	74.0	80	208/3/60	373	CU-1	TRANE	TTA090K3A*A**BS	2.3	27.1	38.0	60	208/3/60	363	11.5	14.8	1, 2, 3, 4, 5, 6, 7, 8, 9

REMARKS:
1. PROVIDE WITH FACTORY CONTROLS.
2. PROVIDE WITH MANUFACTURER'S HARD-WIRED WALL MOUNTED THERMOSTAT.
3. PROVIDE WITH 2 SPEED AIRFLOW.
4. ALL CONDENSATE DRAINS SHALL BE FULL SIZE OF THE DRAIN CONNECTION OR 3/4" DIAMETER, WHICHEVER IS LARGER.
5. SEE DETAILS FOR ANCHORING REQUIREMENTS FOR SUSPENDED AIR HANDLING UNITS AND ROOF MOUNTED CONDENSING UNITS.
6. PROVIDE ANTI-CORROSION COIL COATING FOR CONDENSING UNITS.
7. PROVIDE UNIT MOUNTED DISCONNECTS FOR AHU AND CU.
8. PROVIDE WITH 5 YEAR WARRANTY ON PARTS AND LABOR.
9. BALANCE SUPPLY AIRFLOWS AND OUTDOOR AIR QUANTITIES AT EACH AHU PER THIS SCHEDULE.

EXHAUST FAN SCHEDULE

TAG	AREA SERVED	MANUFACTURER	MODEL	TYPE	AIRFLOW (CFM)	ESP (IN. W.C.)	DRIVE	HP	FLA	VOLTAGE	WEIGHT (LBS)	INTERLOCK	REMARKS
TX-1	RR 103	GREENHECK	SP-B90	CEILING MOUNTED	70	0.5	DIRECT	-	0.2	115/1/60	10	LIGHT SWITCH	1, 2, 3
TX-2	RR 104	GREENHECK	SP-B90	CEILING MOUNTED	70	0.5	DIRECT	-	0.2	115/1/60	10	LIGHT SWITCH	1, 2, 3
GX-1	BACK OF HOUSE	GREENHECK	CSP-A200	INLINE	100	0.5	DIRECT	-	0.5	115/1/60	23	AHU-1	2, 3, 4

REMARKS:
1. INTERLOCK OPERATION WITH RESTROOM LIGHT SWITCH.
2. COORDINATE FINAL LOCATION WITH LIGHT FIXTURES.
3. PROVIDE WITH INTEGRAL BACKDRAFT DAMPER.
4. INTERLOCK OPERATION WITH AIR HANDLING UNIT AHU-1.

VENTILATION INDEX

UNIT	ROOM NAME	OCCUPANCY CLASSIFICATION	FLOOR AREA (SF)	OCCUPANT DENSITY (#/1000 SF)	OCCUPANTS	OA CFM/PERSON REQUIRED	OA CFM/SF REQUIRED	TOTAL OA REQUIRED	OA CFM PROVIDED
AHU-1	BACK OF HOUSE	PREP	91	20	1.8	7.5	0.12	24.6	25
	FRONT OF HOUSE	SALES	112	15	1.7	7.5	0.12	26.0	30
	FUTURE TENANT	INDOOR SEATING	575	70	40.3	7.5	0.18	405.4	410
	AHU-1 TOTAL	-	-	-	-	-	-	431	465*

NOTES:
1. VENTILATION CALCULATIONS FOR OCCUPIED SPACES BASED ON FBCM TABLE 403.3.1.1.
2. AN ASTERIX (*) INDICATES AIR QUANTITY INCLUDES MAKEUP AIR PROVIDED FOR EXHAUST AND PRESSURIZATION.

DIFFUSER AND GRILLE SCHEDULE

TAG	MAKE	MODEL	OVERALL SIZE	NECK SIZE	FINISH	MATERIAL	MOUNTING	REMARKS
CD-1	METALAIRE	CDP	12"X12"	6"	WHITE	ALUMINUM	CEILING	1, 2, 3, 4
CD-2	METALAIRE	CDP	12"X12"	8"	WHITE	ALUMINUM	DUCT	1, 2, 3, 4
CD-3	METALAIRE	CDP	24"X24"	12"	WHITE	ALUMINUM	DUCT	1, 2, 3, 4
CD-4	METALAIRE	CDP	24"X24"	15"	WHITE	ALUMINUM	CEILING	1, 2, 3, 4
EG-1	METALAIRE	RG	6"X6"	6"X6"	WHITE	ALUMINUM	CEILING	1, 2, 3, 4
RG-1	METALAIRE	RG	24"X18"	24"X18"	WHITE	ALUMINUM	SURFACE	1, 2

REMARKS:
1. COORDINATE ALL COLOR CHOICES WITH OWNER PRIOR TO ORDER OR MOUNTING.
2. CONFIRM ALL MOUNTING TYPES PRIOR TO ORDER.
3. THROW PATTERNS AS INDICATED BY ARROWS ON FLOOR PLANS.
4. PROVIDE WITH MANUFACTURER'S INTEGRAL VOLUME DAMPER.

GENERAL NOTES:

1. ALL EXISTING BUILDING COMPONENTS, EQUIPMENT, DUCTWORK, PIPING, ELECTRICAL, CONTROLS, AND APPURTENANCES IN THE AREA OF WORK SHALL BE PROTECTED FROM DAMAGE DURING ALL CONSTRUCTION ACTIVITIES.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START.
3. COORDINATE ALL MECHANICAL WORK FOR POTENTIAL CONFLICTS WITH OTHER TRADES.
4. ALL EXPOSED DUCTWORK SHALL BE DOUBLE-WALL SPIRAL ROUND DUCTWORK CONSTRUCTED OF SHEETMETAL (MINIMUM 26 GAUGE) WITH INTERNAL 1" THICK 2.0 PCF DENSITY BATT INSULATION EQUIVALENT TO R-4.2.

KEY NOTES:

1. PROVIDE MANUAL VOLUME ADJUSTMENT DAMPER FOR ALL SUPPLY DIFFUSER AND EXHAUST GRILLES.
2. 1-3/8" SUCTION AND 1/2" LIQUID REFRIGERANT LINE SET AND 3/4" CONDENSATE PUMP DISCHARGE UP TO ROOF. COORDINATE EXACT SIZES BASED ON FIELD ROUTING AND MANUFACTURER'S INSTRUCTIONS.
3. AIR HANDLING UNIT SUSPENDED ABOVE CEILING AND SUPPORTED FROM STRUCTURE. REFER TO AHU MOUNTING DETAIL FOR ADDITIONAL INFORMATION.
4. INLINE EXHAUST FAN SUSPENDED FROM STRUCTURE. REFER TO INLINE FAN MOUNTING DETAIL FOR ADDITIONAL INFORMATION.
5. CEILING MOUNTED EXHAUST FAN. REFER TO CEILING EXHAUST FAN DETIAL FOR ADDITIONAL INFORMATION.
6. 8" EXHAUST DUCTS FROM EXHAUST FANS BELOW TERMINATE ABOVE ROOF WITH PRE-MANUFACTURED ROOF CAP WITH DUCT COLLAR, SCREEN, AND BACKDRAFT DAMPER, MODEL GRV8CD AS MANUFACTURED BY MIAMI TECH INC OR EQUIVALENT.
7. PROVIDE NEW CONDENSATE PUMP FOR AHU-1, MODEL VCCA-20-P, AS MANUFACTURED BY LITTLE GIANT OR EQUIVALENT. PUMP SHALL OVERFLOW SWITCH, CHECK VALVE, AND HARD-WIRED ELECTRICAL CONNECTION. OVERFLOW SWITCH SHALL BE WIRED TO SHUT DOWN AHU-1.
8. 12" OUTSIDE AIR DUCT WITH VOLUME DAMPER UP TO GRAVITY INTAKE HOOD AT ROOF.
9. NEW DUCT-MOUNTED SMOKE DETECTOR WITH AUDIBLE & VISIBLE SIGNAL. UPON ACTIVATION OF THE SMOKE DETECTOR, AHU-1 SHALL SHUTDOWN.

Bildworx Design
Engineering Consulting Services
300 SE 2ND STREET, STE 600
FORT LAUDERDALE, FL 33301
PHONE: (954) 933-8246
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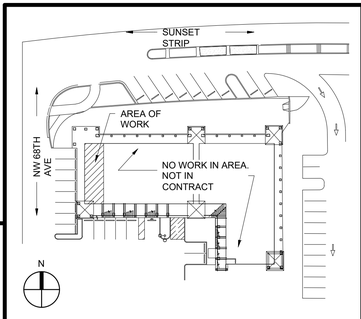

KEY PLAN

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REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
sma@saltzmichelson.com
AA-0009976

Project No. : SMA: 2024-116
City:
Drawn By : KL
Checked By : KL
Date: 03.06.2026

INTERIOR MODIFICATIONS (UNIT 11)
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6780 SUNSET STRIP
SUNRISE, FL 33313

SEAL

KYLE E. LORINOS LICENSE No. 80028 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

Digitally signed by Kyle Lorinos
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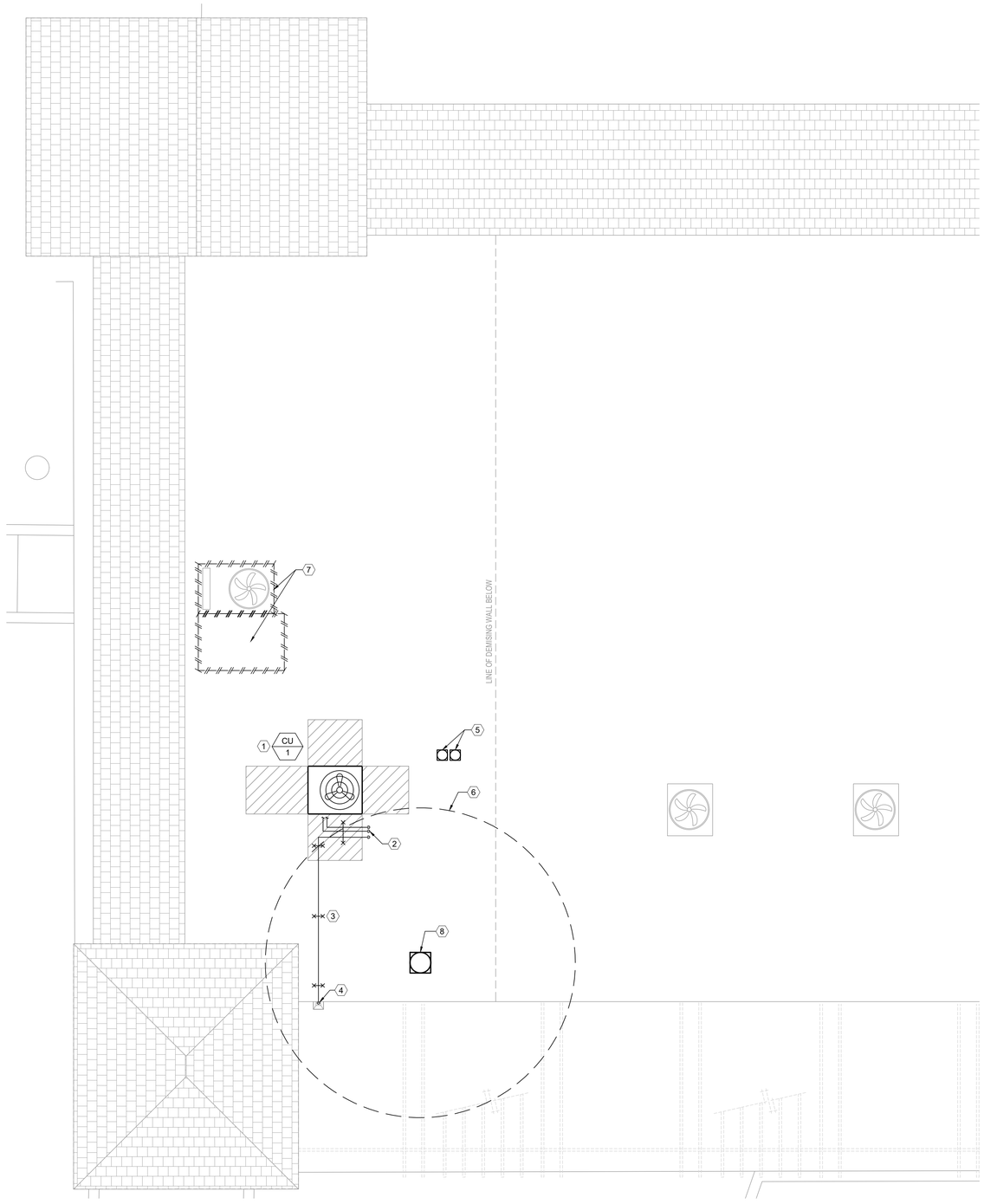
MECHANICAL PROPOSED PLAN

100% CONSTRUCTION DOCUMENTS

SHEET No.

M1



1 M2 **MECHANICAL PROPOSED ROOF PLAN**

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. ALL EXISTING-TO-REMAIN BUILDING COMPONENTS, EQUIPMENT, DUCTWORK, PIPING, ELECTRICAL, CONTROLS, AND APPURTENANCES IN THE AREA OF WORK SHALL BE PROTECTED FROM DAMAGE DURING ALL CONSTRUCTION ACTIVITIES.
2. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO START.
3. COORDINATE ALL MECHANICAL WORK FOR POTENTIAL CONFLICTS WITH OTHER TRADES.

KEY NOTES:

1. NEW CONDENSING UNIT MOUNTED ON 24"H ALUMINUM CONDENSER STAND, MODEL ASMUH AS MANUFACTURED BY MIAMI-TECH; REFER TO NOA 24-0117.04 FOR CONSTRUCTION AND INSTALLATION.
2. PROVIDE AND INSTALL 1-3/8" SUCTION LINE AND 1/2" LIQUID LINE TO CONNECT AHU TO CONDENSING UNIT. PROVIDE WITH ROOF JACK/PIPE CURB TO PROTECT ROOF PENETRATIONS AND ROOF MOUNTED PIPING SUPPORTS. SEE ROOF JACK AND PIPE SUPPORT DETAILS FOR ADDITIONAL INFORMATION. COORDINATE FINAL REFRIGERANT PIPE SIZES WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS AND FINAL ROUTING IN THE FIELD.
3. ROOF MOUNTED PIPING SUPPORTS. SEE PIPE SUPPORT DETAILS FOR ADDITIONAL INFORMATION.
4. 3/4" CONDENSATE PUMP DISCHARGE SHALL GO UP TO ROOF AND TERMINATE AT EXISTING DOWNSPOUT SCUPPER. HORIZONTAL PIPING SHALL MAINTAIN CONTINUOUS PITCH OF 1/8" PER FOOT TOWARD TERMINATION.
5. 8" EXHAUST DUCTS FROM EXHAUST FANS BELOW TERMINATE ABOVE ROOF WITH PRE-MANUFACTURED ROOF CAP WITH DUCT COLLAR, SCREEN, AND BACKDRAFT DAMPER, MODEL GRV8CD AS MANUFACTURED BY MIAMI TECH INC OR EQUIVALENT.
6. DASHED CIRCLE INDICATE 10'-0" CLEARANCE REQUIRED BETWEEN AHU/RTU OUTSIDE AIR INTAKES AND ANY VENT OR EXHAUST DISCHARGE.
7. EXISTING ROOFTOP AC UNIT AND ASSOCIATED DUCTWORK PREVIOUSLY SERVING UNIT 11 SHALL BE REMOVED IN ITS ENTIRETY. EXISTING ROOF CURB SHALL REMAIN. PROVIDE NEW INSULATED CURB CAP AND SEAL WATERTIGHT.
8. GRAVITY AIR INTAKE VENTILATOR WITH INTEGRAL BACKDRAFT DAMPER AND INSECT SCREEN, MODEL FGI-14X14 AS MANUFACTURED BY GREENHECK; REFER TO NOA 23-1122.03 FOR INSTALLATION. VENTILATOR IS CONNECTED TO OUTSIDE AIR DUCTWORK SERVING AHU-1.

Bildworx Design
Engineering Consulting Services
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FORT LAUDERDALE, FL 33301
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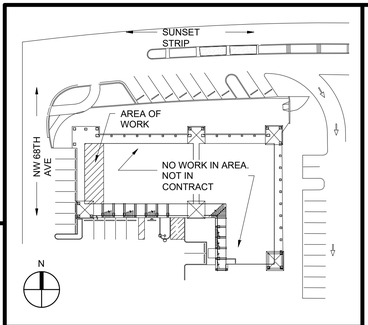

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MECHANICAL PROPOSED ROOF PLAN

100% CONSTRUCTION DOCUMENTS

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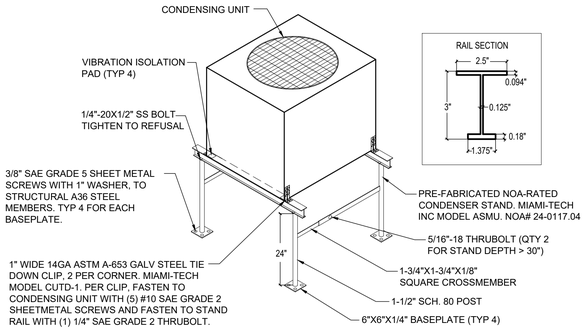
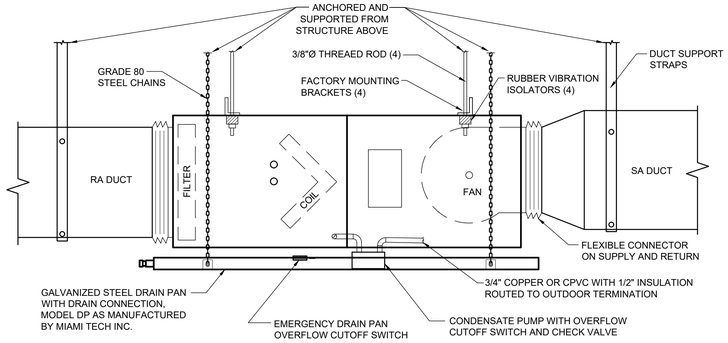
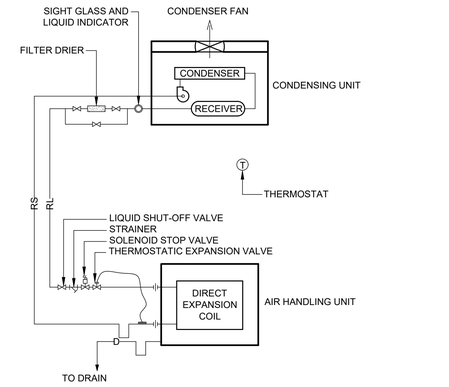
M2



CONDENSING UNIT STAND DETAIL



SUSPENDED AHU DETAIL

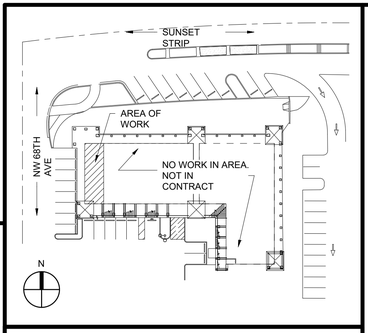


DX AIR-COOLED SPLIT SYSTEM CONNECTION DETAIL

ROOF VENT CAP DETAIL

PIPE CURB DETAIL

ROOF PIPE SUPPORT DETAIL



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MECHANICAL DETAILS

100% CONSTRUCTION DOCUMENTS

SHEET No.

M3

GENERAL NOTES (INSTALLATION)

1. ALL HOLES CREATED IN CEILING, PARTITIONS, ETC. AS A RESULT OF DEMOLITION SHALL BE PATCHED BACK TO MAINTAIN THE EXISTING FIRE AND SMOKE INTEGRITY.
2. SLEEVE AND FIRE STOP PENETRATIONS OF RATED WALLS, FLOORS, CEILINGS AND ROOFS. FLASH AND COUNTER FLASH ALL ROOF PENETRATIONS.
3. ALL HORIZONTAL SANITARY PIPING SHALL SLOPE AT ¼" PER FOOT MINIMUM FOR 3" AND LARGER AND AT ½" SLOPE FOR 2 ½" PIPES AND SMALLER. UNLESS OTHERWISE STATED.
4. DISTANCE OF TRAP FROM VENT. EACH FIXTURE TRAP SHALL HAVE A PROTECTING VENT LOCATED SO THAT THE SLOPE AND THE DEVELOPED LENGTH IN THE FIXTURE DRAIN FROM THE TRAP WEIR TO THE VENT FITTING ARE WITHIN THE REQUIREMENTS SET IN TABLE 909.1 (FBC-PLUMBING).
5. THERE SHALL BE NO LENGTH GREATER THAN 2' FROM THE VENT CONNECTION FOR ANY FUTURE DRAIN OUTLETS.
6. EVERY DRY VENT CONNECTING TO A HORIZONTAL DRAIN SHALL CONNECT ABOVE THE CENTERLINE OF THE HORIZONTAL PIPE FBC 905.3.
7. WHERE CONNECTION TIES INTO HORIZONTAL SANITARY STACK THE CONNECTION SHALL BE A MINIMUM OF 10X THE STACK DIAMETER DOWNSTREAM OF THE VERTICAL TO HORIZONTAL TRANSITION. UNLESS OTHERWISE STATED.
8. SANITARY TEE CAN BE USED ONLY IN THE VERTICAL POSITION. TEE-WYE CAN BE USED FOR HORIZONTAL POSITION AND VENTING ONLY. DO NOT USE QUARTER BEND HEEL OR SIDE FITTINGS WHEN CONNECTING TO A WATER CLOSET AS PER FPC 706.4.
9. SHORT TURN FITTINGS SHOULD NEVER BE INSTALLED ON HORIZONTAL PIPING, BUT MAY BE USED VERTICALLY WHEN TRANSFERRING TO A HORIZONTAL.
10. SANITARY WASTE AND VENT PIPING SHALL BE INSTALLED W/NO-HUB JOINTS.
14. SLEEVING: PIPES PASSING THROUGH CONCRETE, CINDER OR OTHER CORROSIVE MATERIAL SHALL BE PROTECTED AGAINST EXTERNAL CORROSION BY A PROTECTIVE SHEATHING OR WRAPPING AS PER THE FBC 305.1.
15. SLEEVING: ANY PIPE PASSING THROUGH OR UNDER A FOUNDATION WALL OR FOOTER SHALL BE PROVIDED WITH A WITH A PIPE SLEEVE TWO PIPE SIZES GREATER THAN THE UTILITY PIPE PASSING THROUGH.
16. CONTRACTOR TO PROVIDE SHUT-OFF VALVES ON ALL HOT AND COLD WATER LINES AT CONNECTION TO MAIN LINES.
17. UNDER GROUND WATER PIPING SHALL BE 5' MINIMUM AWAY FROM SANITARY PIPING. WHERE WATER LINE AND SANITARY LINE CROSS, WATER SHALL BE INSTALLED MINIMUM OF 12" ABOVE SANITARY AND SHALL BE EITHER SCHEDULE 40 PVC OR DOUBLE WALLED PIPING.
18. CONTRACTOR SHALL CONNECT WATER AND WASTE TO EQUIPMENT FURNISHED BY OTHERS AS INDICATED ON DRAWINGS. ALL FIXTURES TO BE PROTECTED AGAINST WATER HAMMER BY SHOCK ARRESTERS.
19. ALL PIPING BEING INSTALLED WITHIN A PLENUM/WALLS/CHASE OR OPENING THAT IS EXPOSED TO PLENUM ARE TO BE PLENUM RATED. IN THE EVENT THAT THERE IS EXISTING PIPING WITHIN A PLENUM CONTRACTOR SHALL FIRE WRAP OR USE OTHER MEANS TO MAKE THE PIPING PLENUM RATED. FIRE CAULK AT PIPING PENETRATIONS SHALL ALSO BE PROVIDED TO MAINTAIN PLENUM RATING.
20. SLEEVE ALL SOFT COPPER PENETRATIONS THROUGH RATED PENETRATIONS AND FIRESTOP.
21. NO PIPING OVER ELECTRICAL EQUIPMENT. ENGINEER SHALL BE IMMEDIATELY NOTIFIED IF THIS OCCURS.
22. PROVIDE ACCESS PANELS TO ALL VALVES, HAMMER ARRESTORS AND STUDOR VENTS LOCATED WITHIN CHASES OR NON-ACCESSIBLE CEILINGS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES.
23. COMPATIBLE UNLEADED SOLDER AND DIELECTRIC FITTINGS AS REQUIRED. DIELECTRIC FITTINGS TO BE PROVIDED AT CONNECTIONS BETWEEN TWO DIFFERENT TYPES OF METAL PIPING.
24. FIXTURES SHALL BE COMPLETE WITH DRAINS, TRAPS, ¼ TURN VALVES, BRAIDED SUPPLY HOSE AND ANY OTHER ACCESSORY REQUIRED.
25. COLD OR TEMPERED WATER (85-110degF) SHALL BE DELIVERED FORM LAVATORIES AND GROUP WASH FIXTURES LOCATED IN PUBLIC TOILET FACILITIES PROVIDED FOR CUSTOMERS, PATRONS AND VISITORS. IF TEMPERED WATER IS DELIVERED IT SHALL BE THROUGH AN APPROVED WATER-TEMPERATURE LIMITING DEVICE THAT CONFORMS TO ASSE 1070 OR CSA B125.3. FPC (2023) 419.5.
26. PROVIDE CLEANOUTS IN ACCORDANCE WITH THE FBC (PLUMBING).
27. EXTERIOR CLEAN OUTS SHALL BE MARKED AND TERMINATED UP TO GRADE. COVER SHALL BE INCLUDED.
28. PROVIDE TRAP PRIMER CONNECTION TO ALL FLOOR DRAINS.
29. CONTRACTOR SHALL PROVIDE NEW VALVES FOR EXISTING VALVES THAT ARE NOT CLOSING WHEN CONNECTING TO EXISTING PIPING IN BID.
30. CONTRACTOR SHALL PROVIDE STOP VALVES BEFORE ALL OPERATING HANDLES AND FAUCETS, WHERE REQUIRED.
31. INSULATION: HOT WATER AND HOT WATER RETURN PIPING SHALL BE INSTALLED WITH 1" MIN. (FBC-ENERGY TABLE C403.2.10) THICK FIBERGLASS INSULATION WITH VAPOR BARRIER JACKET, FLAME SPREAD OF 25 OR LESS, SMOKE DEVELOPED RATING OF LESS THAN 50, OWENS CORNING OR APPROVED EQUAL.
32. INSULATION: ALL STORM WATER HORIZONTAL PIPING, OFFSETS AND ROOF DRAIN BODIES THAT ARE INSTALLED WITHIN CONDITIONED SPACES (ABOVE CEILING INCLUDED) SHALL BE INSULATED TO PREVENT CONDENSATION, 1" MINIMUM THICKNESS CLOSED CELL INSULATION.
33. LABELING: WHEN PIPING IS EXPOSED, CONTRACTOR SHALL PROVIDE PIPE LABELING EVERY 10'-0".
34. LABELING: IDENTIFY EACH VALVE OR CONTROL DEVICE WITH A PERMANENT, ENGRAVED, BRASS OR PLASTIC VALVE TAG. FOR PLASTIC NAMEPLATE ENGRAVE WITH HIGH WHITE CHARACTERS ON A BLACK OR BLUE BACKGROUND. HANG NAMEPLATES FROM VALVE.

GENERAL NOTES (MATERIAL)

1. PIPING MATERIALS:
   - a. SANITARY, DRAINAGE, WASTE, AND VENT:
     - a.a. UNDER GRADE: SCH. 40 PVC SOLID WALL (MIN.). FOAM CORE AND GREEN "3034" PVC PIPE WILL NOT BE ACCEPTED.
     - a.b. ABOVE GRADE: SCH. 40 CAST IRON (MIN.) HUB-LESS CONNECTION; FOR SPECIAL APPLICATIONS SCH. 40 PVC SOLID WALL (MIN.) CAN BE APPROVED IF REQUESTED AND REQUIRED BUT WILL NOT BE ALLOWED FOR INSTALLATION IN PLENUM SPACE.
   - b. DOMESTIC WATER PIPING:
     - b.a. UNDER GRADE: COPPER PIPE, TYPE "K" WITH BRAZED JOINTS AND FITTINGS.
     - b.b. ABOVE GRADE: COPPER PIPE, TYPE "L" WITH BRAZED, SOLDERED OR PRESS-FIT JOINTS AND FITTINGS. TYPE "L" WITH BRAZED, SOLDERED OR PRESS-FIT JOINTS AND FITTINGS IN CONCEALED SPACES. ISOLATE PIPING FROM CONCRETE WITH INSULATING MATERIAL.
     - b.c. PROVIDE BALL TYPE SHUT OFF VALVES AT MAIN SUPPLY.
     - b.d. PROVIDE ½ TURN BALL VALVES AT FIXTURES.
     - b.e. PROVIDE TYPE "K" PIPING FOR METER TO MAIN SOV WHETHER ABOVE OR BELOW GROUND.
   - c. DOMESTIC HOT WATER PIPING:
     - c.a. UNDER GRADE: COPPER PIPE, TYPE "K" WITH BRAZED JOINTS AND FITTINGS. PROVIDE IN PRE-INSULTED PIPING.
     - c.b. ABOVE GRADE: COPPER PIPE, TYPE "L" WITH BRAZED, SOLDERED OR PRESS-FIT JOINTS AND FITTINGS. TYPE "L" WITH BRAZED, SOLDERED OR PRESS-FIT JOINTS AND FITTINGS IN CONCEALED SPACES. ISOLATE PIPING FROM DIRECT CONTACT WITH CONCRETE AND INSULATING MATERIAL FOR HOT WATER AND HOT WATER RETURN PIPING.
     - c.c. PROVIDE BALL TYPE SHUT OFF VALVES AT MAIN SUPPLY.
     - c.d. PROVIDE ½ TURN BALL VALVES AT FIXTURES
   - d. DOMESTIC WATER PIPING SYSTEM:
     - d.a. PROVIDE WATER HAMMER ARRESTERS ON DISTRIBUTION PIPING.
     - d.b. PROVIDE INSULATION ON HOT WATER AND HOT WATER RETURN PIPING PER FBC (ENERGY) TABLE C403.2.10 AND R403.5.3. FIBERGLASS, ARMAFLEX OR CLOSED CELL INSULATION (DEPENDING ON LOCATION), WITH SELF SEALING JACKET.
   - e. CONDENSATE PIPE:
     - e.a. COPPER TYPE "DWV OR M" ABOVE SLAB ON GRADE. SCH. 40 PVC MAY BE USED WHEN NOT BEING INSTALLED IN A PLENUM.
     - e.b. INSULATE PIPING WITH ½" (MIN.) ELASTOMERIC SELF SEALING JACKET INSULATION.
   - f. GENERAL PIPING REQUIREMENTS:
     - f.a. PIPING IN PLENUMS SHALL BE CAST IRON OR FIRE RATED.
     - f.b. PIPES SHALL BE INSTALLED IN ACCORDANCE WITH FLORIDA BUILDING CODE, LOCAL CODES/STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.
     - f.c. PREVENT FOREIGN MATTER FROM ENTERING PIPE DURING AND AFTER INSTALLING PIPE. PLUG END OF PIPES FOR OVERNIGHT OR EXTENDED PERIODS.
     - f.d. SHARKBITE PIPING AND FITTINGS SHALL NOT BE INSTALLED ON PROJECT.
   - g. FUEL/GAS PIPING
     - g.a. METALLIC GAS PIPING SHALL BE PAINTED WITH YELLOW RUST INHIBITOR PAINT WHEN PIPING IS EXPOSED TO THE ELEMENTS.
     - g.b. POLYETHYLENE UNDERGROUND PIPING SHALL HAVE BURIAL TAPE & WIRE INSTALLED ABOVE PIPING.
3. VALVES: DOMESTIC WATER VALVES SHALL BE OF BRONZE BODY, SWEAT ENDS.
4. HOT WATER HEATER:
   - a. WATER HEATERS MUST MEET FLORIDA ENERGY CONSERVATION CODE MINIMUM EFFICIENCIES.
   - b. ALL WATER HEATERS SHALL MEET THE STANDARDS OF THE LATEST ENERGY EFFICIENCY CODE.
   - c. INSTALL HOT WATER DRAIN PAN TO SANITARY OR EXTERIOR OF BUILDING PER FPC SECTION 504.

GENERAL NOTES (ADMINISTRATIVE)

1. THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES IN EFFECT : N.F.P.A., FBC, ALL LOCAL CODES, RULES AND ORDINANCES INCLUDING ALL AMENDMENTS.
2. REFER TO ALL DRAWINGS FOR COORDINATION OF THE PLUMBING WORK. THEY ARE DIAGRAMMATIC IN NATURE. DO NOT SCALE. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT DIMENSIONED LOCATION OF EQUIPMENT AND CONFIRM WITH OWNER'S REPRESENTATIVE AND/OR ARCHITECT ALSO USING THE MANUFACTURER'S REQUIREMENTS. DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ALL OTHER TRADES PLANS. THE FOLLOWING DRAWINGS ARE TO BE CONSIDERED ONE PART OF A SET OF DOCUMENTS.
3. ALL EXISTING LOCATIONS ARE TAKEN FROM EXISTING DRAWINGS AND KNOWN FIELD CONDITIONS. IT SHALL BE WITHIN THE CONTRACTOR'S SCOPE OF WORK TO VERIFY FIELD DIMENSIONS OF EXISTING EQUIPMENT OR SYSTEMS PRIOR TO DEMOLITION OR FABRICATION OF NEW WORK WHICH IS TO BE CONNECTED TO THE EXISTING. CONTRACTOR SHALL MAKE OFFSETS AS REQUIRED IN NEW AND/OR EXISTING PIPING AND CONDUIT TO ACCOMMODATE THE NEW WORK.
4. REFER TO ARCHITECTURAL DRAWINGS FOR FIXTURE LOCATIONS AND MOUNTING HEIGHTS.
5. CONTRACTOR TO FIELD VERIFY EXACT SIZES AND LOCATIONS OF EXISTING PIPING WITHIN AREAS OF SCOPE PRIOR TO CONSTRUCTION. ANY PIPING WHICH MUST REMAIN AS PART OF AN ACTIVE SYSTEM AND IS IN CONFLICT WITH THE NEW LAYOUT, NEW LAYOUT SHALL BE RELOCATED AT NO ADDITIONAL COST OVER THE CONTRACT AMOUNT.
6. ARCHITECTURAL AND/OR ENGINEERING EXPENSES THAT ARE INCURRED DUE TO REVISIONS OR SUBSTITUTIONS REQUESTED BY THE CONTRACTOR SHALL BE PAID FOR BY THE CONTRACTOR.
7. ALL PIPING CONNECTIONS INCLUDING BUT NOT LIMITED TOO OFFSETS, BENDING AND TRANSITIONS WILL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
8. CONTRACTOR TO NOTIFY ENGINEER IF EXISTING PIPING DIFFERS FROM DRAWINGS.
9. CONTRACTOR SHALL ARRANGE AND PAY FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTS. OBTAIN THE REQUIRED CERTIFICATES AND PRESENT TO OWNER.
10. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING, ORDERING, FABRICATION OR INSTALLATION OF MATERIALS OR EQUIPMENT.
11. ALL DOWN TIME TO BE COORDINATED WITH OWNER IN WRITING. ALL DOWN TIME WORK SHALL BE PERFORMED AS DIRECTED BY THE OWNER.
12. THE WORK THAT IS TO BE DONE UNDER THIS CONTRACT INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT, PERMITS, FEES, INSPECTIONS, TESTS AND INSURANCE, REQUIRED FOR THE COMPLETION OF THE SYSTEMS AS SHOWN ON THE DRAWINGS AND/OR LISTED BELOW. CONTRACTOR SHALL VISIT THE SITE PRIOR TO THE BIDDING AND FAMILIARIZE THEMSELVES WITH EXISTING EQUIPMENT, SYSTEMS AND BUILDING STRUCTURE.
13. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF SANITARY, STORM, DOMESTIC WATER, AND CONDENSATE PIPING BEFORE STARTING ANY WORK. NOTIFY ARCHITECT/ENGINEER OF ANY DEVIATIONS FROM DESIGN DRAWINGS.
14. ALL WORK SHALL BE COORDINATED WITH EXISTING TRADES AND IN STRICT COMPLIANCE WITH ALL APPLICABLE CODES AND STANDARDS.
15. ALL MATERIAL, EQUIPMENT, AND APPARATUS SHALL BE NEW, EXCEPT WHEN CALLED FOR AS BEING REUSED OR FURNISHED BY OTHERS. ALL MATERIAL SHALL BE APPROVED BY THE ARCHITECT/ENGINEER BEFORE INSTALLATION.
16. SHOP DRAWINGS: CONTRACTOR SHALL REVIEW SUB SUBMITTALS PRIOR TO SUBMITTING SHOP DRAWINGS FOR APPROVAL. A MINIMUM OF 5 COPIES OF FULLY DESCRIPTIVE, LITERATURE, INCLUDING BUT NOT LIMITED TO: WATER HEATERS, AND PLUMBING FIXTURES. NO WORK SHALL PROCEED WITHOUT THE APPROVAL OF THESE SUBMITTALS. MORE THEN TWO REVIEWS DUE TO OMISSION OR ERROR, OF THE SAME SUBMISSION MAY INCUR COSTS TO THE CONTRACTOR.
17. IN THE EVENT A BEAM SLEEVE PENETRATION IS REQUIRED, COORDINATE PENETRATIONS WITH ALL TRADES, THE ARCHITECT AND THE STRUCTURAL ENGINEER.
18. ALL PRODUCTS SHALL BE MANUFACTURED WITHIN THE UNITED STATES WHERE POSSIBLE. PIPING AND RAW MATERIALS WITH ORIGINS OUTSIDE OF THE UNITED STATES SHALL BE IDENTIFIED AS PART OF THE BID. PIPING, BOLTS, FITTINGS & MISCELLANEOUS METAL PRODUCTS ORIGINATING FROM OUTSIDE THE USA MUST BE IDENTIFIED.
19. PRODUCTS USED FOR THIS PROJECT SHALL COMPLY WITH APPLICABLE UNITED STATES STANDARDS. COMPLIANCE WITH A FOREIGN STANDARD AS AN ALTERNATE SHALL NOT BE ACCEPTED.
20. GUARANTEE: THE COMPLETED INSTALLATION SHALL BE FULLY GUARANTEED AGAINST DEFECTIVE MATERIALS &/OR IMPROPER WORKMANSHIP FOR A MINIMUM OF ONE YEAR FOR MATERIAL & LABOR.

DEMOLITION NOTES

1. CONTRACTOR SHALL REMOVE EXISTING SERVICES SUCH AS WATER, WASTE, VENT, FUEL AND MEDICAL GAS PIPING, SERVING FIXTURES AND/OR CONNECTIONS TO EQUIPMENT WHICH IS TO BE REMOVED, OR RELOCATED AS INDICATED ON DRAWINGS. SEAL AND CAP SERVICES BACK TO MAIN SERVICE LINES.
2. ALL DEMOLITION WORK SHALL BE SCHEDULED WITH OWNER TO MINIMIZE DISRUPTION OF SERVICES AND PROVIDE FOR THE UNINTERRUPTED FUNCTIONING OF THE BUILDING AREA.
3. CONTRACTOR SHALL DISPOSE OF DEMOLITION MATERIAL OUTLINED IN THE DRAWINGS PROPERLY OFF SITE IN AN EXPEDITIOUS MANNER. ALL ITEMS LISTED FOR DEMOLITION ARE TO BE REMOVED, NO ITEM IS TO BE ABANDONED, UNLESS OTHERWISE NOTED.
4. EXISTING PLUMBING FIXTURES AND RELATED ITEMS WHICH ARE TO BE REMOVED, SHALL BE TURNED OVER TO THE OWNER. ITEMS THAT THE OWNER WISHES TO RETAIN SHALL BE DELIVERED TO STORAGE AS DIRECTED BY OWNER. ITEMS THAT THE OWNER DOES NOT WISH TO RETAIN SHALL BE DISPOSED OF LEGALLY.
5. EXISTING FIXTURES, EQUIPMENT, SERVICES, AND CONNECTIONS TO REMAIN AS IS UNLESS OTHERWISE NOTED. IF SUCH ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE REWORKED OR REPLACED AS REQUIRED TO PROVIDE ORIGINAL OPERATION.
6. PENETRATIONS OR OPENINGS FROM REMOVED PIPES THROUGH EXISTING WALLS SHALL BE PATCHED TO MATCH THE EXISTING STRUCTURE. SEE ARCHITECTURAL DRAWINGS FOR FINAL FINISHES. PENETRATIONS AND OPENINGS SHALL BE PATCHED, TO MAINTAIN THE EXISTING FIRE AND SMOKE INTEGRITY.
7. CONTRACTOR SHALL EXERCISE CAUTION DURING THE DEMOLITION OR REMOVAL OF ANY ITEMS SO AS NOT TO JEOPARDIZE THE SUSTAINABILITY OR INTEGRITY OF ANY WALL, CEILINGS OR STRUCTURAL REMAINS.
8. CONTRACTOR SHALL COORDINATE INTERRUPTION OF EXISTING SERVICES; WATER, WASTE, VENT, FUEL AND MEDICAL GASES WITH OWNER, BEFORE ANY CONSTRUCTION.
9. EXISTING FIXTURES, EQUIPMENT CONNECTIONS, AND SERVICES SUCH AS; WATER, WASTE, VENT, FUEL AND MEDICAL GAS SERVICES, SHALL BE FIELD VERIFIED FOR SIZE, MATERIAL AND EXACT LOCATIONS. EXISTING INFORMATION SHOWN WAS TAKEN FROM EXISTING DRAWINGS, IT WILL BE WITHIN THE CONTRACTOR'S SCOPE OF WORK TO MAKE ALL NECESSARY OFFSETS. IF DEVIATIONS ARE FOUND, CONTRACTOR SHALL BRING THEM TO THE ARCHITECT'S ATTENTION FOR COORDINATION.
10. REMOVE EXISTING STACKS AND RISERS LOCATED IN EXISTING PARTITIONS TO BE DEMOLISHED AND PROVIDE NEW OFF-SET AT CEILING AND DROP THROUGH FLOOR AND RECONNECT TO EXISTING SERVICES AT THE FLOOR BELOW.
11. ALL EXISTING NON-REUSED MATERIALS AND EQUIPMENT TO BE TURNED OVER TO THE OWNER.
12. WHERE EXISTING PIPING IS REMOVED OR DAMAGED; THE REPLACEMENT PIPING SHALL BE OF EQUAL OR BETTER QUALITY.
13. WHERE DEMOLITION WOULD AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY FIELD CONDITION WHICH WOULD PRESENT A HAZARDOUS CONDITION TO THE STRUCTURE OR ITS OCCUPANTS BEFORE PROCEEDING. DO NOT PERFORM STRUCTURAL DEMOLITION UNTIL APPROVED MEANS OF SUPPORT IS INSTALLED.
14. CONTRACTOR SHALL PROVIDE MEANS OF PREVENTING DUST FROM DEMOLITION AND CONSTRUCTION ACTIVITIES PENETRATING OCCUPIED AREAS. DEBRIS SHALL BE PROMPTLY REMOVED FROM THE BUILDING AND SITE AND DISPOSE OF IN A LEGAL APPROVED MANNER. SURFACES IN THE CONSTRUCTION AT THE END OF EACH WORK DAY. SURFACES IN ADJOINING AREAS WHICH BECOME DUST LADEN SHALL BE THOROUGHLY CLEANED.
15. NOT ALL ITEMS TO BE DEMOLISHED ARE SHOWN ON THE DRAWINGS PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A WALK-THRU OF THE PROJECT PRIOR TO SUBMITTING A BID IN ORDER TO IDENTIFY POSSIBLE CRITICAL ITEMS WHICH ARE NOT OR INCORRECTLY ADDRESSED, REQUIRING CLARIFICATION.
16. FAILURE OF BIDDERS TO MAKE REQUIRED VISITATIONS AND/OR INVESTIGATIONS TO INFORM THEMSELVES FULLY OF EXISTING CONDITIONS AND TO INCLUDE IN THEIR PROPOSALS A SUM SUFFICIENT TO COVER ALL POSSIBLE FIELD CONDITIONS, WILL NOT IN ANYWAY ENTITLE THEM TO ANY EXTRA CHARGES OVER AND ABOVE THE AGREED UPON AMOUNT.
17. CONTRACTOR SHALL PROVIDE DURING DEMOLITION OPERATIONS ALL SAFETY MEASURERS AND FEATURES AS REQUIRED BY THE APPLICABLE CODES, RULES AND REGULATIONS HAVING JURISDICTION OVER THE PROJECT.
18. ALL PRECAUTIONS SHALL BE TAKEN REQUIRED TO PROTECT ALL UNDERGROUND OR OTHER CONCEALED UTILITIES. CONTRACTOR SHALL INSPECT CEILINGS AND CHASES TO ASSURE PROPER IDENTIFICATION OF EXISTING UTILITIES PRIOR TO CUTTING, PATCHING, CAPPING, ETC., AS REQUIRED.
19. CONTRACTOR SHALL PROTECT FROM DAMAGE ALL EXISTING FINISHES AND CONSTRUCTION NOT SCHEDULED FOR DEMOLITION.
20. ALL DRAWINGS AND TRADES SHALL BE REFERENCED BEFORE DEMOLITION CONSTRUCTION SHALL BEGIN TO ENSURE UNDERSTANDING THE TOTALITY OF THE PROJECTS SCOPE.
21. ANY UTILITIES LINES THAT ARE BROKEN OR DAMAGED DURING DEMOLITION OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL CHARGE TO THE CONTRACT PRICE OR SHALL BE REPAIRED BY THE OWNER AT THE CONTRACTOR'S EXPENSE.

PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	MAX FLOW (GPM/GPF)	HOT WATER (INCH)	COLD WATER (INCH)	SANITARY (INCH)	MAKE	MODEL	MBTU	NOTES / ACCESSORIES
FD	FLOOR DRAIN	2	----------	----------	----------	2	JAY R. SMITH	2005	PROVIDE TRAP PRIMER CONNECTION, HEEL PROOF GRATE, AND SEDIMENT BUCKET. TRAP PRIMER SUPPLIED FROM WATER SAVER OR PRESSURE DIFFERENTIAL.
SINK-FS	SINK (FLOOR SINK)	1	---------	---------	---------	3"	ZURN	Z1910 (8x8")	PROVIDE 1/2 GRATE WITH SEDIMENT BUCKET, DOME STRAINER AND TRAP PRIMER CONNECTION
LAV	LAVATORY	1.5	1/2	1/2	1-1/2	----------	----------	----------	MAKE, MODEL, FIXTURE AND ACCESSORIES TO BE SELECTED BY ARCHITECT AND OWNER
WC	WATER CLOSET (TOILET)	1.28	----------	1/2	3	----------	----------	----------	MAKE, MODEL, FIXTURE AND ACCESSORIES TO BE SELECTED BY ARCHITECT AND OWNER

ELECTRIC TANKLESS HOT WATER HEATER SCHEDULE

MARK	HEATING CAP. (KW)	VOLT/AMP/PH	MAX TEMP (deg F)	EF	ACTIVATE (GPM)	MANF.	MODEL	ACCESSORIES
TWH-1	2.5	**208/ 12 / 1**	110	0.99	0.2	CHRONOMITE	CMI-12L/208 INTEGRATED TMV	PROVIDE: ISOLATION BALL VALVES ON IN AND OUT PORTS AND INVIzIBLE BOX WITH DISCONNECT.

PLUMBING SYMBOLS

FOR REFERENCE AND MAY NOT APPEAR IN PROJECT

SYMBOL	DESCRIPTION
	DOMESTIC COLD WATER SUPPLY
	DOMESTIC HOT WATER SUPPLY (120°F UNLESS OTHERWISE NOTED)
	HOT WATER RE-CIRCULATION
	SANITARY (WASTE) PIPING
	SANITARY VENT PIPING
G	GAS LINE PIPING
SD	STORM DRAIN
GW	GREASE WASTE PIPING
RWL	RAIN WATER LEADER (STORM WATER)
	CONDENSATE DRAIN PIPING
X	DEMOLITION
EX CWS	EXISTING COLD WATER SUPPLY
EX HWS	EXISTING HOT WATER SUPPLY
EX SAN	EXISTING SANITARY (WASTE) PIPING
EX GAS	EXISTING GAS LINE PIPING
EX SD	EXISTING STORM DRAIN
EX GW	EXISTING GREASE WASTE PIPING
EX CD	EXISTING CONDENSATE PIPING
	PIPING TO BE ELECTRICALLY HEAT TRACED
	CONNECT NEW TO EXISTING
	SLEEVED PENETRATION
AQ	AQUASTAT
OR	CHECK VALVE
OR	SHUT OFF VALVE
	DRAIN W/ P-TRAP
	FLOOR DRAIN (ALL TYPES) (SPECIFY)
OR	WALL CLEANOUT
OR	FLOOR OR GRADE CLEANOUT
OR	WATER HAMMER ARRESTER
	UNION
	VENT THROUGH ROOF
	HOT WATER RE-CIRCULATION PUMP
OR	FLOOR DRAIN W/TRAP PRIMER CONNECTION
OR OR	GAS REGULATOR
	GAS DIRT LEG
	FLOOR SINK
	HOSE BIBB OR WALL HYDRANT
	AIR ADMITTANCE VALVE
OR	THERMOSTATIC MIXING VALVE
	GAS VALVE, REGULATOR & METER
	GAS SOLENOID INTERLOCKING VALVE
OR	BALL VALVE

ABBREVIATIONS

FOR REFERENCE AND MAY NOT APPEAR IN PROJECT

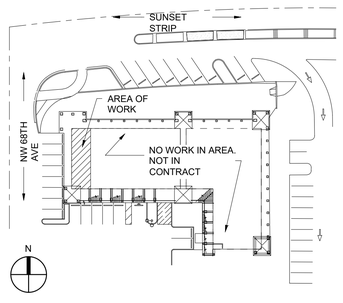
AAV	AIR ADMITTANCE VALVE
ABV	AUTO BALANCING VALVE
AD	AREA DRAIN
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AP	ACCESS PANEL
AVB	ATMOS. VACUUM BREAK
BT	BATHTUB
BFF	BELOW FINISH FLOOR
BFPV	BACK FLOW PREVENTER
CD	CONDENSATE
CO	CLEAN OUT
CW	COLD WATER
CWS	COLD WATER SUPPLY
DCIP	DUCTILE CAST IRON PIPE
DF	DRINKING FOUNTAIN
DW	DISHWASHER
DWG	DRAWING
DWV	DRAIN WASTE VENT
ECO	EXTERIOR CLEAN OUT
EWC	ELECTRIC WATER COOLER
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
FS	FLOOR SINK
HB	HOSE BIBB
HW	HOT WATER
HWCP	HOT WATER CIRC. PUMP
HWH	HOT WATER HEATER
HWS	HOT WATER SUPPLY
I.E.	INVERT ELEVATION
JS	JANITOR SINK
KS	KITCHEN SINK
LAV	LAVATORY
LF	LINEAR FOOT
NTS	NOT TO SCALE
PT	PRESSURE TANK
REF	REFRIGERATOR
RR	RESTROOM
SHD	SHOWER DRAIN
SHR	SHOWER HEAD & BODY
SOV	SHUT OFF VALVE
TMV	THERMOSTATIC MIX VALVE
TP	TRAP PRIMER
TWH	TANKLESS WATER HEATER
WC	WATER CLOSET (TOILET)
WCO	WALL CLEAN OUT
WH	WALL HYDRANT
WHA	WATER HAMMER ARRESTOR
WM	WASHING MACHINE
UG	UNDERGROUND
UR	URINAL
VIF	VERIFY IN FIELD
VTR	VENT THROUGH ROOF

PLUMBING SHEET INDEX

P0	PLUMBING SCHEDULES & GENERAL NOTES
DP1	PLUMBING DEMO FLOOR PLAN
P1	PLUMBING NEW SANITARY FLOOR PLAN
P2	PLUMBING NEW DOMESTIC WATER FLOOR PLAN
P6	PLUMBING DETAILS
P8	PLUMBING ISOMETRIC PLAN

APPLICABLE CODES

2023 FLORIDA BUILDING CODE 8TH EDITION (BUILDING)
2023 FLORIDA BUILDING CODE 8TH EDITION (ENERGY)
2023 FLORIDA BUILDING CODE 8TH EDITION (PLUMBING)



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REVISIONS:

SALTZ MICHELSON ARCHITECTS
3501 Griffin Road
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx:(954) 266-2701
sma@saltzmichelson.com
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BEAU CHANT C GALLO LICENSE No. 87310 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Beau Chant Gallo
Date: 2026.07.07 08:46:57-04'00'

PLUMBING SCHEDULE AND GENERAL NOTES

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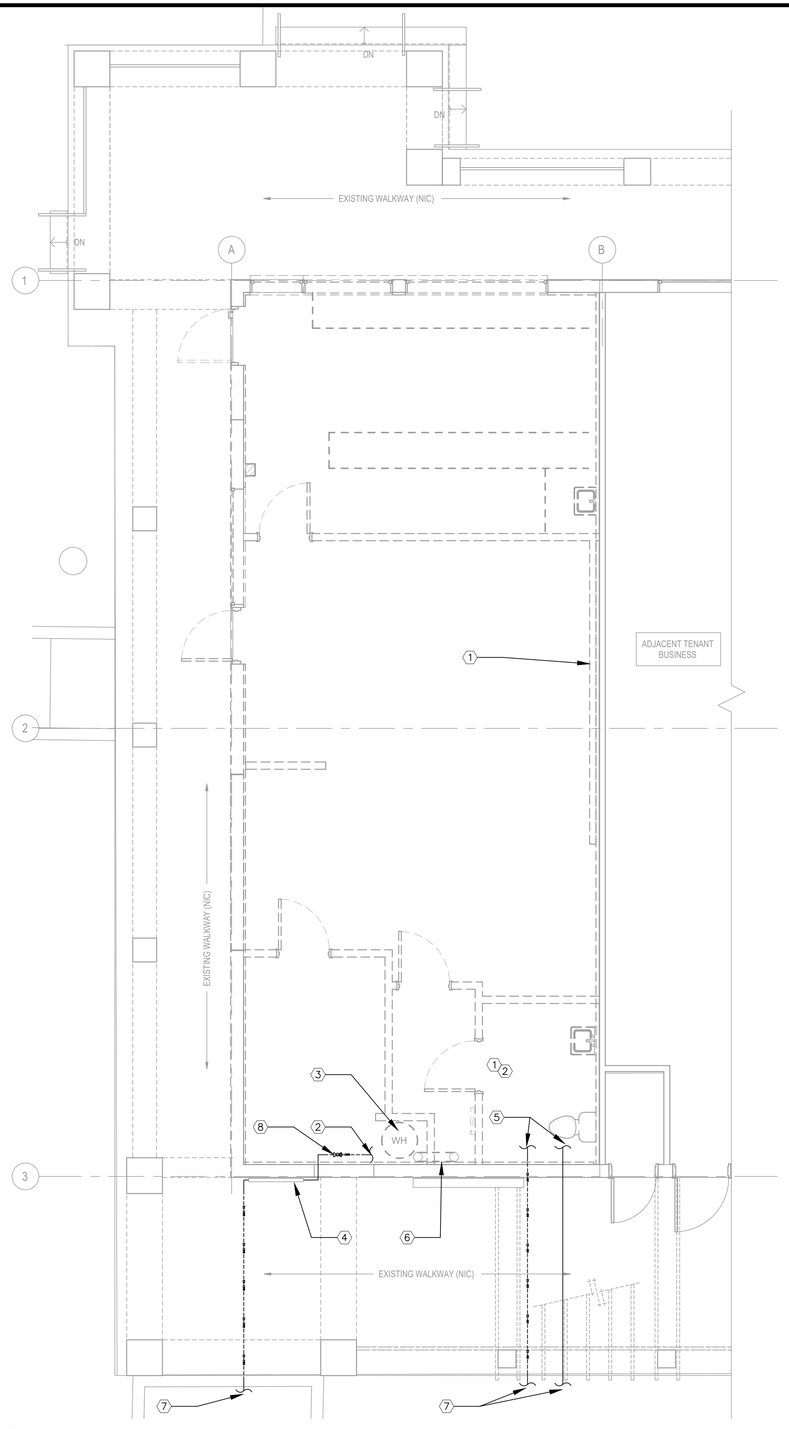

1 DP1 PLUMBING DEMOLITION PLAN

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. GC TO CAMERA SCOPE EXISTING GRAVITY PIPES TO REMAIN TO ENSURE ALL REMAINING PIPES ARE FREE FROM DEFECT BEFORE REATTACHMENT.

KEY NOTES:

1. REMOVE PLUMBING FIXTURE AND ASSOCIATED PIPING BACK TO MAIN AT BACK WALL. PREPARE AREA FOR NEW FIXTURE CONFIGURATION.
2. REMOVE EXISTING CW PIPING BACK TO MAIN SHUT OFF VALVE AT BACK WALL. GC TO VIF THAT EXISTING SHUT OFF VALVE IS IN GOOD WORKING ORDER. PROVIDE CONDITIONS REPORT IF REPLACEMENT IS REQUIRED.
3. CONTRACTOR TO REMOVE EXISTING HOT WATER HEATER.
4. EXISTING BACK FLOW PREVENTER TO REMAIN. GC TO ENSURE NO DAMAGE DURING CONSTRUCTION. PROVIDE CONDITIONS REPORT IF REPLACEMENT IS REQUIRED.
5. EXISTING GREASE AND SANITARY UNDERGROUND PIPING. GC TO VIF EXACT LOCATION, ROUTING AND SIZE.
6. GC TO IDENTIFY PIPING AND USAGE AND IF AVAILABLE FOR REUSE. IF PIPING IS TO REMAIN PROVIDE GYPSUM CHASE AROUND PIPING.
7. CONTINUES TO EXISTING SITE UTILITIES.
8. EXISTING SUITE CWS MAIN SOV.

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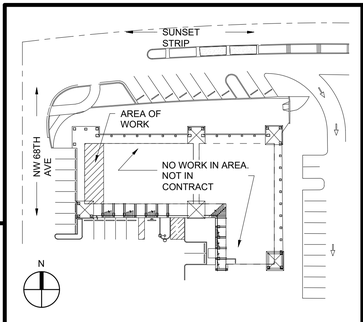

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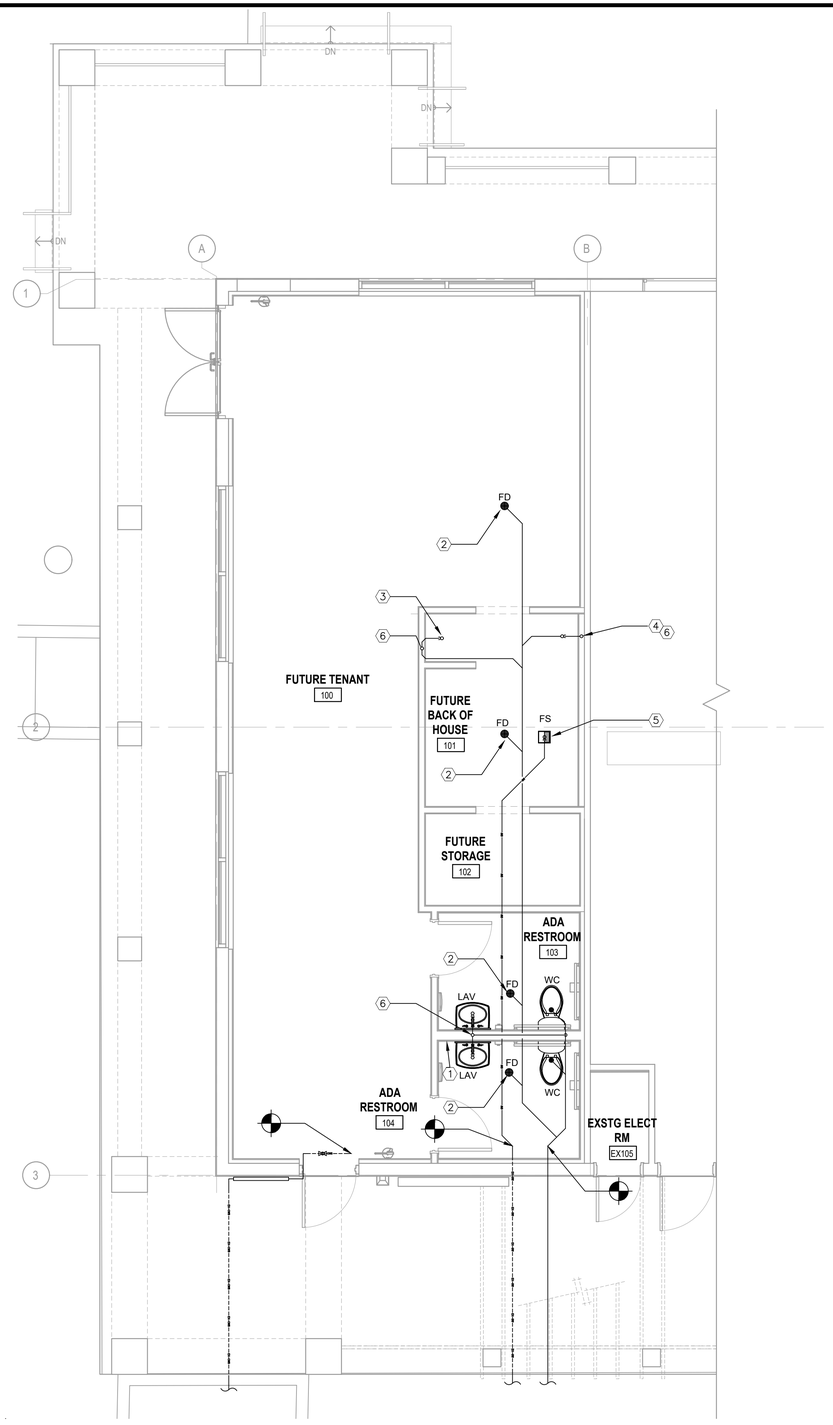

1 P1 **PLUMBING SANITARY FLOOR PLAN**

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. CONNECT VENTING ABOVE CEILING HEIGHT, TIE TO EXISTING PENETRATION THROUGH ROOF.

KEY NOTES:

1. TWH WATER HEATER SEE DOMESTIC WATER PLAN FOR FURTHER INFORMATION.
2. FLOOR DRAINS TO HAVE TRAP PRIMER CONNECTIONS. RESTROOM TRAP PRIMERS TO USE WATER SAVER TYPE AND ADDITIONAL FLOOR DRAINS TO USE PRESSURE ACTUATED TYPE.
3. FLOOR MOUNT STUB UP FOR FUTURE MOP SINK BASIN. COORDINATE WITH ARCHITECT AND OWNER FOR EXACT PLACEMENT OF DRAIN STUB UP.
4. WALL MOUNTED DRAIN STUB OUT FOR FUTURE SINK.
5. INSTALL FLOOR SINK FOR FUTURE TRIPLE SINK.
6. VENT UP.

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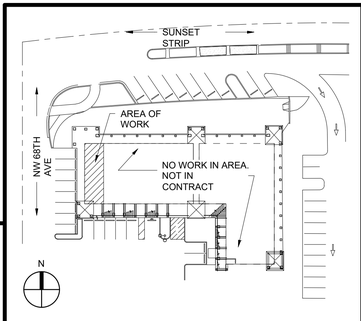

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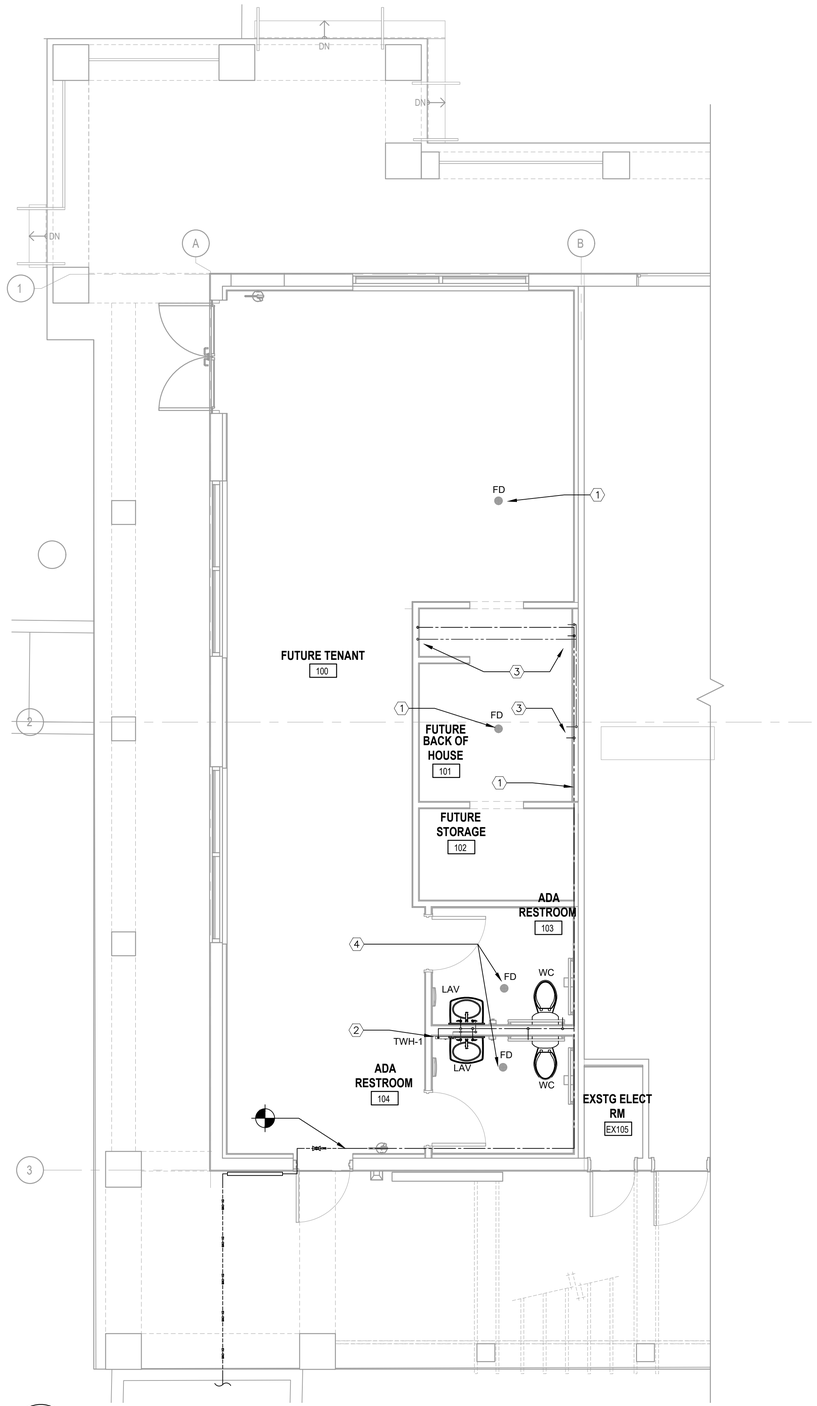

1 P2 **PLUMBING PROPOSED DOMESTIC WATER PLAN**

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. PROVIDE ESCUTHEONS AROUND ALL PIPE STUB OUTS, FUTURE AND PROPOSED.
2. HOT WATER RETURN PIPING SHOULD BE INSTALLED NEAR OTHER PIPING SHOWN BEYOND OTHER PIPING ON FLOOR PLAN FOR CLARITY.
3. ALL HOT WATER PIPING (SUPPLY AND RETURN) SHALL BE PROVIDED WITH 1" (MIN.) INSULATION.

KEY NOTES:

1. PRESSURE DIFFERENTIAL TRAP PRIMER FOR BACK OF HOUSE FLOOR DRAINS. PROVIDE ACCESS PANEL FOR FUTURE MAINTENANCE.
2. HOT WATER HEATER SET TO 110^{0}F WATER FOR RESTROOM INSTALLED BELOW LAVATORY SINK.
3. HOT AND COLD WATER STUB OUTS WITH VALVES TO FOR FUTURE CONNECTION.
4. WATER SAVER TRAP PRIMER CONNECTION FOR NEAR BY RR FLOOR DRAINS (TYP.).

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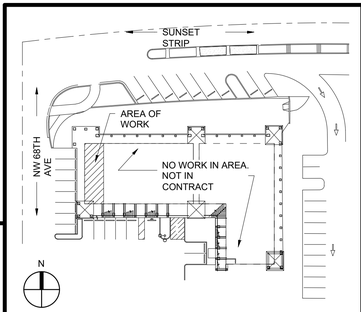

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PLUMBING DOMESTIC WATER FLOOR PLAN

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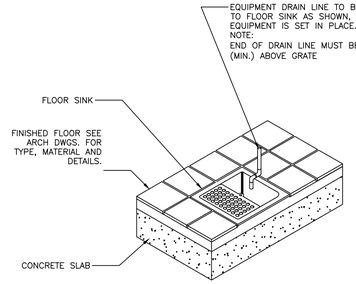
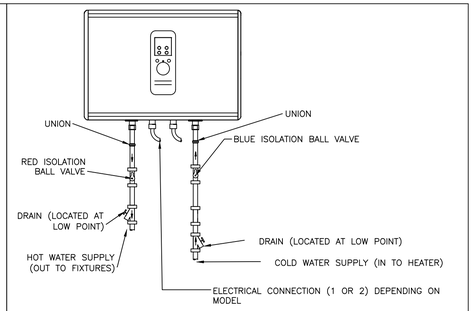
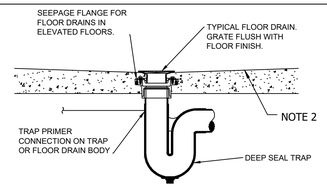


FLOOR SINK DETAIL-2 N.T.S | 4

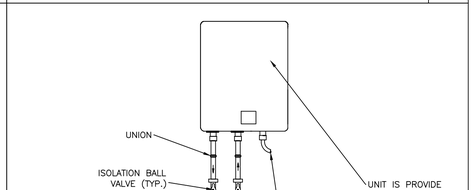


KITCHEN ELECTRIC TANKLESS WATER HEATER | 1

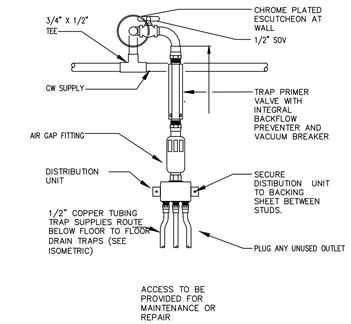


NOTE:
1. MAINTAIN INTEGRITY OF ANY WATERPROOF MEMBRANES PENETRATED BY FLOOR DRAIN.
2. SET FLOOR DRAINS BELOW ELEVATION OF SURROUNDING FINISHED FLOOR TO ALLOW FLOOR DRAINAGE. SET WITH GRATES DEPRESSED ACCORDING TO THE FOLLOWING DRAINAGE AREA RADIUS.
2.1. 30" OR LESS RADIUS: 1% SLOPE BUT NOT LESS THAN ¼ -INCH TOTAL DEPRESSION.
2.2. 30"-60" RADIUS: 1" SLOPE.
2.3. 60" OR GREATER RADIUS: 1% SLOPE BUT NOT LESS THAN 1 -INCH TOTAL DEPRESSION.

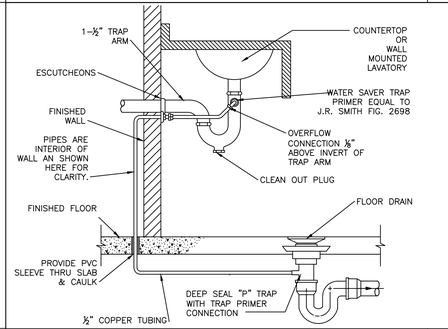
FLOOR DRAIN IN EXISTING SLAB DETAIL N.T.S | 5



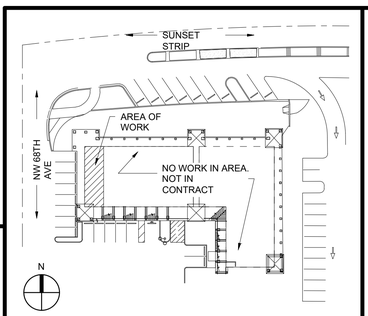
POINT OF SERVICE ELECTRIC TANKLESS WATER HEATER N.T.S | 2



TRAP SEAL PRIMER (PRESSURE/DIFFERENTIAL) W/DISTRIBUTION DETAIL-1 N.T.S | 6



LAVATORY WITH WATER SAVER TRAP PRIMER DETAIL N.T.S | 3



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3501 Griffin Road
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PLUMBING DETAILS

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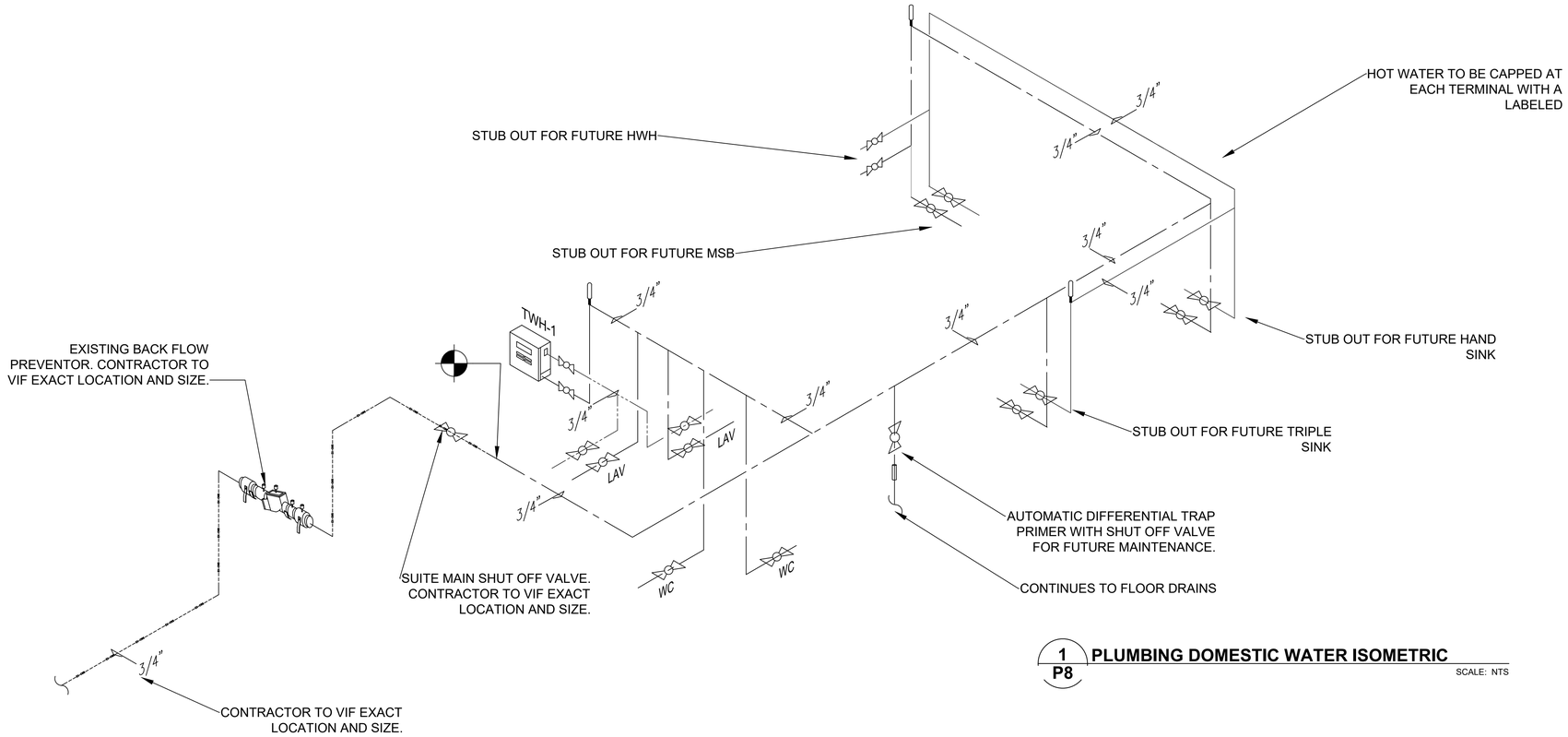
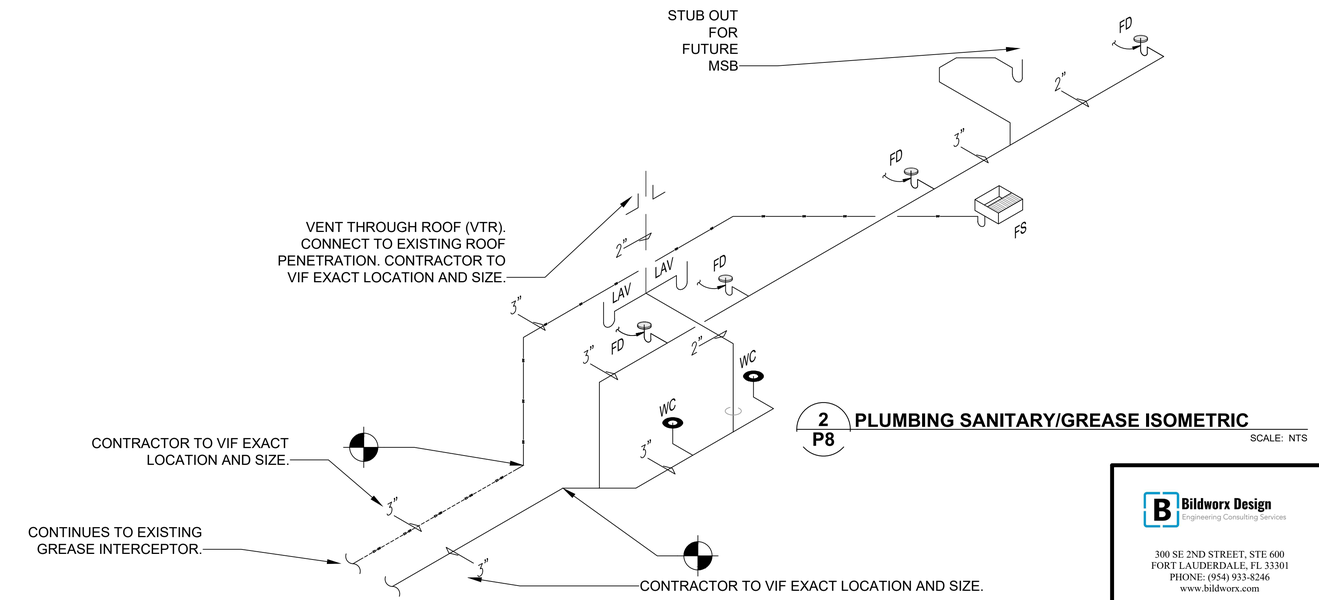


1 P8 **PLUMBING DOMESTIC WATER ISOMETRIC**

SCALE: NTS



2 P8 **PLUMBING SANITARY/GREASE ISOMETRIC**

SCALE: NTS

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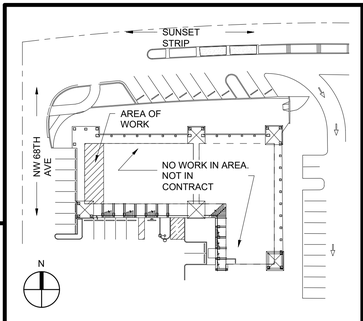

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PLUMBING ISOMETRICS

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P8



BUSINESS CONCEPT PROPOSAL

THE CRAFTED HUB

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MADE BY MANY. SHARED IN ONE PLACE.

THE CONCEPT & BUSINESS NAME

The Crafted Hub | Café

The proposed business is THE CRAFTED HUB | CAFÉ, the flagship, café-format storefront of The Crafted Hub, Pro Kitchen Hub's retail and marketplace sub-brand. Where Pro Kitchen Hub builds food businesses, The Crafted Hub Café is where those businesses meet the market: a single, professionally run storefront giving PKH member entrepreneurs real, everyday retail access without any one of them signing their own lease.

It is not a single chef's café, every pastry, sauce, dessert, and drink is sourced from a curated, rotating selection of PKH members, so the offering keeps evolving. Guests get a constantly fresh reason to come back; members get a real storefront to test, sell, and grow.

RECOMMENDED BRAND ARCHITECTURE

MASTER BRAND

Pro Kitchen Hub

RETAIL SUB-BRAND

The Crafted Hub, by Pro Kitchen Hub

THIS LOCATION

The Crafted Hub | Café — Library Square, Sunrise, FL

BRAND DESCRIPTOR

Fresh. Original. Artisan-Made.

PRIMARY TAGLINE

Made by Many. Shared in One Place.

SUPPORTING LINE

Where Makers Meet the Market.

Front of House

The design language carries the brand's black, white, and Apple Red palette from the storefront sign straight through to the counter and menu boards — modern-industrial, warmed by dark wood tones, pendant lighting, and long communal tables that carry the brand's community-driven pillar into the room itself.



SERVICE COUNTER & MENU BOARD



COMMUNITY TABLE DINING AREA

VISION FOR THE SPACE — STYLE & DÉCOR

Back of House | The Kitchen

Behind the counter, a full commercial kitchen — equipment and brand signage visible rather than hidden — signals the craftsmanship behind every item on the menu. A dedicated prep kitchen and organized dry and cold storage support the rotating roster of PKH member products the café depends on.



KITCHEN EQUIPMENT & SIGNAGE



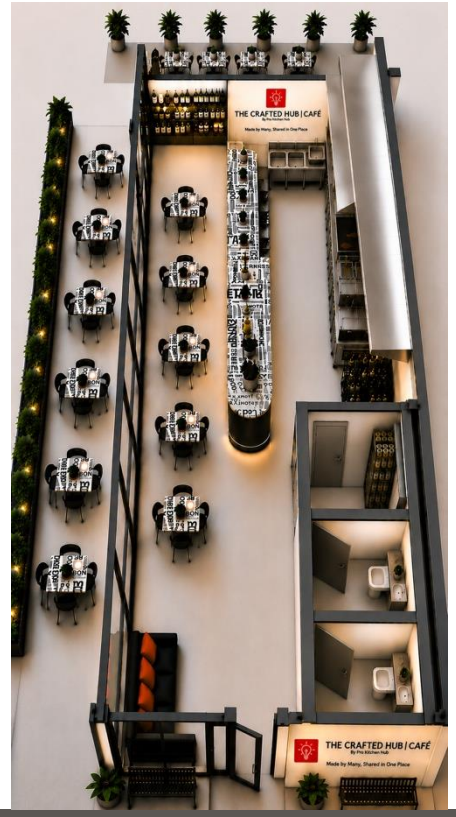
PREP KITCHEN



DRY & COLD STORAGE

Floor Plan & Guest Amenities

A simple, one-path guest flow: counter and pastry case immediately inside the entrance, communal seating filling the center of the room, and the open kitchen, storage, and restrooms toward the back. Both restrooms continue the same clean, modern finish as the rest of the space.



AERIAL FLOOR PLAN CONCEPT



ADA RESTROOM



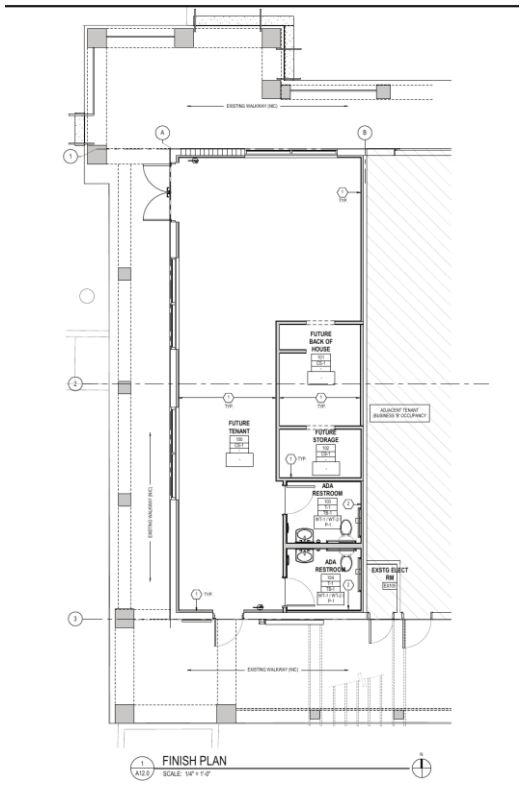
RESTROOM



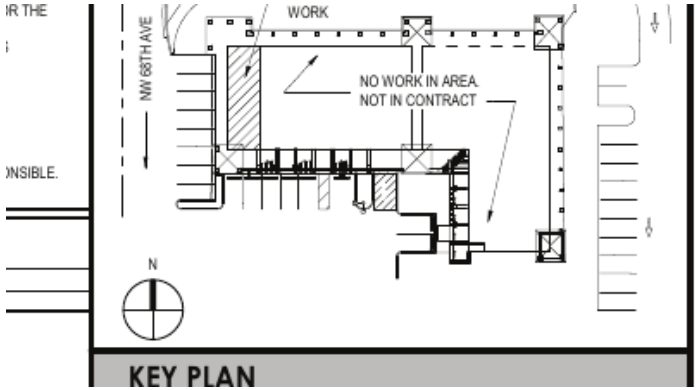
DAYTIME STOREFRONT CONCEPT

Architectural Plans & Expansion Plan

Interior modifications for The Crafted Hub Café are already in progress at Library Square, Unit 11 — 100% Construction Documents (Sheet A12.0) stamped and signed by Charles Michelson, AR0009976, of Saltz Michelson Architects, dated July 2026.



STAMPED FINISH PLAN — UNIT 11



KEY PLAN — AREA OF WORK

EXPANSION PLAN

Beyond Unit 11, Pro Kitchen Hub intends to acquire both Bay 11 (this unit) and the adjacent Bay 10 — expanding The Crafted Hub Café's back-of-house, storage, and dining footprint as the concept scales at Library Square.

CURRENT STATUS

Unit 11 — 100% Construction Documents complete, architect-stamped, ready for permitting.

The To-Go Menu Idea



MENU

Categories at a Glance

COFFEE & BEVERAGES

Hot: coffee, café con leche, cappuccino, latte, espresso, americano, tea. Cold: cold brew, iced coffee, iced café con leche, iced latte.

JUICES & REFRESHERS

Fresh orange juice, Caribbean sorrel, fresh & seasonal lemonades, fruit and tropical smoothies, seasonal fresh juices.

PASTRIES & CAKES

Savory: pastelitos, Haitian patties, pâté kòde, Jamaican patties, empanadas.
Sweet: guava pastry, croissants, seasonal pastries.

SWEETS & DESSERTS

Beignet, fried ice cream, cakes by the slice, island desserts, rotating member-made desserts, dessert of the day.

SOUPS & SALADS

Caribbean squash soup, tomato bisque, sancocho, Caribbean-Creole gumbo. Caesar, garden, tuna & seafood salads.

SANDWICHES

Grilled chicken, Caribbean pork, ham & cheese, turkey, steak & peppers, vegetarian served on artisan breads.

THE CRAFTED MARKET

Take-home, made by PKH members: artisan teas, granola, spice blends, sauces, baked goods, snacks & gifts.

REACH & REVENUE

Foot Traffic, Online Sales, Delivery & Catering

The Crafted Hub Café will run a multi-channel revenue strategy designed to generate sales beyond traditional walk-in traffic. While the café will benefit from daily foot traffic from the surrounding community, library visitors, businesses, residents, and city activities, its reach will extend through online ordering, pickup, third-party delivery platforms, and catering services.

WALK-IN & FOOT TRAFFIC

Daily traffic from the surrounding community, library visitors, businesses, residents, and City of Sunrise activities.

ONLINE ORDERING & PICKUP

Direct online ordering and pickup extends the café's reach well beyond walk-in customers.

THIRD-PARTY DELIVERY

Delivery platforms bring The Crafted Hub's menu to guests across Sunrise who never walk through the door.

CATERING & CORPORATE

Corporate lunches, community events, meetings, boxed meals, pastry & coffee service, and special-event catering.

Every channel introduces more customers to The Crafted Hub — and to the local food entrepreneurs whose products are featured within the concept.

ACTIVATIONS & PROGRAMMING

A Stage for the Community

Beyond the counter, The Crafted Hub Café is a stage for the Pro Kitchen Hub community — recurring programming that brings members and neighbors together on-site.

FARMERS MARKET POP-UPS

A recurring outdoor market day where PKH members sell direct to customers alongside the café.

FOOD TRUCK EVENTS

Rotating food truck nights featuring PKH member trucks and partner vendors, after hours.

TASTINGS & FOOD DEMOS

In-café tasting bars and live cooking demonstrations from our members.

MEMBER DINNERS

Ticketed pop-up dinners spotlighting a rotating chef or baker's full menu.

ACTIVATIONS & PROGRAMMING

Fun, Games & Bites

A recurring community activation designed to bring Sunrise residents together through classic games, Caribbean and international culture, food, coffee, music, and friendly competition. Each activation pairs a familiar social game with a signature food or beverage experience — creating an easygoing environment where seniors, families, young adults, neighbors, and visitors can connect across generations and cultures.

DOMINOES & COFFEE

International coffee, café con leche, espresso & pastries

A Caribbean-style domino afternoon or evening with open tables, friendly matches and optional tournaments.

CARDS & BEIGNETS

Haitian/French beignets, coffee & tea

Classic card games paired with freshly made beignets — Caribbean favorites alongside familiar games like Spades and Uno.

LUDO & LEMONADE

Tropical lemonades, sorrel & light bites

A colorful family-friendly activation centered around Ludo, a game enjoyed across many Caribbean and international communities.

BINGO & BITES

Mini patties, pastelitos, empanadas & beverages

Community bingo with small prizes, music, and a rotating tasting menu featuring foods from Crafted Hub makers.

TRIVIA & TASTE OF THE ISLANDS

Rotating Caribbean tasting bites

Team trivia featuring Caribbean food, music, geography, history and culture — each round can spotlight a different island or country.

GAME NIGHT AROUND THE WORLD

International pastries & café beverages

A rotating multicultural game night where residents experience games, foods, and traditions representing the diverse communities of Sunrise.

1197

ACTIVATIONS & PROGRAMMING

More Than a Game Night

The concept can become a monthly City of Sunrise community series, with different themes throughout the year. Local makers and Pro Kitchen Hub entrepreneurs can provide the featured bites, beverages, desserts, and prizes — giving small food businesses direct exposure to the community.

- **Live Caribbean music or DJs**
- **Senior afternoons**
- **Family nights**
- **Youth competitions**
- **Cultural heritage celebrations**
- **Tournament brackets & small vendor pop-ups**

FUN, GAMES & BITES

Play Together. Taste Together. Connect Together.

The overall goal: use food and play as a bridge between cultures and generations while creating a welcoming gathering place for the Sunrise community.

1198

OUR MEMBERS

A Real-World Retail Incubator

Every activation ties back to a structured five-tier path that lets members test, sell, and grow inside the café before they ever need a storefront of their own.

1 **Tasting Bar** → 2 **Member Spotlight** → 3 **Seasonal Menu Feature** → 4 **Standing Retail Shelf** → 5 **Gift Box Curation**

HUB-BASED MEMBERS

PKH kitchen tenants get automatic eligibility for the full placement program, reduced fees bundled into kitchen membership, priority placement, and a direct kitchen-to-market pipeline.

COMMUNITY MAKERS

Independent entrepreneurs who don't rent PKH kitchen space can still apply for shelf space on a consignment/commission basis, under the same food-safety and quality standards.

VISIT US

Hours of Operation

MON	TUE	WED	THU	FRI	SAT	SUN
Closed	8am–7pm	8am–7pm	8am–7pm	8am–7pm	8am–7pm	8am–2pm REDUCED HOURS

Hours are built around who's already moving through Library Square: weekday hours capture the lunch and catering rush from the Sunrise Chamber of Commerce next door, evenings stay open for Village Art Plaza's community events, and Monday stays closed to hold down labor cost. A reduced Sunday window extends the café's reach without adding a full labor day.

SUNRISE CHAMBER OF COMMERCE

Next door at 6800 Sunset Strip, open weekdays 8:30am–6pm — the source of our steady weekday lunch and catering traffic.

VILLAGE ART PLAZA

Original Sunrise's newest hub for art, culture & outdoor gatherings on NW 68th Ave — our draw for evening and Saturday foot traffic.

Made By Many. Shared In One Place.

Modern · Curated · Artisanal · Culturally Diverse · Entrepreneurial · Accessible · Community-Driven

Every product on the menu represents a business being built — the space should make that visible rather than incidental.

BLACK	WHITE	APPLE RED

WHERE THIS FITS IN THE BROADER CRAFTED HUB FAMILY

The Café is the flagship, most fully-realized format of The Crafted Hub — the brand is also designed to extend into Bakeshop, Market, Food Hall, Kiosk, Pop-Up, and Online Marketplace formats as Pro Kitchen Hub grows, each carrying the same identity into a different footprint.

COMMUNITY & ECONOMIC IMPACT

A Gateway to a Whole Community Of Food Entrepreneurs

SMALL BUSINESS DEVELOPMENT

Giving emerging brands an affordable path to market.

LOCAL JOB CREATION

Employment within the café and within participating member businesses as they grow.

CULTURAL REPRESENTATION

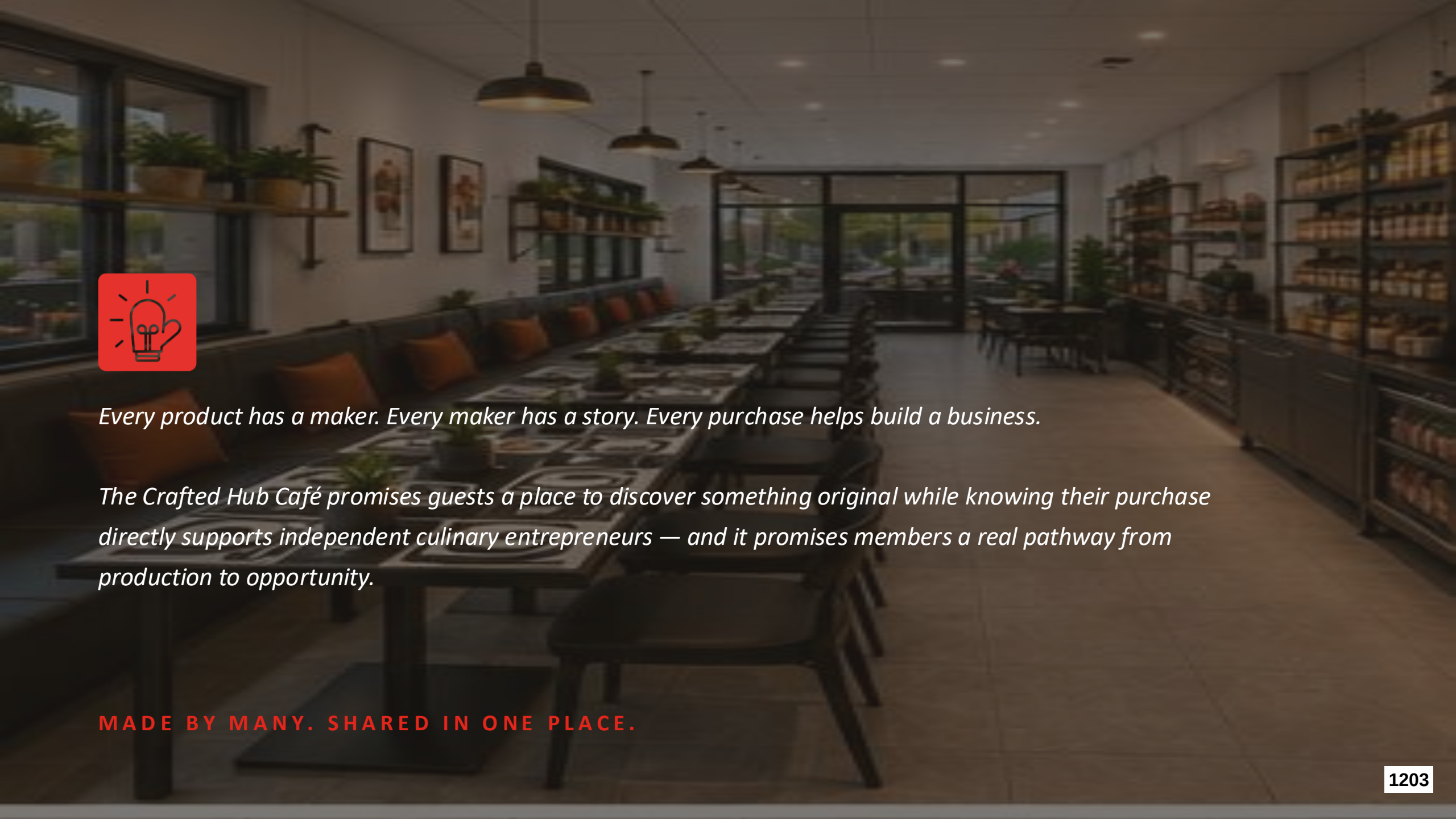
Giving culturally diverse foods and founders greater visibility.

COMMUNITY INVESTMENT

Keeping more food dollars circulating through locally owned businesses.

ENTREPRENEURIAL MOBILITY

Helping entrepreneurs progress from home kitchens toward retail, wholesale & independent locations.



Every product has a maker. Every maker has a story. Every purchase helps build a business.

The Crafted Hub Café promises guests a place to discover something original while knowing their purchase directly supports independent culinary entrepreneurs — and it promises members a real pathway from production to opportunity.

MADE BY MANY. SHARED IN ONE PLACE.

State of Florida

Department of State

I certify from the records of this office that THE CRAFTED HUB LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on September 18, 2026, effective September 14, 2026.

The document number of this company is L26000488182.

I further certify that said company has paid all fees due this office through December 31, 2026, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 260924085638-100482404681#1

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty Fourth day of September, 2026

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G26000135643

Fictitious Name to be Registered: THE CRAFTED HUB CAFE

Mailing Address of Business: 5007 N HIATUS RD
SUNRISE, FL 33351

Florida County of Principal Place of Business: BROWARD

FEI Number: 42-5281028

FILED
Sep 25, 2026
Secretary of State

Owner(s) of Fictitious Name:

THE CRAFTED HUB LLC
5007 N HIATUS RD
SUNRISE, FL 33351
Florida Document Number: L26000488182
FEI Number: 42-5281028

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

TOMMY GILBERT — 09/25/2026
Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

SunSentinel
MEDIA GROUP

Sold To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Bill To:
City Of Sunrise City Commission office - 105338
10770 West Oakland Park Blvd. 4th Floor
4th Floor
Sunrise, FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of NOTICE OF PUBLIC HEARING
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 17 Oct 2026
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

Sworn to and subscribed before me this: 17 Oct 2026.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

165380

SunSentinel
MEDIA GROUP

NOTICE OF PUBLIC HEARING

The following ordinance(s) will be presented to the City Commission, City of Sunrise, Florida on:

October 27, 2026 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Interested persons may appear at the meeting and be heard with respect to the proposed ordinance(s).

The resolution(s) and/or ordinance(s) will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be inspected by the public Monday through Friday, 9:00 a.m. to 5:00 p.m.

Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C26261

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A SPECIAL EXCEPTION FOR SPRINGTREE PLACE LOCATED AT 8401 WEST OAKLAND PARK BLVD, SUNRISE.

C26264

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND THE CRAFTED HUB LLC D/B/A THE CRAFTED HUB CAFE" FOR CITY PROPERTY LOCATED AT 6780 SUNSET STRIP, UNIT #11; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public may attend and participate in the above meeting in person or by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at
https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

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

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S.

165380

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the October 27, 2026 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.

October 17, 2026. 165380

165380

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 12.B. **C #:** 26277

ITEM TITLE:
Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2025/2026 Budget Ordinance No. 720; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date.

BACKGROUND INFORMATION:
This item amends the FY 2025/2026 Budget as follows:

General Fund 001
A: This item recognizes a transfer in the amount of $950,000 from the contingency account within the General Fund (001) and allocates funds in the amount of $100,000 to the appropriate account in the Police Department to support the department's leave payout expenses due to unexpected staffing changes throughout the year and allocates funds in the amount of $850,000 to the appropriate account in the Fire Rescue Department to support the department's overtime expenses.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - C26277
Exhibit A

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2025/2026 BUDGET ORDINANCE NO. 720; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Fiscal Year 2025/2026 Budget Ordinance No. 720 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheet which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

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

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
		TOTAL FUND REVENUES	**186,848,900**	**200,530,000**	**0**	**0**	**200,530,000**
	EXPENDITURES						
A	49.60.519.509900	CONTINGENCY	1,000,000	1,000,000		950,000	50,000
A	21.12.521.501701	SICK LEAVE PAY-OUT	93,720	93,720	100,000	0	193,720
A	23.21.522.501401	OVERTIME-TIME AND A HALF	395,960	395,960	850,000	0	1,245,960
		TOTAL FUND EXPENDITURES	**186,848,900**	**200,530,000**	**950,000**	**950,000**	**200,530,000**

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Susan Nabors, Director of Finance and Administrative Services
Finance & Administrative Services Department

ITEM #: 12.C. **C #:** 26280

ITEM TITLE:
Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, amending Fiscal Year 2026/2027 Budget Ordinance No. 728; amending the General Fund (001), providing for conflict; providing for severability; and providing an effective date.

BACKGROUND INFORMATION:
This item amends the FY 2026/2027 Budget as follows:

General Fund 001
A: This item recognizes an appropriation of fund balance in the amount of $2,600,000 and transfers the funds to the appropriate account to support the purchase of the Racetrac Parcel (Parcel #494127330012) related to the Enspire Economic Development project, as presented during the September 8, 2026 and September 23, 2026 City Commission meetings.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
ATY Ordinance - C26280
Exhibit A

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2026/2027 BUDGET ORDINANCE NO. 728; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Fiscal Year 2026/2027 Budget Ordinance No. 728 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheets which are attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

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

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2026.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	497,650	497,650	2,600,000	0	3,097,650
		TOTAL FUND REVENUES	**186,602,980**	**186,602,980**	**2,600,000**	**0**	**189,202,980**
	EXPENDITURES						
A	49.60.519.506100	LAND PURCHASE	0	0	2,600,000	0	2,600,000
		TOTAL FUND EXPENDITURES	**186,602,980**	**186,602,980**	**2,600,000**	**0**	**189,202,980**

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: City Commission Office

ITEM #: 16.A. **C #:**

ITEM TITLE:
City Commission Discussion and/or Action re: Creation of a Youth Advocacy Council - Update. Assistant Deputy Mayor Latoya S. Clarke.

BACKGROUND INFORMATION:
City Commission Discussion and/or Action Regarding Creation of a Youth Advocacy Council - Update. Agenda Item Requested by Assistant Deputy Mayor Latoya S. Clarke.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Proposed New Program
Sample Student Application

YOUTH ADVOCACY COUNCIL PROGRAM OVERVIEW

City of Sunrise Youth Advocacy Council- Proposed New Program

Purpose

The Youth Advocacy Council will serve as a civic leadership program designed to educate students about municipal government and community leadership. The Youth Advocacy Council creates opportunities for students to become more involved in the City government such as assisting with the planning of social, educational, cultural, and recreational activities for youth; working with the Mayor, City Commission, and key City departments on providing service and leadership opportunities for the youth of the City; and most importantly, keeping the Mayor and City Commission abreast of important issues that affect young adults in Sunrise.

Background

Youth Advocacy Councils have been successfully implemented in municipalities across Florida and the United States. These programs provide students with opportunities to learn about public service, observe local government in action, and contribute ideas related to community improvement.

Council Members

The Youth Advocacy Council meets once a month except during summer break. It is composed of 6-12 members - President, Vice President, Treasurer, Board Secretary, and minimal two (2) Board Members or Maximum of six (6) Board Members. All Council members participate in the monthly meetings, with a prepared Agenda.

Youth Advocacy Council Qualifications:

The qualifications for Youth Advocacy Council members are as follows: • Must be a Sunrise resident • Must be enrolled in 8th-12th grade • Must maintain a minimum 2.5 grade point average • Must maintain good citizenship and demonstrate an interest in the community and a willingness to serve the youth of the City of Sunrise for a period of one (1) year.

Youth Advocacy Council Goals

- Promote civic education
- Develop youth leadership skills
- Increase youth engagement in local government
- Promote City Budget Education
- Promote Public Speaking
- Awareness of City Departments Operations
- Community Service Hours
- Provide mentorship opportunities with city/ county leaders

Youth Advocacy Council Activities

- Monthly meetings
- Observe City Commission meetings
- Participate in facility tours and educational briefings
- Government workshops
- Community service discussions
- Mock Commissioner for a day
- Student leader
- Explore career pathways in public service

What service and leadership opportunities are provided?

Each member will participate in public speaking and identifying issues within the community that can be brought forward. If the Youth Advocacy Council identifies an issue, they will discuss it at their meeting, and the Council liaison will bring the issue to their Department Director to have it addresses or escalated to the City Manager, as needed. The Youth Advocacy Council members will also volunteer at City events, and they will receive service hours for their time associated with the Council. ***Youth Advocacy Council may add an item to the City Commission Agenda with City Managers approval.***

How do they interact with the Mayor and Commissioners or staff?

They participate in an event called "Mayor and Commissioners for a Day" and at our local events. They could also shadow Department Directors. They may also have a meet and greet with the City Commission where they can ask the Mayor and Commissioners any questions they have.

Who will manage the Youth Advocacy Council?

A City department will be designated by the City Manager's Office to manage the Program and the monthly Council meetings.

Will the Council Members be compensated similar to other Advisory Boards?

No, the Youth Advisory Council is not considered a formal Advisory Board. All members serve on a voluntary basis and will receive service hours in recognition of the time they contribute to the Council.

SAMPLE STUDENT APPLICATION

CITY OF SUNRISE YOUTH ADVOCACY COUNCIL APPLICATION

Name: _____

Address: _____

School: _____

Grade / Year: _____

Email: _____

Phone: _____

Essay Questions

1. Why are you interested in serving on the Sunrise Youth Advocacy Council?
2. What issue in the City of Sunrise do you think young people care about most?
3. What leadership experiences have you had in school or your community?
4. What do you hope to learn from participating in the Youth Advocacy Council?

Signature: _____

Parent/Guardian (if under 18): _____

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mark S. Lubelski, P.E., City Manager
City Manager's Office

ITEM #: 17.A. **C #:** 26282

ITEM TITLE:

A Resolution of the City of Sunrise, Florida, approving a "Letter of Intent City of Sunrise Development Incentive Agreement" between the City of Sunrise and The Palms Apts, LLC; providing for a Public Purpose; authorizing the City Manager and City Attorney to continue negotiations and take further action; authorizing the City Manager to execute an Incentive Agreement, an Assignment and Assumption, and a Shopping Center Purchase Contract, consistent with the Letter of Intent; and providing an effective date.

BACKGROUND INFORMATION:

The City is proposing to enter into a Letter of Intent with a Developer to provide economic development incentives for the construction of a mixed-use, mixed-income multifamily housing rental development comprised of approximately 364 residential units, approximately 6,353 square feet of ground level commercial space featuring full service, premium restaurant options, and redevelopment of an underutilized property within the City called The Set. The project will include 15% of the units as workforce housing for qualified households whose total annual adjusted gross income does not exceed 120% Area Median Income. The proposed project is generally located at the northwest corner of Sunset Strip and Sunrise Blvd, adjacent to the "Opportunity Site" The Ray site.

The project is located within the boundaries of the East Sunrise Improvements Master Plan (Master Plan), which was completed in 2019. The Master Plan identified The Ray site, which comprises Phase 1 of the development, as an "Opportunity Site" for redevelopment due to its strategic location as a gateway into eastern Sunrise. The Set site, now proposed as Phase 2 by the same developer responsible for The Ray, is directly adjacent to the "Opportunity Site" identified in the Master Plan. Together, The Ray and The Set represent a coordinated, multi-phase redevelopment opportunity that will help advance the Master Plan's vision for this important gateway area. The development of both phases, along with the introduction of a

strong commercial presence and quality tenants, will help establish an active mixed-use destination and create a catalyst for additional redevelopment and investment along the Sunrise Boulevard corridor. The properties within the Project consist of an operating seafood drive-thru fast-food restaurant, a vacant strip center, and a vacant undeveloped property. The City desires to attract private investment for redevelopment in eastern Sunrise such as new residential options and expanded commercial options including restaurants, breweries, or other similar establishments. Failure to attract quality redevelopment could result in an increase in undesirable uses and an increase in commercial property vacancy rates, which could lead to an increase in crime and slum and blight within eastern Sunrise. This redevelopment project could serve as a catalyst for redevelopment of other nearby commercial properties that are in desperate need of investment. The City hereby determines that the Project is consistent with goals and objectives of the Master Plan and furthers the City's goals and objectives for the prevention and mitigation of slum and blight, the creation of economic development, the improvement of critical public infrastructure and the creation of affordable workforce housing. The City's Incentive is a two-part incentive comprised of the following:

- Mixed-Use Incentive: The City shall appropriate $800,000 toward the construction of the approximately 6,353 square feet of commercial retail space to be utilized for full-service premium restaurant tenants. The goal of the Mixed-Use Incentive is to help activate the area along Sunrise Boulevard and Sunset Strip and transform it into a vibrant, active mixed-use destination.

- Land Incentive: The City shall acquire a vacant shopping center, a vacant land parcel, and a restaurant parcel and provide to the Developer for the construction of the proposed Project. The Land Incentive will include a reverter clause where the property will revert back to the City if the Developer does not achieve certain milestones for the project.

The Developer is also agreeing to provide the following as part of the Agreement:

- Provide City employees and Sunrise residents a first look opportunity to rent units within the project, prior to the general public.
- Fifteen percent (15%) of the total dwelling units for workforce housing, with a 30 year Restrictive Covenant.
- Fund, design, and construct a gateway entrance feature located within the median of Sunset Strip as depicted in Exhibit C.
- Utilize the City's natural gas for the proposed commercial restaurant spaces.
- Utilize the commercial retail spaces for full-service restaurants.
- Submit a Parking and Traffic Management Study that must be reviewed and approved by the City prior to the City's acquisition of the vacant shopping center, a vacant land parcel, and a restaurant parcel.

The Resolution authorizes the City Attorney and City Manager to prepare, negotiate, finalize and amend the Agreement consistent with the terms of this LOI, provided that the terms in the Agreement do not materially deviate from the terms contained in the LOI as approved by the City Commission. Additionally, a Site Plan and Development Agreement will be required for the proposed project. The City and Developer shall use best efforts to achieve development approvals within 6 months following the Developer's site plan application to the City.

FUNDING INFORMATION:

N/A

ATTACHMENTS:
ATY Resolution - C26282
Letter of Intent

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LETTER OF INTENT CITY OF SUNRISE DEVELOPMENT INCENTIVE AGREEMENT" BETWEEN THE CITY OF SUNRISE AND THE PALMS APTS, LLC; PROVIDING FOR A PUBLIC PURPOSE; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO CONTINUE NEGOTIATIONS AND TAKE FURTHER ACTION; AUTHORIZING THE CITY MANAGER TO EXECUTE AN INCENTIVE AGREEMENT, AN ASSIGNMENT AND ASSUMPTION, AND A SHOPPING CENTER PURCHASE CONTRACT, CONSISTENT WITH THE LETTER OF INTENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Palms Apts, LLC (Developer) is proposing to build a mixed-use, mixed-income multifamily housing rental development comprised of approximately 364 residential units, approximately 6,353 square feet of commercial space, and redevelopment of an underutilized property within the City called The Set, located at the northwest corner of Sunset Strip and Sunrise Boulevard (Project); and

WHEREAS, the Project is located within the limits of the East Sunrise Improvements Master Plan (Master Plan). The Master Plan identified The Ray site, which comprises Phase 1 of the development, as an "Opportunity Site" for redevelopment due to its strategic location as a gateway into eastern Sunrise. The Project site, proposed as Phase 2 by the Developer, is directly adjacent to the "Opportunity Site" identified in the Master Plan. Together, The Ray and The Set represent a coordinated, multi-phase redevelopment opportunity that will advance the Master Plan's vision for this gateway area of the City.

WHEREAS, the City Commission determines that the Project is consistent with goals and objectives of the Master Plan and furthers the City's goals and objectives for the prevention and mitigation of slum and blight, the creation of economic development, the improvement of critical public infrastructure and the creation of affordable workforce housing; and

WHEREAS, the City wishes to provide incentives to the Developer in exchange for developing affordable workforce housing and to incentivize the redevelopment of the property; and

WHEREAS, a Letter of Intent between the City and the Developer to enter into an Incentive Agreement is necessary to establish the obligations between the parties.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. A "Letter of Intent City of Sunrise Development Incentive Agreement" (Letter of Intent) is hereby approved. A copy of the Letter of Intent is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The City Commission finds the expenditure of funds for the purposes set forth in the Letter of Intent and accompanying Agenda Request Item serves a public purpose, as the proposed development is consistent with the goals and objectives of the East Sunrise Improvements Master Plan and furthers the City's goals and objectives for preserving the quality of life, health, safety and general welfare of the City's residents.

Section 4. The City Manager is authorized to execute the Letter of Intent.

Section 5. The City Manager and City Attorney are authorized to continue negotiations with the Developer and to prepare, finalize and amend as necessary an Incentive Agreement, an assignment and assumption for the purchase of the restaurant property identified as the "Hooks Property" in the Letter of Intent (Assignment and Assumption), and a contract for the purchase of the vacant shopping center property identified as the "Vacant SC Property" in the Letter of Intent (Shopping Center Purchase Contract), consistent with the terms and conditions set forth in the Letter of Intent.

Section 6. The City Manager is authorized to execute the Incentive Agreement, consistent with the terms and conditions set forth in the Letter of Intent, upon the approval of the City Attorney. If the Incentive Agreement contains any material changes to the terms and conditions set forth in the Letter of Intent, then further City Commission approval shall be required.

Section 7. The City Manager is further authorized to execute the Assignment and Assumption and the Shopping Center Purchase Contract, consistent with the Letter of Intent, subject to the City Commission's appropriation of funding of all amounts required to purchase the properties identified as the "Hooks Property" and the "Vacant SC Property" in the Letter of Intent, upon the approval of the City Attorney and provided there are no material changes to the terms and conditions set forth in the Letter of Intent.

Section 8. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2026.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

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

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

LETTER OF INTENT

CITY OF SUNRISE

DEVELOPMENT INCENTIVE AGREEMENT

October ___, 2026

The City and Sunrise Sunset Apts, LLC, previously entered into a Development Incentives Agreement for The Ray Mixed-Use Mixed-Income Workforce Housing Project, dated as of August 26, 2025 (the "Precedent Agreement"). The City and Developer desire to enter into an additional Letter of Intent ("LOI") for Phase 2 development project, directly adjacent to The Ray. This Phase 2 LOI is to set forth the terms and conditions to be included in a Development Incentive Agreement ("Agreement") by and between the City of Sunrise, a Florida municipal corporation ("City") and The Palms Apts, LLC, a Florida limited liability company ("Developer"), and any successor or assigns thereof. The Palms Apts, LLC is an affiliate of the Sunrise Sunset Apts, LLC.

The City agrees to provide incentives to the Developer to support the development of workforce housing, a mixed-use development targeting full service premium restaurant options, as more specifically set forth in the Agreement, and redevelopment of an underutilized property within the City. By resolution, the City shall authorize the City Attorney and City Manager to prepare, negotiate, finalize, and amend the Agreement consistent with the terms of this LOI, and using as the form the Precedent Agreement The Agreement shall be finalized without any further City Commission or other governmental or quasi-governmental approval, provided that the terms in the Agreement do not materially deviate from the terms contained in the LOI as approved by the City Commission.

PROPERTY:	6203 W Sunrise Blvd, Sunrise, FL 33313 (Parcel #s 494135150040, 494135150041), 6201 W Sunrise Blvd, Sunrise, FL 33313 (Parcel # 494135150030) (6201 W Sunrise Blvd and 6203 W Sunrise Blvd are hereinafter defined as the "Hooks Property"), and 6145-6185 W Sunrise Blvd, Sunrise, FL 33313 (Parcel # 494135150013) (hereinafter defined as the "Vacant SC Property"), as well as the property set forth on **EXHIBIT A** attached hereto (the "Royal/ASB Land"; the Royal ASB Land, together with the Hooks Property and the Vacant SC Property, are hereinafter defined as the "Property")
PROJECT:	A mixed-use mixed-income multifamily workforce housing rental development comprised of approximately 364 units, approximately 6,353 square feet of commercial space, and a surface parking lot containing approximately 502 spaces as depicted on the preliminary site plan and conceptual renderings attached as **EXHIBIT B**, which shall be adjusted as may be required in order to obtain all government and financing approvals required by Developer (the "Project"). The Developer intends to implement shared parking among the various uses within the Project and shall submit to the City a parking management plan demonstrating how parking will be managed, monitored and enforced to ensure adequate parking is available to accommodate the demands of the Project and a traffic management plan identifying ingress/egress locations for the Project along with any

offsite traffic improvements necessary ("Parking and Traffic Management Study"). The Developer agrees to submit, and obtain approval from the City, the methodology prior to the preparation of the Parking and Traffic Management Study.

PROJECT COSTS: All costs required to acquire, develop, construct and lease the Project.

PUBLIC PURPOSE: The project is located within the boundaries of the East Sunrise Improvements Master Plan (Master Plan), which was completed in 2019. The Master Plan identified The Ray site, which comprises Phase 1 of the development, as an "Opportunity Site" for redevelopment due to its strategic location as a gateway into eastern Sunrise. The Set site, now proposed as Phase 2 by the same developer responsible for The Ray, is directly adjacent to the "Opportunity Site" identified in the Master Plan. Together, The Ray and The Set represent a coordinated, multi-phase redevelopment opportunity that will help advance the Master Plan's vision for this important gateway area. The development of both phases, along with the introduction of a strong commercial presence and quality tenants, will help establish an active mixed-use destination and create a catalyst for additional redevelopment and investment along the Sunrise Boulevard corridor. The properties within the Project consist of an operating seafood drive-thru fast food restaurant, a vacant strip center, and a vacant undeveloped property. The City desires to attract private investment for redevelopment in eastern Sunrise such as new residential options and expanded commercial options including restaurants, breweries, or other similar establishments. Failure to attract quality redevelopment could result in an increase in undesirable uses and an increase in commercial property vacancy rates, which could lead to an increase in crime and slum and blight within eastern Sunrise. This redevelopment project could serve as a catalyst for redevelopment of other nearby commercial properties that are in desperate need of investment. The City hereby determines that the Project is consistent with goals and objectives of the Master Plan and furthers the City's goals and objectives for the prevention and mitigation of slum and blight, the creation of economic development, and the creation of affordable workforce housing ("City's Public Goals"). If the City's Public Goals are not adequately addressed, the quality of life, health, safety and general welfare of the City's residents will be negatively impacted. The purpose of this LOI and the Agreement is to provide financial incentives to facilitate the development of the Project, which is deemed to help achieve the City's Public Goals and improve the general health, safety and welfare, all in accordance with Section 163.335, Florida Statutes.

APPROVALS: Shall mean any and all required site plan, zoning and land use approvals necessary by the applicable governmental authority to construct the Project on the Property ("Approvals"). City agrees that the Project will obtain its Approvals through Section 166.04151(6), Florida Statutes, provided that the Developer complies with the housing requirements of the law. *"Notwithstanding any other law or local ordinance or regulation to the*

contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection." Section 166.04151(6), Florida Statutes.

APPROVAL DATE: Shall be the date that all Approvals required by the Developer for the Project have been achieved and any appeal period for such Approvals have expired ("Approval Date"). The Developer shall submit all required applications for site plan approval no later than 3 months following the effective date of the Agreement. City and Developer shall use best efforts to ensure that the Approval Date is achieved within 6 months following the Developer's application for site plan approval.

CLOSING DATE: Shall be the date that all Project financing agreements have been executed and all the required conditions in such documents have been satisfied as evidenced by a financial closing for the Project with Lender. The Closing Date shall occur by the fourth anniversary of the Approval Date, subject to Force Majeure and actions outside of the reasonable control of the Developer.

COMMENCEMENT DATE: Shall be the date on which construction for Project improvements commences on the Property. The Commencement Date shall occur within 12 months following the Closing Date, subject to Force Majeure and actions outside of the reasonable control of the Developer.

PERFORMANCE BOND: Prior to the Commencement Date, Developer shall provide the City with evidence of a performance bond obtained by the Developer's general contractor for completion of Project work. The performance bond shall be in a form acceptable to Lender, such as a payment and performance bond, subcontractor default insurance, and subcontractor bonds.

COMPLETION DATE: Shall be the date on which construction of the Project is substantially complete as evidenced by the issuance of a temporary certificate of occupancy (or its equivalent) allowing occupancy of all Workforce Units. The Completion Date shall occur within 36 months following the Commencement Date, subject to Force Majeure and actions outside of the reasonable control of the Developer, including the extension of contract duration by the Developer's general contractor.

AMI: Area Median Income ("AMI") shall mean the Broward County Area Median Income, as set forth each year by the Department of Housing and Urban Development ("HUD").

HOUSING REQUIREMENTS: The Developer agrees to rent a minimum of fifteen percent (15%) of the

	total dwelling units in the Project to qualified households whose total annual adjusted gross household income does not exceed 120% of AMI ("Workforce Units"). The remaining units in the Project shall be unrestricted. The maximum rent the Developer may charge for any Workforce Units shall be governed by the rent limit amounts established and published annually by HUD for the type and size of the unit, for the Broward County Metropolitan Statistical Area.
GATEWAY FEATURE:	The Developer agrees to fund, design, obtain all necessary permits, and construct a gateway entrance feature located within the median of Sunset Strip, the location of which shall be specifically detailed in the Agreement. The gateway entrance feature shall be completed on or prior to the Completion Date, and the design shall be in reasonable conformance with **EXHIBIT C.**
NATURAL GAS	The Developer shall utilize the City's natural gas for the commercial restaurant spaces, BBQ grills, and pool heater in the common areas; provided that the connections to natural gas are readily available at a commercially reasonable cost to Developer.
FIRST LOOK	Prior to the Completion Date, Developer's property management company will provide Project marketing and leasing materials ("Materials") to the City so that the City can distribute Materials to: (a) City of Sunrise employees and (b) City of Sunrise residents prior to marketing to the general public (the "First Look"). The goal of the First Look program is to give qualified City of Sunrise employees and residents an opportunity to tour, apply for, and obtain a rental unit before the general public.
RESTRICTIVE COVENANT:	On or prior to the Commencement Date, the Developer shall record a Restrictive Covenant on the Property in the public records of Broward County to document the Housing Requirements, which shall remain in effect for a period of 30 years following the Completion Date ("Restrictive Period"). While the City is the beneficiary of the Restrictive Covenant, it is acknowledged that the Workforce Units may be cross-utilized in a separate covenant recorded by any third party of the Agreement, provided however, that the requirements contained in the Restrictive Covenant and the benefits to the City thereof are not materially modified or impacted. The Restrictive Covenant shall be in the form attached to the Precedent Agreement, or as otherwise modified in order to adhere to requirements of any other funding party. The Developer shall record a separate Restrictive Covenant agreeing to maintain the Project as a mixed-use multifamily rental development and shall not convert, or permit the conversion, any portion of the Project to fee-simple condominium ownership.
RESTRICTIVE COVENANT COMPLIANCE:	By March 1st following the one-year anniversary of the Completion Date, and by March 1st of each succeeding year during the Restrictive Period, Developer shall provide the City Manager with a signed certificate certifying compliance of the Housing Requirements.

FULL-SERVICE PREMIUM RESTAURANTS: The only commercial tenants that Developer is targeting for the Project are full-service restaurants, as shall be more particularly described in the Agreement, unless approved by City in writing, at the City's sole discretion. The Developer shall use good faith efforts to attract premium restaurant tenants at this location.

LENDER: Developer may secure funding from its lender ("Lender") to provide a loan to finance the Project, which may be secured by a mortgage, security interest, pledge, lien or other encumbrances on the Project and/or the Property. The City, at the direction of the City Manager, agrees to amend the Agreement as may be reasonably required by the Lender and at no cost to the City, as long as such amendment does not materially affect the intent of the Agreement.

FUNDING AGREEMENT: The City and Developer agree to execute an agreement between the Lender, the Developer, the City and any other funding source for the Project that sets forth the obligations of each party to disburse construction funds to pay for Project Costs. On the Closing Date, the City shall wire all Mixed-Use Incentive Funds (hereinafter defined) into an escrow account controlled by the Lender, which funds shall be disbursed to pay for Project Costs: (a) on or after the Commencement Date has occurred, and (b) after all Developer equity has been funded, but prior to Lender funding.

ASSIGNMENT OF HOOKS: Within five (5) days after execution of the Agreement, the City shall execute an Assignment and Assumption of Property Contract with Developer (or Developer-related entity) ("Assignment Agreement"), in order to close on the Hooks Property for purposes of selling the Hooks Property to the Developer for $10.00 in order to incentivize the Developer to build the Project. The City shall close on the purchase of the Hooks Property on that date that is fifteen (15) days after the City's approval of the Parking and Traffic Management Study, which approval shall not be unreasonably withheld, conditioned or delayed (the "Hooks Closing"). Simultaneously with the Hooks Closing, the City and Developer shall take the following actions: (i) the City, as seller, and the Developer, as buyer, shall enter into a contract using the Commercial Contract form promulgated by the Florida Association of Realtors (the "FAR Form"), pursuant to which the City shall deliver a statutory warranty deed to Developer conveying fee simple interest to the Hooks Property, free from any and all liens, code violations, litigation, open or expired permits, and/or other encumbrances to Developer for purposes of incentivizing Developer to develop the Project and in accordance with Public Purpose (the "Hooks Contract"); and (ii) the City shall execute an agreement with Developer stating that the City shall take no actions with respect to the Hooks Property without the written consent of Developer, in Developer's sole and absolute discretion. The closing under the Hooks Contract shall be after the Approval Date and before the Closing Date, which shall be

triggered by Developer providing City with a minimum of 30 days prior written notice to close (the "Closing Notice") establishing a hard closing date (the "HC Closing"). The form of the Hooks Contract shall be attached as an exhibit to the Agreement. Developer shall be responsible for the cost of title insurance under the Hooks Contract, and the City shall be responsible for the documentary stamp taxes on the deed and the cost of recording the deed.

PURCHASE OF SHOPPING CENTER:

Within five (5) days after execution of the Agreement, the City shall execute a contract with Whopper Works LLC using the FAR Form for the purchase of the Vacant SC Property ("Shopping Center Purchase Contract"). The Shopping Center Purchase Contract shall include the following terms: (i) Purchase Price of $1,200,000.00; (ii) nominal deposit; (iii) no due diligence period; (iv) closing shall take place on that date that is fifteen (15) days after the City's approval of the Parking and Traffic Management Study, which approval shall not be unreasonably withheld, conditioned or delayed (the "Shopping Center Closing"); (v) Seller designating the closing and title agent; and (vi) at the Shopping Center Closing, the City shall deliver the Purchase Price to Developer. At the Shopping Center Closing, Developer shall deliver into escrow, for the benefit of the City, a statutory warranty deed conveying fee simple interest to the Vacant SC Property (the "Vacant SC Deed"). The Vacant SC Deed shall be held in escrow by the closing agent and shall not be recorded, and the Vacant SC Property shall not be conveyed to the City, unless the City properly exercises its right of reverter under the Reverter Clause. Fee simple ownership of the Vacant SC Property shall at all times remain with Developer (as well as the right to operate the Vacant SC Property in Developer's sole and absolute discretion) unless and until the City properly exercises such right. If the Vacant SC Deed is ever recorded due to the exercise of the right of reverter under the Reverter Clause, Developer shall be responsible for the cost of title insurance upon the recording or the Vacant SC Deed, and the City shall be responsible for the documentary stamp taxes on the Vacant SC Deed and the cost of recording the Vacant SC Deed.

LIENS AND FINES:

The City shall dismiss any and all liens and code violations, and shall forgive any and all fines that have accrued against the Property (the "Liens and Fines Dismissal"), including without limitation, the code violations, liens and fines associated with the following Case Numbers: Case No. BRR-000139-2023; Case No. 19-0078; Case No. 19-0887; Case No. 19-0888; Case No. 19-0890; Case No. 19-0891; Case No. 19-0892; Case No. 19-1288; Case No. 19-1298; Case No. 0199-2020; Case No. 19-0968; Case No. 19-1289; and Case No. 19-1297. The Liens and Fines Dismissal shall be effective as of the date that is the last of (a) site plan approval for the Project, (b) the Hooks Closing, and (c) the Shopping Center Closing, and within ten (10) business days of such date the City shall execute an acknowledgement in recordable form evidencing the Liens and Fines Dismissal.

REVERTER CLAUSE: The deed conveying the Hooks Property from the City to the Developer shall contain a reverter clause, and the Vacant SC Property shall be subject to a corresponding right of reverter exercisable through the Vacant SC Deed (collectively, the "Reverter Clause") that shall run with the Hooks Property and the Vacant SC Property until the Commencement Date, at which point the Reverter Clause shall automatically and without further action terminate, and the Vacant SC Deed shall be returned to Developer. City shall have the right, subject to Developer cure rights more clearly defined in the Agreement, to exercise its right of reverter in the event the Developer does not timely achieve: (i) the Closing Date; or (ii) the Commencement Date (the "Reverter Deadline"). Developer shall have the right to extend the Reverter Deadline for a period of one year, with written approval by the City which approval shall not be withheld, conditioned or delayed provided the Developer provides City with reasonable evidence that the Developer is pursuing the Commencement Date ("Reverter Outside Date"). Notwithstanding the foregoing, should the City exercise its reverter right, the Developer shall have the opportunity to avoid the reverter and maintain ownership of the Vacant SC Property and the Hooks Property by paying the City the fair market value of the Hooks Property and the Vacant SC Property, as determined by a Florida independent, third-party MAI-certified appraiser selected by Developer and acceptable to the City, but not less than the City's purchase price of the Vacant SC Property together with the City's purchase price of the Hooks Property (the "Buyout Price"). The cost of the appraisal shall be shared equally by the City and Developer. Developer shall have ninety (90) days following delivery of the appraisal to pay the Buyout Price for the Vacant SC Property and the Hooks Property, and upon such payment the Reverter Clause shall automatically terminate and the Vacant SC Deed shall be returned to Developer.

MIXED-USE INCENTIVE: The City shall appropriate $800,000 ("Mixed-Use Incentive Funds") toward the construction of the approximately 6,353 square feet of commercial retail space to be targeted for full-service premium restaurant tenants, as shall be more particularly described in the Agreement. The goal of the Mixed-Use Incentive is to help activate the area along Sunrise Boulevard and Sunset Strip and transform it into a vibrant, active mixed-use destination. The combination of new residential and commercial space being added with the Phase 1 project, The Ray, and Phase 2, The Set, will create the critical mass needed to make a meaningful difference to transform the area and serve as a catalyst for additional redevelopment along this corridor. Without a City incentive, the developer is not able to deliver the level of commercial presence envisioned along Sunrise Boulevard. The incentive is therefore an important component in making the project financially viable while helping achieve the City's broader goal of creating a vibrant, mixed-use corridor along with a strong commercial presence anchored by quality tenants, that attracts additional investment and redevelopment.

CITY FUNDING INCENTIVES: The purchase of the Hooks Property and subsequent sale to the

Developer, the City's payment of the Purchase Price for the Vacant SC Property, and the Mixed-Use Incentive, shall together be referred to as the "City Funding Incentives". Without the City Funding Incentives, the loss of income due to the Housing Requirements in addition to the cost of the restaurant spaces, infrastructure, utilities, and other development improvements would pose an impediment to the economic viability of the Project. Furthermore, without the City Funding Incentives, the Hooks Property and the Vacant SC Property will remain and contribute to the slum and blight of the area.

COVENANT TO FUND: The City shall budget and appropriate legally available funds as may be necessary in order to meet the funding obligations contained herein, subject in all respects to the restrictions of Florida law.

SUBORDINATION: All of the terms and provisions of the Agreement shall be subordinate to the Lender and the rights granted under the loan documents and the City agrees to revise any provisions necessary in any of its documents, by amendment if necessary, in order to meet the reasonable requirements of the Lender or any other funding party, without any approval by the City Commission or any other governmental or quasi-governmental approval.

ASSIGNMENT: Any Assignment of this LOI or the Agreement prior to the Commencement Date shall result in termination of the LOI and the Agreement, unless such Assignment is pre-approved in writing by the City. Notwithstanding the foregoing, the Developer may assign this LOI without approval from the City under the following circumstances: (a) if transfer is made for estate or tax planning purposes, (b) if transfer is made to an entity owned or controlled by the Developer principal, Jeff Burns, (c) if transfer is made to Lender or debtor that has a mortgage on the Property, (d) if transfer is made to an investor of Developer.

TRANSFER OF PROPERTY: Prior to the Commencement Date, any transfer of the property that is the subject of this LOI to another entity shall result in the termination of this LOI or Agreement, unless such transfer is pre-approved in writing by the City. Such termination shall relieve the City of any incentive obligations after such transfer of property under this LOI and Agreement. Notwithstanding the foregoing, the Developer may transfer the Property without approval from the City under the following circumstances, in which event this LOI and/or the Agreement shall not terminate: (a) if transfer is made for estate or tax planning purposes, (b) if transfer is made to an entity owned or controlled by the Developer principal, Jeff Burns, (c) if transfer is made to Lender or debtor that has a mortgage on the Property, (d) if transfer is made to an investor of Developer.

AGREEMENT COMPLIANCE: Failure of the Developer, following notice and cure period, to comply with the material terms of the Agreement shall be considered a breach of the Agreement and may result in loss of future incentive payments, as shall be further set forth in the Agreement.

INDEMNIFICATION: To the fullest extent permitted by law, Developer (or Developer's general contractor(s) or subcontractor(s)) agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of the performance or furnishing of services under the Agreement, to the extent that such claims, damages, losses or expenses are attributable to (1) misappropriations or misuse of City Funds, (2) violations of Chapter 163 or Chapter 166, Florida Statutes, (3) intentionally deleted, (4) failure to comply with Housing Requirements under Chapter 420, Florida Statutes, or (5) damage to City property, utilities, or equipment caused in whole or in part by the negligent acts, errors, or omissions of Developer, Developer's general contractor(s) or subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. City reserves the right, but not the obligation, to participate in the defense without relieving Developer of any obligation hereunder. Developer agrees this indemnity obligation shall survive the completion or termination of the Agreement.

RIGHT TO AUDIT: City shall have the right to audit the Project as may be reasonably required in order to ensure that the Infrastructure Incentive funding was used to pay for or reimburse Project Costs.

(Remainder of the page intentionally left blank)

The parties will use good faith efforts to finalize the Agreement in accordance with terms contained herein by _____ ____, 2026.

This LOI and the Agreement shall be made and construed in accordance with the laws of the State of Florida. This LOI may be executed in one or more counterparts, each of which shall constitute an original and together shall constitute one agreement.

AGREED TO AND ACCEPTED:

DEVELOPER:

THE PALMS APTS, LLC, a Florida limited liability company

By: _____
Jeffrey Burns, Authorized Signatory

Dated:_____

ATTEST:

CITY OF SUNRISE

By: _____
City Clerk

By: _____

Date: _____, 2026

EXHIBIT A

Royal/ASB Land

PARCEL 1:

A portion of Parcel "B", J.B.S.K. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 63, at Page 13, of the Public Records of Broward County, Florida, more fully described as follows:COMMENCE at the Southwest comer of said Parcel "B"; thence East along the South boundary of said Parcel "B", a distance of 377 feet to the POINT OF BEGINNING; thence continue East along said South boundary a distance of 123.72 feet, thence North parallel to the West line of Parcel "A" of said J.B.S.K. SUBDIVISION, a distance of 140 feet; thence West, parallel to the South boundary of said Parcel "B", a distance of 15 feet; thence North, parallel with the West line of said Parcel "A", a distance of 56.38 feet; thence West, parallelwith the South boundary of said Parcel "B", a distance of 108.72 feet; thence South, parallel to the West boundary of said Parcel "B", a distance of 196.38 feet to the POINT OF BEGINNING.

PARCEL 2:

A portion of Parcel "B", J.B.S.K. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 63, at Page 13, of the Public Records of Broward County, Florida, more fully described as follows:Commence at the Southwest comer of said Parcel "B"; thence East along the South, boundary of said Parcel "B", a distance of 165 feet to the Point of Beginning; thence continue East along said South boundary, a distance of 193 feet; thence North, parallel to the West line of said Parcel "B", a distance of 209.46 feet; thence West, perpendicular to the last described course, a distance of 192.98 feet; thence South, parallel to the West boundary of said Parcel "B", a distance of 206.94 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

PARCEL 3:

A portion of Parcel "B", J.B.S.K. Subdivision, according to the Plat thereof recorded in Plat Book 63, at Page 13, of the Public Records of Broward County, Florida, more fully described as, follows:Commence at the Southwest corner of said Parcel "B"; thence East along the South boundary of said Parcel "B", a distance of 358 feet to the point of Beginning; thence continue East along said South boundary, a distance of 42.72 feet; thence North, parallel to the West line of Parcel "A", of said J.B.S.K. Subdivision, a distance of 140.0 feet; thence East parallel to the South boundary of said Parcel "B", a distance of 85 feet; thence North parallel to the West line of said Parcel "A" , a distance of 157.1 feet; thence West making an included angle of 90degrees, a distance of 63 feet; thence North parallel to the West line of said Parcel "A", a distance of 150 feet; thence East making an excluded angle of 90 degrees, a distance of 63 feet; thence North parallel to the West line of said Parcel "A", a distance of 113.36 feet to the North boundary of said Parcel "B"; thence West along said North boundary a distance of 320.70 feet; thence South, parallel to the West boundary of said Parcel "B", a distance of 353.59 feet; thence East perpendicular to the last mentioned course, a distance of 192.98feet; thence South parallel to the West boundary of said Parcel "B", a distance of 209.46 feet to the Point of Beginning.

PARCEL 4:

A portion of Parcel "B", J.B.S.K. Subdivision, according to the Plat thereof recorded in Plat Book 63, at Page 13, of the Public Records of Broward County, Florida, more fully described as follows:Commence at the Southwest corner of said Parcel "B", thence East along the South boundary of said Parcel "B", a distance of 358 feet to the Point of Beginning; thence continue East along said South boundary, a distance of 19.0 feet; thence North, parallel to the West line of Parcel "B", of said J.B.S.K. Subdivision, a distance of 196.38 feet; thence East parallel to the South boundary of said Parcel "B", a distance of 108.72 feet; thence North parallel to the West line of Parcel "A", of said J.B.S.K. Subdivision, a distance of 364.08 feet to the North boundary of said Parcel "B"; thence West along said North boundary a distance of 320.70 feet; thence South parallel to the West boundary of said Parcel "B", a distance of 353.59 feet; thence East perpendicular to the last mentioned course, a distance of 192.98 feet; thence South parallel to the West boundary of said Parcel "B", a distance of 209.46 feet to the Point of Beginning.

All of the above also known as:

A portion of Parcel B, of J.B.S.K. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 63, Page 13, of the Public Records of Broward County, Florida, more fully described as follows:

Commence at the Southwest corner of said Parcel B; thence East along the South boundary of said Parcel B, a distance of 165 feet to the Point of Beginning; thence continue East along said South boundary, a distance of 335.72 feet; thence North, parallel to the East line of Parcel B, of said J.B.S.K. SUBDIVISION, a distance of 140.0 feet; thence West parallel to the South boundary of said Parcel B, a distance of 15.0 feet; thence North parallel to the East boundary of said Parcel B, a distance of 420.46 feet to the North boundary line of said Parcel B; thence West along the North boundary line of said Parcel B, a distance of 320.70; thence South parallel to the West boundary of said Parcel B, a distance of 560.50 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Parcel Identification Numbers: 494135150060, 494135150070, 494135150080 and 494135150090

Fee Simple Parcel:

A portion of Parcel "B", J.B.S.K. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 63, Page 13 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Parcel "A", J.B.S.K. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 63, Page 13 of the Public Records of Broward County, Florida, run on an assumed bearing of due North along the West line of said Parcel "A" for 140 feet to the POINT OF BEGINNING; thence continue due North for 420.45 feet; thence run North 89° 10' 57" West along the North line of Parcel "B" of said J.B.S.K. SUBDIVISION for 100 feet; thence run due South for 420.47 feet; thence run South 89° 11' 24" East, along a line parallel to the South line of said Parcel "B", for 100 feet to the POINT OF BEGINNING. LESS the South 20 feet of the property described above.

Easement Interest 1:

Easement for Ingress and Egress Easement as set forth in Easement Agreement as recorded in O.R. Book 31370, Page 1526, Public Records of Broward County, Florida, as more particularly described as follows:

Parcel "A" and the East 73 Feet of the North 260 Feet of Parcel "B" of J.B.S.K. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 63, Page 13, Public Records of Broward County, Florida.

Easement Interest 2:

Easement for Ingress and Egress Easement as set forth in Grant of Non-Exclusive Easement for Roads as recorded in O.R. Book 5657, Page 395, Public Records of Broward County, Florida, as more particularly described as follows:

A portion of Parcel "B", J.B.S.K. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 63, Page 13, of the Public Records of Broward County, Florida, more fully described as follows:

Commence at the Southwest corner of said Parcel "B"; thence East along the South boundary of said Parcel "B", a distance of 165 feet to the Point of Beginning; thence continue East along said South boundary, a distance of 193 feet; thence North, parallel to the West line of said Parcel "B", a distance of 209.46 feet; thence West perpendicular to the last described course, a distance of 192.98 feet; thence South parallel to the West boundary of said Parcel "B", a distance of 206.74 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Together with:

A portion of Parcel "B", J.B.S.K. SUBDIVISION, according to the Plat thereof recorded in Plat Book 63, Page 13, of the Public Records of Broward County, Florida, more fully described as follows:

Commence at the Southwest corner of said Parcel "B"; thence East along the South boundary of said Parcel "B"; a distance of 165 feet; thence North parallel to the West line of said Parcel "B" a distance of 206.74 feet to the Point of Beginning; thence continue along said parallel line a distance of 353.79 feet to the North boundary of said Parcel "B"; thence East along said North boundary, a distance of 193 feet; thence South, parallel to the West boundary of said Parcel "B", a distance of 353.79 feet; thence West, perpendicular to the last described course, a distance of 192.98 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Together with:

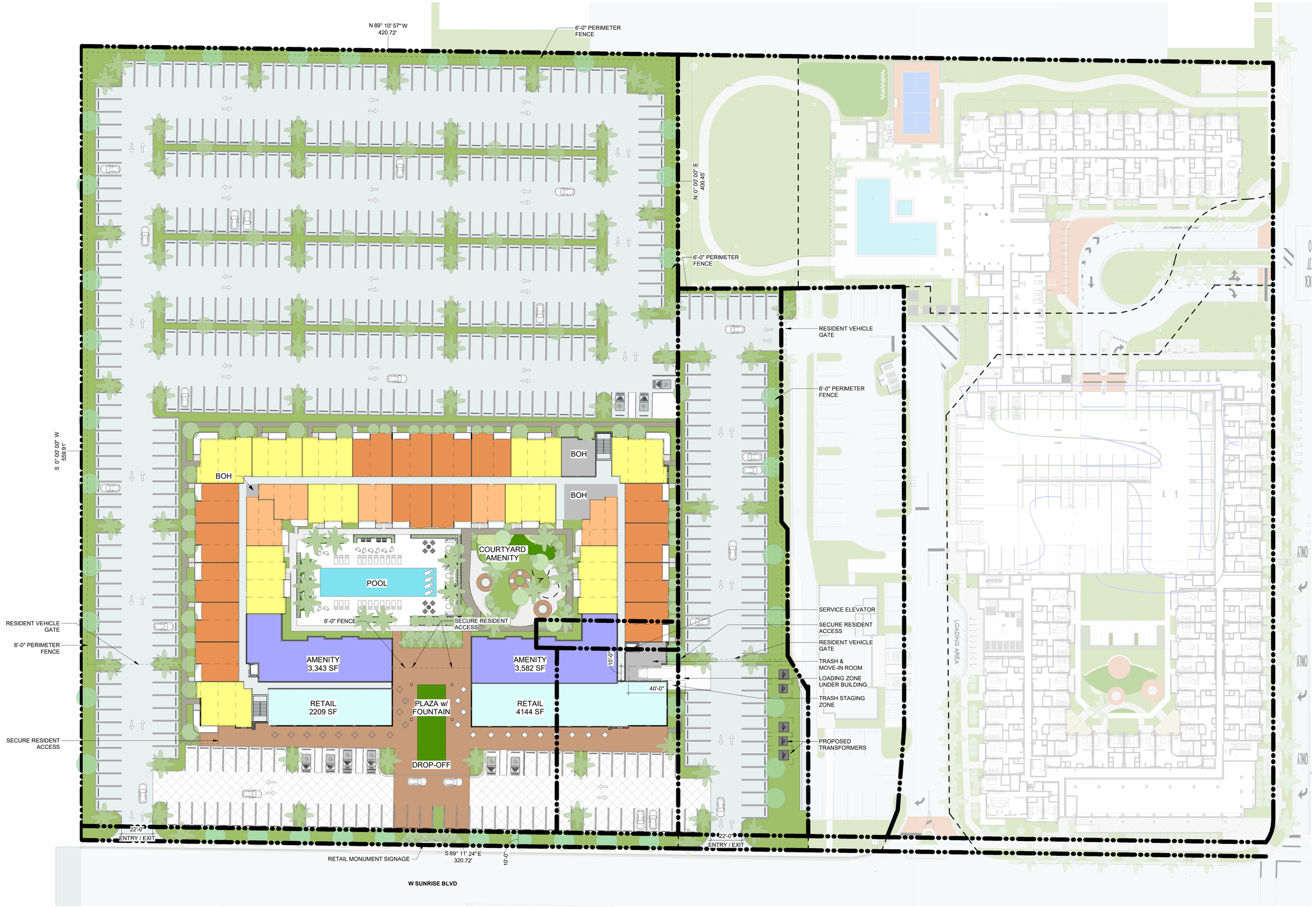
A portion of Parcel "B", J.B.S.K. SUBDIVISION, according to the Plat thereof recorded in Plat Book 63, Page 13, of the Public Records of Broward County, Florida, more fully described as follows:

Commence at the Southwest corner of said Parcel "B"; thence East along the South boundary of said Parcel "B", a distance of 358 feet to the Point of Beginning; thence continue East along said South boundary, a distance of 142.72 feet; thence North, parallel to the West line of Parcel "A" of said J.B.S.K. Subdivision, a distance of 140 feet; thence West, parallel to the South boundary of said Parcel "B", a distance of 15 feet; thence North, parallel with the West line of said Parcel "A", a distance of 420.46 feet to the North boundary of said Parcel "B"; thence West along said North boundary, a distance of 127.70 feet; thence South parallel to the West boundary of said Parcel "B", at distance of 560.50 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

EXHIBIT B

Preliminary Site Plan

[see next page]



AFFILIATED + RINKA

CONCEPTUAL | NOT FOR CONSTRUCTION

SITE PLAN

SUNRISE SPINOFF

24176 | 06/03/202



RINKA+

AFFILIATED + RINKA

AFFILIATED DEVELOPMENT



RINKA+

AFFILIATED + RINKA

AFFILIATED DEVELOPMENT

EXHIBIT C

Gateway Feature



SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Mark S. Lubelski, P.E., City Manager
City Manager's Office

ITEM #: 17.B. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the City Manager, Mark S. Lubelski.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the City Manager. Please find attached to this agenda item a memorandum summarizing highlights of my accomplishments for the last year.

Mark S. Lubelski, City Manager
Anniversary Date: July 11th
Last Review Date: September 15, 2025

Excerpt from Employment Contract: Section 5.2 Merit Increases. The City Commission shall meet to review and evaluate the performance of the Employee annually in August, beginning after the Employee has completed one year as City Manager. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase of either one or two pay steps retroactive to the first full pay period following his anniversary date. In the event a performance evaluation of the Employee is not completed within sixty (60) days of the Employee's anniversary date, the Employee shall receive a merit increase of two and one-half percent (2 1/2%) retroactive to the first full pay period following his anniversary date. In the event the pay ranges for General Executive/Management employees are adjusted to add a top step and drop the bottom step, Employee shall be entitled to receive an increase based upon the same timing and percentage value of the step that was added for General Executive/Management employees.

FUNDING INFORMATION:
N/A

ATTACHMENTS:

CITY OF SUNRISE FLORIDA

Memorandum

To: Mayor and City Commissioners

From: Mark S. Lubelski, P.E., City Manager

Date: August 5, 2026

Re: 2025/2026 Accomplishments

I would like to thank each of you for your leadership and support over the last six years during my time serving as City Manager. It has truly been a pleasure and an honor to lead this organization. I have prepared this memorandum of accomplishments for the last year; however, these accomplishments are really a testament to the dedication and hard work of our esteemed employees across every department and at every level of our organization.

Community Programs/Enhancements:

- **Residential Fence Repair Incentive Program** - Continued this program to incentivize Sunrise residents to improve their fence through repairs or replacement. Since the program was launched in September of 2023, the City has assisted 155 families and has disbursed $74,294.40.
- **Residential Rehabilitation Assistance** - Provided assistance to 22 income-eligible households to provide health and safety improvements throughout their homes, including but not limited to impact windows and doors, heating, ventilation, and air conditioning, electrical, plumbing, and/or other interior improvements, representing $1,291,172 in State and Federal grant funding.
- **HOME Investment Partnership Program** - Provided home purchase assistance to 10 income-eligible households, representing $375,250 in Federal funding.
- **Free Senior Transportation Program** - Provided 1,089 Sunrise seniors with free transportation to and from medical facilities.
- **Youth Athletics Incentive Program** - Continued this community program, funded through the American Rescue Plan Act (ARPA), and provided 709 gift cards, a total value of $35,450, to eligible youth athletic program participants.
- **BrowardUP - Partnership with Broward College** - Through this partnership, Broward College Entrepreneurship Experience (BCEx) delivered 3 free

entrepreneurial and financial-readiness programs for residents, along with 2 Business Roundtables. We served a total of 80 students across the 3 classes and had 28 students graduate.

- **Food Distribution Events** - Held 4 free food distribution events in partnership with Torre Fuerte Church and Farm Share to provide fresh and canned food items to 2,000 families in need.
- **Tree Giveaway Program** - Provided 2,627 free trees to Sunrise residents throughout the year.
- **Tree Replacement Program** - Installed 345 trees in various rights-of-ways and facilities throughout the City as part of the Tree Replacement Program.
- **Residential Landscape Beautification Program** - Relaunched the City's Landscape Beautification Program to include new tree options and obtained a new contractor to provide services to residents. The first group included the installation of 11 trees at 6 homes.
- **Lien Amnesty Program** - Continued the Lien Amnesty Program to gain compliance with outstanding Code violations, facilitate property closings, and further serve as a public benefit by increasing property values throughout the City. Lien payments in the amount of $150,649 were received.
- **Boys and Girls Club Gary Wendt Teen Center** - Since opening in June 2024, 413 members have enrolled and participated in the Sunrise Teen Center. They also spent 3,069 hours in the Youth Education Success (YES) Program to promote academic success and excellence in standardized testing. Overall, the Teen Center provided 5,385 snacks and meals to Program participants. Among the Class of 2026, 5 graduating seniors were awarded scholarships by the Boys and Girls Club of Broward County. Additionally, 54 teens participated in college tours and 38 members participated in various career day events sponsored by the Boys and Girls Club of Broward County.
- **Civic Center Grand Ballroom/"Signature Sunrise"** - Completed renovations to the Civic Center Grand Ballroom, now re-branded as "Signature Sunrise", a premier event venue. Since reopening on October 6, 2025, Signature Sunrise has hosted 81 rentals and collected $183,460 in revenue.
- **Bridal Expo** - Hosted a successful Bridal Expo at the newly renovated Signature Sunrise ballroom to enhance brand awareness and community engagement, featuring dozens of vendors and attracting over 200 attendees to experience the enhanced facility.
- **Sunrise Vet Connect** - Launched a free monthly meetup for military veterans, their spouses, and caregivers. Hosted by the Sunrise Senior Center, the program features guest speakers, community resources, and opportunities for Veterans and their families to learn and socialize. The program averages 45 attendees each month.
- **Tunes 'N Trucks** - Expanded the City's popular concert series to 10 concerts, including 6 at the newly opened Sunrise Amphitheater, 2 at the City Park Amphitheater, and 2 at parks throughout the City.

- **Light up the Holiday Event** - Expanded the 2025 Holiday Event to include additional light displays and a drone show, while also incorporating the Winter Wonderland children's event amenities such as a snow slide, rides, and inflatables.
- **250th Independence Day Event** - Expanded the July 4th celebration in recognition of the country's 250th anniversary to include additional event amenities, such as a themed drone show, an LED dance performance by Light Balance, and light up foam sticks to enhance the participant experience.
- **Adopt-A-Street Program** - Adopt-A-Street groups held 24 cleanups with 515 volunteer hours to remove 777 pounds of trash from our local roadways.
- **Sunrise Teen Leadership Summit** - Hosted the 2nd Annual Teen Summit during Spring Break, empowering 60 teens to engage with government officials, connect with leaders and peers, voice key issues, build career skills, explore opportunities, and learn about local and state government.
- **Sunrise Small Business Academy (SSBA)** - Provided 38 Sunrise residents with training and resources for small business success. Since 2022, the program has supported 140+ small businesses with essential skills in finance, marketing, HR, and City resources to successfully launch and grow.
- **Sunrise Leadership Academy (SLA)** - Provided 11 Sunrise high school juniors/seniors with education, training and life skills to prepare them for future success. Since 2009, the program has graduated more than 300 alumni, some of whom have gone on to serve on boards, lead youth camps, or pursue full-time careers in the public sector, including at the City of Sunrise.
- **Sunrise Leadership Academy (SLA) Alumni Reunion** - Hosted the SLA Alumni Reunion - *Welcome Back*, bringing together 35 alumni across 2 sessions (morning and evening) for community reconnection, career readiness, professional branding guidance, and insight into City employment opportunities.
- **Resident Leadership Academy (RLA)** - Provided 17 Sunrise residents, nonprofits and business owners with valuable insight into City operations. Since 2019, the program has educated more than 200 Sunrise alumni through City Commission discussions, departmental presentations, facility tours, guest speakers, and volunteer opportunities.
- **Social Media Engagement** - Enhanced community awareness and engagement by implementing proactive, strategic, and collaborative communication campaigns that connected residents with essential events, programs, and resources. These targeted digital outreach efforts significantly expanded our public engagement footprint, achieving a total of nearly 3 million views across our social media platforms.
- **Marketing Outreach** - Expanded the City's promotional reach through innovative multimedia programming, highlighted by commissioning a dedicated 30-minute Inside South Florida: In Your Neighborhood special on WSFL-TV. The broadcast featured five local programs and facility showcases, reaching more than 120,000 viewers across two airings, website spotlights, and social media distribution.

- **Sunrise Serves Video Series** - Launched *Sunrise Serves*, an internally produced video series highlighting the direct impact of City programs and amenities on residents' daily lives. Created entirely in-house and distributed across digital channels, the series has driven strong community engagement, earning thousands of organic views and positive feedback.
- **Village Art Plaza** - Served as host to a variety of programs including Farmers Markets, Blanket Bingo, Yoga at the Plaza, Storytime, and new events such as Oktoberfest Night Market, Art of the Season Holiday Night Market, Village Art Bites Food Truck Events, and World Art Day.
- **New Composting Pilot Program** - Initiated implementation of a new Composting Pilot Program branded as the "Compost Club". It is anticipated that the Program will be rolled-out and able to accept its first food waste at the end of September 2026.
- **Business Spotlight Award Program** - Launched a new business recognition program to honor businesses that strengthen the local economy and enhance the community. The inaugural 2026 Business Spotlight Award Program received 70 nominations, with 3 winners to be recognized at a future Commission Meeting.
- **SmartView Utility Billing Portal** - Launched the SmartView Dashboard, a modern customer portal that integrates with the City's Advanced Metering Infrastructure (AMI) to provide real-time water and natural gas usage data. Residents can track daily and hourly consumption, view trends, compare billing cycles, and receive leak alerts, improving transparency, customer engagement, and cost management.
- **Facility Enhancements**:
    - Installed cameras and emergency call boxes at various parks to enhance public safety and security.
    - Replaced the 7 outdoor exercise equipment stations at Flamingo Road Linear Park with new, vibrantly colored units located throughout the park.
    - Completed the installation of golf cart paths and 2 new restroom facilities at The Bridges at Springtree Golf Club, and additional improvements are in progress, including interior and exterior painting and new flooring in the clubhouse, along with roof work, and sod installation.
    - Completed the rear parking lot renovation at the Sunrise Tennis Club, and additional improvements are underway, including interior and exterior painting, and upgrades to the lounge and pro shop.
- **Accessibility Enhancements**:
    - Completed the installation of ADA-compliant automatic push-button door technology to the City Commission Chambers doors to improve accessibility for residents attending the City Commission meetings.
    - Completed the installation of ADA-compliant automatic push-button door technology to the outdoor restrooms on the exterior of the parking garage to improve accessibility for patrons attending events at the Sunrise Amphitheatre.

- Initiated planning for the installation of ADA-compliant automatic push-button door technology to the outdoor doors of the Sunrise Athletic Complex, Sunrise Senior Center and Sunrise Athletic Club to improve accessibility for patrons attending these facilities.
- Completed critical curb enhancements in key public areas to ensure accessible routes for all mobilities.

Employee Initiatives:

- **Wellness Support for Employees** - Provided activities for employees including a series of programs and events designed to support employees' mental health, work-life balance, stress management, and financial wellness. Events included "Take a Moment for Wellness" activity, free massages, lunch and learn workshops, and virtual webinars. In addition, the City partnered with a new Employee Assistance Program (EAP) provider, CuraLinc Healthcare, which offers SupportLinc, a program that provides emotional health, mental well-being, and work-life balance resources to support our employees and their families during both personal and professional challenges.
- **Wellness Screening Program** - Implemented an innovative Employee Wellness Screening Program that provide eligible full-time and part-time employees with a one-time $900 allowance for advanced health screenings and body scans. The voluntary program promotes early detection and preventive care and is available regardless of enrollment in the City's health insurance plan. It is expected that employees will be able to schedule their screening in mid-August 2026.
- **Succession Planning** - Successfully promoted employees into 43% of our total vacancies in support of succession planning and embracing talent within the organization.
- **Employee Appreciation** - Hosted the annual **"Best of the Best Breakfast"** at the Bridges at Springtree Golf Club to honor employees who were awarded the Outstanding Performance Award, Quarterly Management Award, or Employee of the Year Award. The annual **Employee Appreciation Dinner** was held at the Hard Rock Hotel to recognize the contributions made by staff throughout the year and announce the recipients of the Employee of the Year and Manager of the Year awards.
- **Employee Service Awards Program** - Hosted the **RISE Ceremony** (Recognizing Incredible Sunrise Employees) to recognize and reward employees that achieved City service milestones of 5, 10, 15, 20, 25, 30, 35 and 40 years of service.
- **Family Friendly Employee Appreciation** - Hosted the annual **Employee Appreciation Picnic** at Markham Park, bringing employees and their families together to celebrate the hard work and dedication of staff serving the Sunrise community. The event featured a live DJ, traditional barbecue, carnival-style foods, rides, games, and inflatables, with total attendance reaching 1,009 participants. Organized **Take Your Child to Work Day** a Citywide event for employees' children

(ages 8–13), featuring Police and Fire Rescue demonstrations, a kids mock City Commission meeting, and a City Career Showcase. A total of 127 children attended the event. We also hosted the **Sunrise Summer Kickoff Family Field Day**, a free employee appreciation event celebrating the start of summer and recognizing employees for their dedication and service to the City of Sunrise. Employees and their families attended a fun-filled morning featuring outdoor games, music, face painting, refreshments, sweet treats, and activities for all ages.

- **Employee Appreciation** - The City Manager's Office Leadership Team hosted 3 Ice Cream Social events for employees to encourage camaraderie and enhance employee morale.
- **Three Pillars Training** - Continued training of all City employees on the Sunrise Three Pillars (Customer Service, Collaboration, and Transparency), achieving a total of 770 employees trained through June 2026.
- **Toastmasters Rising Star Society** - Expanded this employee development program with 3 new cohorts in partnership with Toastmasters International, supporting employee development in public speaking, communication, and leadership while fostering cross-departmental collaboration.
- **Human Resources Information Systems (HRIS) Enhancements:**
    - **Pre-Boarding & Onboarding Automation** - Implemented a pre-onboarding portal with automated checklists to initiate and track background checks, medical and drug screenings, and required documentation, improving visibility, consistency, and efficiency.
    - **System Integration & Data Automation** - Launched integration between NEOGOV and Tyler to automate new hire data flow, reducing manual entry and improving data accuracy.
    - **Performance & Learning Integration** - Integrated LEARN with Perform, enabling supervisors to assign targeted training aligned with performance management, employee development, and succession planning.
    - **Process Automation & Workflow Improvements** - Expanded electronic Personnel Action Forms (PAFs) by action type, enhancing reporting, improving data accuracy, streamlining approval workflows, and promoting sustainability.
- **eForms Implementation & Digital Transformation** - Implemented eForms to transition key processes from paper to fully digital workflows, standardizing forms and improving efficiency and accessibility across departments. The platform supports real-time tracking, automated routing and approvals, reduced processing time, improved data integrity, lower cost and enhanced recordkeeping and audit readiness.
- **Developing a High-Performing Workforce** - Continued enhancements to the City's LEARN platform strengthened employee growth and organizational excellence. By June 2026, employees had completed 2,009 courses in the new system, totaling 2,380 training hours, reflecting strong engagement in professional development and supporting consistent, high-quality training across departments.

- **Alternative Work Schedule (AWS) Pilot Program** - Launched an Alternative Work Schedule Pilot Program, providing eligible full-time employees with a three-day weekend every other week while expanding service levels and operational effectiveness by extending business hours throughout the City. This initiative supports employee well-being, work-life balance, recruitment, retention, and workforce engagement.

Grants Received:

- Awarded grant funding through Broward County MAP Broward for the construction of drainage improvements along Sunset Strip from NW 107th Avenue to Sunrise Boulevard - **$1,125,000**.
- Awarded grant funding through Resilient Broward for Basin 15 drainage Improvements including culvert upgrades for existing culverts at crossings located along NW 50th Street and NW 52nd Street - **$500,000**.
- Awarded additional grant funding through the FL Department of Environmental Protection for the Comprehensive Vulnerability Assessment - **$14,976**.
- Awarded a Year 3 technical services and software grant through the FL Department of Management Services for cybersecurity at no cost to the City.
- Awarded grant funding through the FL Department of Law Enforcement for Identity Theft and Fraud operations to reimburse for overtime investigations- **$10,000**.
- Awarded grant funding through the FL Department of Transportation for the Impaired Driving Initiative to reimburse overtime for data-driven high visibility enforcement and educational programs, focusing on interstate speed prevention operations - **$50,000**.
- Awarded grant funding through the FL Department of Transportation for Speeding and Aggressive Driving Initiative to reimburse Police Officer overtime to conduct data-driven high visibility enforcement with the goal of reducing speeding-related fatalities and injuries - **$75,000**.
- Awarded grant funding through the FL Department of Transportation – Subgrant for Highway Traffic Safety Funds to reimburse overtime for Occupant Protection and Child Passenger Safety Initiative - **$75,000**.
- Awarded grant funding through the FL Department of Transportation Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program for overtime high visibility education and enforcement operations - **$35,000**.
- Awarded grant funding through the FL Department of Health to implement an Opioid Co-Responder Program aimed at providing post-overdose support - **$344,998**.
- Awarded grant funding through the FL Department of Health for Emergency Medical Services to support the Fire Department- **$7,165**.
- Awarded grant funding through a federally funded Community Development Block Grant CARES (CDBG-CV) subgrant for installation of public Wi-Fi at City Park, Village Beach Club, and Roarke Hall to expand free, reliable internet access for

residents and visitors at these community facilities - **$125,623.**

Capital Projects:

- **Sunrise Amphitheater and Great Lawn** - Completed the renovation of the amphitheater and great lawn venue featuring 5 tiers of seating, a 2,500-person capacity lawn, theatrical lighting, and enhanced audio for concert events. A **Grand Reopening and Ribbon Cutting** celebration was held on October 4, 2025, for the public to enjoy the newly upgraded space.
- **Sunrise Amphitheater Public Wi-Fi** - Initiated construction of public Wi-Fi infrastructure at the Sunrise Amphitheater to provide scalable, reliable wireless coverage for attendees, performers, vendors, and City staff during high-density public events. This project is expected to be concluded in September 2026.
- **Sunrise Tennis Club Parking Lot Renovation** - Completed the renovation of the Sunrise Tennis Center Parking Lot. The project included a new asphalt parking lot, drainage improvements, pedestrian connection to the facility, lighting, a clay dumpster enclosure, guardrails, landscaping and irrigation.
- **Citywide Bus Shelters – Phase 2** - Completed the construction of a new bus shelter located at the Village Art Plaza.
- **Fire Station 83 and 92 - Bay Doors Replacement** - Completed replacement of the Bay Doors at both Fire Stations with Hurricane rated doors.
- **Veterans Park Playground Shade Structure** - Completed the construction of shade structures over the playground equipment at Veterans Park.
- **Sunset Strip Park at NW 109th Avenue** - Progressed construction of this new park that converts an existing unused paved area into a new park with open multipurpose green space, landscaping, and irrigation. This project is expected to be concluded in September 2026.
- **Springtree Wastewater Treatment Plant Equipment & Storage Building** - Completed construction of a new 6,000 square feet building at the Springtree Wastewater Treatment Plant on a parcel purchased by the City in 2016. This building includes the City's first solar photovoltaic array, capable of producing approximately 10 kwh of solar power.
- **Allegro and Laguna Service Line Replacements** - Completed construction to replace approximately 207 water service lines throughout the Allegro and Laguna communities located between Flamingo Road and NW 136th Avenue.
- **Advanced Metering Infrastructure (AMI)** - Progressed the implementation of the new Advanced Meter Infrastructure (AMI) Project, which replaces the City's manual read water and gas meters. This project allows all utility meters to now be read remotely, which streamlines operations, reduces costs and promotes sustainability. Currently we have replaced over 43,000 water meters and 6,500 gas meters with the project expected to be concluded in October 2026.
- **Springtree Wellfield Maintenance Improvements** - Completed construction of various improvements at the Springtree wellfield, including paved maintenance

paths for vehicle access, installation of drain/purge lines, and construction of two restroom facilities.

- **Springtree WTP Improvements Phase 1** - Completed construction of the conversion of the former Reverse Osmosis treatment to Nano Filtration Treatment at the Springtree Water Treatment Plant.
- **Sunrise Golf Village Infrastructure Improvements** - Progressed construction of the Sunrise Golf Village Infrastructure Improvements, including water mains, force mains, drainage improvements and milling and resurfacing of all affected roadways within the project limits. This project is nearing completion.
- **Hiatus Road Trailhead Park** - Completed construction of the Hiatus Road Trailhead Park, the newest addition to the City of Sunrise municipal parks, which opened on February 16, 2026. It features a butterfly garden, walking path, seating, a bike rack, and a bike repair station. The work was designed and completed by City staff.

Public Art:

- **Master Plan** - Finalized and adopted City's first ever Public Art Master Plan.
- **Village Art Plaza** - Purchased 2 art sculptures and selected 7 new temporary art sculptures to be displayed at the Village Art Plaza.
- **Flamingo Linear Park** - Installed 4 new temporary art sculptures to be displayed at Flamingo Linear Park.
- **1200 Sunset Strip Parking Lot** - Completed the Caribbean garden sculpture and held a community ribbon cutting ceremony.
- **Panthers on the Prowl Art Sculpture** - In partnership with the Florida Panthers, the City commissioned the "Panther Under Glass" stained-glass mosaic art sculpture, featuring Everglades sunsets and native wildlife, which is displayed at City Hall.

Economic Development:

- **Baptist Health South Florida Hospital** - Baptist Health Hospital held their groundbreaking event and are working on finalizing their building permits to begin construction. The estimated value of the project is $500 million.
- **Broward Health Free Standing Emergency Department** - Broward Health completed construction of a free-standing Emergency Department in central Sunrise and held a ribbon cutting ceremony. Scheduled to see first patients August 4, 2026.
- **Pat Salerno Drive** - Construction of the full interchange on Pat Salerno Drive is expected to start next year. This will help alleviate traffic in western Sunrise and prepare for the future development in our Business and Entertainment District.
- **Freebee On-Demand Transportation Services** - Continued this popular free transportation program, which serviced 62,000+ passengers in 2025 and

continues to grow each year. Vehicles are custom branded and showcase an animated slideshow of City amenities and programs, and economic development. Presented a new Transportation Special Assessment as part of the Proposed Budget to fund this Program in FY 2026/2027.

- **New Multifamily and Townhome Projects** - Projects totaling over 3,000 new units are in various stages of planning and development throughout the City. Below are highlights of the new residential development projects in Sunrise:

  Workforce Housing

  - **Pine Island Park** - Located west of Pine Island Road on the South side of NW 44th Street. This project will have 120 multifamily units between 30% and 70% Area Median Income (AMI). This Live Local project is currently under construction.
  - **Sunset Strip Square** - Located at 1577 Sunset Strip. This project will have 29 single family homes up to 120% AMI that will be for sale. The project is in the building permit phase and is expected to start construction in the next few months. Sunrise residents and employees received the "First Look" and the first chance to reserve a lot/new home before sales opened to other interested buyers. During the First Look period, 68 individuals completed interest forms requesting additional information about the project.
  - **Vista at Springtree** - Located at 3100 N University Drive. This project proposes 96 units between 30% and 80% AMI with a small commercial component. This Live Local project is currently in the development application stage with concurrent permitting construction anticipated to commence later this year.

  Mixed-Income Housing

  - **The Ray** - Located on the northwest corner of Sunrise Boulevard and Sunset Strip. This proposed catalyst project includes mixed-use with 400 units, with 132 restricted up to 120% area median income. The project has received Site Plan approval and is currently in the permitting phase. The City has also entered into an economic incentive agreement for The Ray project to support a key opportunity site in eastern Sunrise.
  - **Solterra** - Located on the former Sunrise Golf and Country Club site in eastern Sunrise. Final site plan approval was received for 400 single-family homes and 500 townhomes. The project and offsite improvements are in various phases. The preliminary site work is almost complete, construction of offsite improvements on NW 30th Place have commenced, and construction of onsite infrastructure and homes are expected to begin this summer.
  - **Caroline at Sunrise** - Located near the southwest corner of Oakland Park Boulevard and N Pine Island Road. This project includes 412 apartments and 40 townhomes and will be built on the land where the former ice rink and red barn were located. The site has been cleared in preparation for the development, and the project is in the permitting phase. Site work began in May, with infrastructure and building construction expected this summer.

Market Rate Housing

- **Sunrise Gardens** - Located on the northwest corner of Oakland Park Boulevard and University Drive. This is a 235-unit apartment complex on the former BJ's Wholesale site. All 6 buildings have been completed and the project is in the final closeout stages with Certificate of Occupancy under way.

- **Metropica** - Located on the northeast corner of Sunrise Boulevard and NW 136th Avenue. This project received approval of an amended Development of Regional Impact Development Order to increase the total high rise dwelling units from 2,500 to 3,000 and increase office from 785,000 to 925,000 square feet in which the additional office space is restricted to the City owned parcel within the Metropica DRI. In addition, a revised master plan was approved and infrastructure permits for Pod A, the southern 20 acres, were issued and site work commenced in May.
- **Sunrise Town Center** - Located on the northeast corner of Oakland Park Boulevard and University Drive. This is a redevelopment project including the demolition of the vacant building in the Sunrise Town Center and the construction of a new Publix and façade improvements. This project received site plan approval and is in the permitting phase. The project is expected to commence construction this fall.
- **Jamco** - Located at the old Roller Hockey site, off NW 103rd Avenue, south of NW 53rd Street. This is approximately a 40,000 square foot office/warehouse building with adjacent outdoor storage building. This project is in the permitting phase and expected to begin construction this summer.
- **Amerant Bank Arena LUPA** - The Land Use Plan Amendment (LUPA) is expected to be presented to the City Commission for 1st reading in August. Subsequently, the LUPA will proceed to the Broward County Commission and state review agencies prior to being presented to the City Commission for 2nd reading. Following the LUPA process, the master planning process for this development will commence.
- **Enspire** - Located on the south side of Oakland Park Boulevard, between NW 64th Street and NW 68th Avenue. This project proposes 2 multi-family residential buildings with 229 units. Fifty-seven of the multi-family units are planned to be restricted as affordable housing units at the moderate-income level, 120% area median income. The rezoning and site plan applications are expected to be presented to the City Commission in the upcoming months.
- **Goddard** - Located on an outparcel of the Sawgrass Mills mall, at 2600 Sawgrass Mills Circle. This project received approval to convert the existing vacant building to a Goddard School: Preschool & Daycare/Early Childhood Education. The project is currently in the permitting phase.
- **Uniform Signage Plans** - Adopted an amendment to the Uniform Signage Plan for the Sawgrass Mills mall and the Amerant Bank Arena. Approved a Uniform Signage Plan for Baptist Health South Florida Hospital and Caroline at Sunrise multi-family development.

- **Building Division Fee Schedule** - Amended the Community Development Department "Building Division Fee Schedule" to adjust the percentage-based permit fees for new construction, additions, and alterations.

Code Amendments:

- **Update Sign Code Regulations** - Continued public engagement with the community to seek critical input from both the business community and the residents of the City related to sign code regulations.
- **Planned Unit Development & Revisions** - Amended the City Code to provide a waiver for up to 15% reduction in the minimum unit size (floor area) for affordable housing projects to promote affordable housing in Sunrise.
- **Certified Recovery Residences** - Amended the City Code to create procedures to comply with state law related to requests for reasonable accommodation to establish a certified recovery residence, while preserving the overall intent and purpose of the City's planning and land use regulations.
- **School Zone Speed Detection** - Amended Chapter 14 of the City code, "Traffic and Motor Vehicles," by creating Article IV entitled "Speed Detection Systems in School Zones," authorizing the use of the school zone speed detection systems.
- **10-Year Water Supply Facilities Work Plan** - Adopted an Amended 10-year Water Supply Facilities Work Plan and amended the City of Sunrise Comprehensive Plan to strengthen coordination between water supply and Local Land Use Planning.
- **Procedures for Consideration of Rezonings** - Amended the City Code to revise the procedures for consideration of Rezonings. Under this amendment, most rezoning applications will be scheduled for a first reading and subsequently considered at a single quasi-judicial public hearing during second reading.
- **Electric Bicycles, Motorized Scooters, and Motorized Mobility Devices in Public Parks** - Amended Chapter 14 "Traffic and Motor Vehicles," Article I to prohibit the use of electric bicycles, motorized scooters, and motorized mobility devices in public parks except on park roads and in designated parking areas.

Other Accomplishments:

- **Distinguished Budget Award** - Awarded the Distinguished Budget Award by the Government Finance Officers Association (GFOA) for the 13th consecutive year.
- **Certificate of Achievement for Excellence** - Awarded the Certificate of Achievement for Excellence Financial Reporting for our Annual Comprehensive Financial Report (ACFR) by the GFOA, for the 31st consecutive year.
- **Tree City USA** - Recognized as a **Tree City USA**, for the 38th year.
- **Bicycle Friendly Community** - Maintained the City of Sunrise designation as a Bicycle Friendly Community with a Bronze level award from the League of American Bicyclists.

- **Impact Fee Study** - Hired a consultant to review the City's Impact Fee Schedule and make recommendations for adjustments to the Impact Fee Schedule that are compliant with state law.
- **City of Sunrise Schools** - The Broward County School Board identified Bair Middle School for closure. As a result of extensive advocacy efforts, Bair Middle School was removed from the proposed closure list and remained open.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Felicia M. Bravo, City Clerk
City Clerk's Office

ITEM #: 17.C. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the City Clerk, Felicia M. Bravo.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the City Clerk.

Felicia M. Bravo, City Clerk
Anniversary Date: February 13th
Review Period: February 13, 2025 - February 12, 2026
Last Review Date: September 15, 2025

Because the review date is six months after the anniversary date, both FY 23/24 and FY 24/25 YTD accomplishments are attached.

Excerpt from Employment Contract:
Section 2 (C): Benefits. In exchange for her services as City Clerk, Felicia M. Bravo shall receive the following benefits...Unless otherwise provided by this Agreement, all benefits provided to the General Employee Executive/Management personnel as designated in the City's Executive/Management Ordinance at the same level at which they are being provided as of the date of this Agreement, as well as any additional benefits or increases. If the City Commission approves an annual merit increase for Executive/Management personnel, Felicia M. Bravo shall receive the merit increase on her anniversary date.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Accomplishments FY 2024-2025

Accomplishments FY 2025-2026 YTD

Memorandum

To: Mayor Ryan and Commissioners

From: Felicia M. Bravo, Sunrise City Clerk

Date: August 5, 2025

Re: FY 2024-2025 City Clerk's Office Accomplishments through July 2025

The City Clerk's Office has had a productive year. During the FY 2024/2025 budget process, several projects were cited as justification to add an additional position to the office. All of the proposed projects would enhance transparency, require collaboration with other departments, all while improving internal and/or external customer service. An Administrative Officer I was hired in late January 2025. The following provides an update related to each project and information about additional activities and improvements by the City Clerk's Office.

Addition of 16th City Advisory Board – AIM Advisory Board

On October 8, 2024, the City Commission created the Accessibility, Inclusion and Mobility (AIM) Advisory Board. The 11-member board has strict membership qualifications. The City Clerk's Office created an online application with specific questions related to the board membership requirements. The Office contacted appropriate organizations to identify potential members and to ensure the applicants met the requirements. Staff confirmed each applicant completed and passed background checks. The new AIM Board brought the total number of board members to 140.

Online Public Records Request Software as a Service (SaaS)

The City Clerk's Office is on a par with last fiscal year's record number of public records requests. While the present method of processing has worked well to date, efficiencies may be found by using an intermediary to receive the requests. A Program Modification for public records processing software as a service (SaaS) was included in the proposed FY 2025/2026 City Clerk's Office budget for your consideration.

Implementation of Campaign Finance Software as a Service (SaaS)

In June 2025, the City Commission adopted a resolution allowing for the submission of Campaign Finance Reports through an electronic filing system. The same evening, the City Commission approved a "Candidate Financial Reporting System Agreement for Municipalities" between the Broward County Supervisor of Elections and the City. The Supervisor of the Elections Office has since advised that it is reviewing their partnership with VR Systems, Inc. As a result, an executed agreement has not been returned. However, another company, EasyVote, has improved its software to include a two-step approval process for the reports and it is a now viable solution. EasyVote is used by 33% of Broward County municipalities.

City-wide Training on the Sunshine Amendment

The City Clerk's Office is eager to continue the training of City staff regarding both the Public Records Law and the Open Meetings Law. In mid-August, the City Clerk's Office will once again provide department-specific training regarding the Sunshine Amendment. This training is in addition to board liaison and board member Sunshine Amendment and ethics training.

Online Lien Inquiries Software as a Service (SaaS)

Software services that respond to lien inquiries have been in the marketplace for many years. In the past these services were explored but not utilized because the City's land management system was incompatible. The City now uses enterprise software. Staff from Community Development, Finance and the City Clerk's Office met with three different vendors to see how the products performed. There are concerns that the software may not be able to handle the various ways in which lien fines are calculated. In order to test the software, both lien inquiry processes would need to run concurrently for 30 days to ensure the software output is accurate. If the software is able to perform properly, the Public Service Division would be the major beneficiary, but the Code Compliance Division would have to continue using the current method due to the complexity of property maintenance and code compliance liens.

Historical Museum

The City Clerk's Office is processing 53 boxes from offsite storage that contain historical documents, articles and artifacts. Once the contents of each box are confirmed and correctly catalogued as necessary, the City Clerk's Office and City Manager's Office will proceed with the initial selection of documents and artifacts for display.

Automated Document Routing and Management

Currently, routing documents for signature is a highly manual process. City staff are examining opportunities to use digital signatures, which opens up the possibility of routing, executing and managing documents digitally. Implementation would allow staff from multiple departments to see the status of a document during the routing process. The City Clerk's Office is researching viable systems.

Sunshine Amendment Training for New Employees

As part of the onboarding process in the City, training on the Public Records Law and Open Meetings Law should be mandatory for all new employees. The training could be conducted once a month or quarterly at a central location.

Additional Projects/Improvements

In addition to the above-listed efforts, the City Clerk's Office has also moved forward with other projects and improvements.

- Addition of two new staff members in 2024 and 2025. Deputy City Clerk Lina Zapata joined the office in late August 2024 and Administrative Officer I Mariana Esposito began in late-January 2025. Both are working toward obtaining their Certified Municipal Clerk (CMC) designations through various training opportunities.
- The Office is working with IT to create an off-site records management request form in SharePoint which will standardize the manner in which departments submit their requests to the City Clerk.
- The Office is working with IT to create an online retirement plan board voting system using Microsoft 365. It is approaching the testing phase.
- A standardized records exemption notification form is in development.
- To provide easier access to the Commission and Boards webpage for residents, the Office worked with Marketing to develop flyers with QR codes which take prospective board members directly to the webpage, which has a link to the board application.
- Board rosters were modernized to make it easier to change and add additional information.
- The monthly public meetings notice was modernized to make it easier to change and add additional information.

All of the projects and process improvements moved forward while maintaining the regular duties of the office, which include processing lien inquiries, recording documents, maintaining Form 1 Filer lists, registering lobbyists, transcribing minutes, processing and digitizing ordinances, resolutions and agreements, processing board applications and maintaining board membership, publishing out-of-section display ads, and finally, managing active and inactive records.

The City Clerk's Office is proud of its accomplishments to date and staff looks forward to shepherding the projects to fruition.

Memorandum

To: Mayor Ryan and Commissioners

From: Felicia M. Bravo, Sunrise City Clerk

Date: August 5, 2026

Re: To-Date FY 2025-2026 City Clerk's Office Accomplishments

The City Clerk's Office has had a productive fiscal year. During the FY 2024/2025 budget process, several projects were cited as justification to add an additional position to the office. All of the proposed projects enhanced transparency, required collaboration with other departments, all while improving internal and/or external customer service. Several of those projects were funded in the FY 2025/2026 budget. The following provides an update related to those projects and information about additional activities and improvements made by the City Clerk's Office.

Ongoing Professional Development of City Clerk Staff

The City Clerk's Office continued to prioritize professional development by ensuring all staff participated in position-appropriate education and training throughout the year. These efforts support the knowledge, skills and abilities required to provide exceptional service and regulatory compliance within and beyond the Office. As a result, Deputy City Clerk Lina Zapata earned her Certified Municipal Clerk (CMC) designation in January 2026.

Implementation of Campaign Finance Software as a Service (SaaS)

In December 2025, the City Clerk's Office successfully implemented a cloud-based Campaign Finance Software as a Service (SaaS) platform, transitioning all municipal candidates to an online campaign finance reporting system. The new platform streamlines the filing process by allowing candidates to electronically submit required campaign finance reports, reducing reliance on paper filings and improving accessibility for both candidates and the public.

The transition was completed smoothly with minimal disruption to candidates. City Clerk staff provided guidance and support throughout the implementation process, ensuring users were able to navigate the new system effectively. The online platform enhances efficiency,

improves the accuracy and timeliness of campaign finance reporting and increases transparency by making campaign finance information more readily available to the public.

Transition to Granicus' Peak Agenda/SwagIT

As Granicus' NovusAgenda, MediaManager, and LiveManager agenda management and meeting streaming service platforms reach end-of-life, they are being replaced with newer solutions: Granicus' Peak Agenda/SwagIT.

Peak Agenda Management offers the flexibility required to support the City's agenda workflow and approval process. SwagIT provides live streaming through the City's website and supports simultaneous broadcasts to Facebook and YouTube. In addition, SwagIT offers both partially managed and fully managed video production services.

Residents will be able to access meeting transcripts and select any word or section of the transcript to navigate directly to the corresponding point in the meeting video. These enhanced features will provide a more user-friendly experience by making it easier for residents to locate specific agenda items, follow meeting discussions, and quickly access the information most relevant to them.

Implementation is underway and includes extensive workflow configuration and staff training. The SwagIT meeting streaming services portion of the project will launch in several weeks, while the Peak Agenda Management portion will roll-out toward the end of the calendar year.

Online Public Records Request Software as a Service (SaaS)

The City Clerk's Office is far outpacing last fiscal year's number of public records requests. While the present method of processing requests has worked well in the past, efficiencies may be found by using an intermediary to receive the requests. The FY 2025/2026 City Clerk's Office budget included funding for a public records processing software as a service (SaaS) platform. The City Clerk's Office invited the Police Department to join the effort with their own request portal within the software.

Implementation is underway with both departments, including workflow configuration and staff training, with a soft launch anticipated in September. The new platform will streamline request processing, improve tracking and communication with requestors, and enhance transparency and reporting.

Document Management System Migration

In collaboration with the Information Technology Department (IT), the City Clerk's Office is transitioning from the unsupported Optiview Document Management software to Tyler Content Management (TCM). The new system will provide a platform for managing official

City records and improve long-term records management. The project is currently in the testing phase, with staff validating system functionality and preparing for implementation.

Off-site Records Management Workflow Improvement through Microsoft SharePoint

In collaboration with the Information Technology (IT) Department, the City Clerk's Office implemented a SharePoint-based workflow to standardize the submission and tracking of requests related to off-site records. The new process provides departments with a consistent, centralized method for requesting records, improving efficiency, enhancing tracking and accountability, and reducing processing time for record retrievals and returns.

All of the projects and process improvements moved forward while maintaining the regular duties of the Office, which include processing lien inquiries, recording documents, maintaining a Form 1 Filer lists, registering lobbyists, transcribing minutes, processing and digitizing ordinances, resolutions and agreements, processing board applications and maintaining board membership, publishing out-of-section display ads, and finally, managing active and inactive records.

The City Clerk’s Office is proud of its accomplishments to date and staff looks forward to shepherding the projects to fruition.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: John K. McNamara, Fire Chief
Fire Rescue Department

ITEM #: 17.D. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief, John K. McNamara.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the Fire Chief. Chief McNamara is currently at the top of his pay range.

John K. McNamara, Fire Chief
Anniversary Date: January 12th
Last Review Date: September 15, 2025

Excerpt from the Employment Contract:
Section 5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employee by July 30th of each year or with 60 days thereof, beginning after the Employee has completed one year as Fire Chief.

Section 5.3 Merit. In any given year in which the Employee receives a favorable performance review, the Commission may approve a merit increase, within Employee's pay range, of one (1) pay step retroactive to Employee's anniversary date which for purposes of a merit increase shall be the Effective Date of this Agreement.

FUNDING INFORMATION:
N/A

ATTACHMENTS:
Fire Chief John K McNamara Performance Review 2026

Memorandum

To: Mayor and City Commissioners

From: John K. McNamara, Fire Chief

Date: August 25, 2026

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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I want to take this opportunity to say thank you for allowing me to serve as the Fire Chief for the City of Sunrise Fire Rescue Department. As I have mentioned in the past, it is genuinely humbling to serve not just the residents, business owners, and visitors of the great City of Sunrise, but also the women and men of the Sunrise Fire Rescue Department. As a Chartered Officer, I hope that over the past year, I have represented your interest in overseeing our community's fire rescue needs in a way that supports the vision, mission, and values our community has come to know.

The Sunrise Fire Rescue Department is made up of 178 dedicated women and men, of whom 168 are sworn fire-rescue professionals, who pride themselves in serving our community's needs. I mention this as, while I realize this will be a review of my overall work performance over the past twelve months, much of my success and that of the department's is the result of these fire-rescue professionals and the administrative support staff going above and beyond every day they come to work on behalf of our community.

The Sunrise Fire Rescue Department is once again on pace to respond to more than 16,000 calls for service in the 2026 Fiscal Year, ranging from fire suppression, emergency medical services, and special operational calls (which include regional response calls as part of our countywide regional team agreement). We continue to have strong cross-jurisdictional response relationships based on the countywide "fastest unit response" protocols, especially with our neighboring geographical communities.

While there are a lot of tasks and activities that have been completed over the last year, the following represents some of the highlights of our accomplishments and some background on these examples for your review:

- The Administration Division continues to work in assisting with oversight of the other Divisions within the department to assist and support a variety of functions for each division (i.e., hiring and recruiting, payroll-related matters, employee-related issues, employee accidents and injuries, workers' compensation, etc.). One area of interest this past year has been transitioning the fire inspection billing from the Community Development Business Tax Receipt Office to our department. Our Administration Division works with our Fire Prevention Division to oversee this new billing process. In short, this process is expected to improve our overall annual inspections program and provide more intentional, direct oversight of payment collection from businesses.
- The Operations and Training Division continues to be the primary aspect of our department with the overall responsibility of responding to all the 911 calls for service, along with preparing our team to be ready for those calls for service. This year, the Division developed a robust, hands-on training program focused on fire suppression tasks, which are generally our low-frequency/high-risk calls for service. In addition, they trained more fire-rescue personnel to become certified in dive-rescue-related emergencies to strengthen our technical team program. Our Emergency Medical Services side of the Division implemented several new initiatives, from administering antibiotics to performing life-saving finger thoracostomies, enabling our personnel to continue delivering high-quality emergency medical care. One area we continually review and will continue to focus on is recruiting and retaining qualified fire rescue personnel. We facilitated another recruitment process that included onboarding seven new personnel to replace resignations and retirements. That said, over the past few years, the profession has seen a decrease in interest compared with years past, and departments across the tri-county area have seen this lack of interest coupled with retirements and newly implemented work schedule changes, making competition for qualified candidates higher than ever. I will continue to monitor this issue, collaborate with outside agencies, and keep you all abreast of any changes or recommendations moving forward.
- Our Community Risk Reduction Division, which oversees Emergency Management, Public Education, and Community Paramedicine, continues to have a positive impact on our community engagement. On the Emergency Management side, we once again achieved Storm-Ready recertification from the National Weather Service, showing that our department meets the community's emergency preparedness standards. In addition, we added several more community members to our highly sought-after CERT Team (which, by the way, has volunteerism second to none in assisting our community outreach events). Through our Public Education component, we once again hosted two (2) successful open house events at Station 39 and Station 72, along with our annual Fire Prevention Month, where we work with all our local schools to teach fire safety skills. We also strengthened our community communication platform through our current internship program, which focused on creating and implementing social media-style outreach campaigns to engage our community better. Overall, it has been a tremendous success. Finally, our Community Paramedicine program continues to find new ways to improve the social services component of our pre-hospital emergency services program. We made mid-year changes to shift to a more social-service case-

management oversight model and recently hired a social worker to support the program. This program change was facilitated in part through our participation in a countywide post-overdose co-responder program through the Florida Department of Health in Broward County (funded through grant dollars) to improve care through harm reduction services, social support services, and behavioral health awareness programs.

- Our Fire Prevention Division continues to work on enhancing its capabilities to meet our target goal of inspecting all businesses within our city. We added a new inspector this fiscal year to help us work towards that target goal. Having said that, as I stated last year, the city continues to see an increase in building opportunities, and working with our plan examiners in collaboration with our Community Development Department is an area we continue to work on to see how we can improve our efforts in meeting the needs of plan review for these future projects. We are currently training another inspector to perform plan review due to the anticipated retirement of a long-time plan reviewer in the upcoming fiscal year. While this division sometimes does not get the attention that the operations division receives, this division is working extremely hard to see these current and future projects come through. I will continue to evaluate this part of our department's responsibilities to make future recommendations on what resources we may need due to these increasing demands.
- The Support Services Division continues to work on overseeing all aspects of our agency, in addition to working side-by-side with our city's Facilities Maintenance Section of our Public Works Division to ensure our apparatus is ready to respond every day. This division is truly the hub of all our divisions, as there is rarely anything done that does not, in some capacity, have to be supported by this division; whether it be firefighting equipment, vehicle replacement, apparatus information technology, radio communications, facility maintenance – they truly do it all. The collaboration between them and Fleet is remarkable, especially as we (along with the entire fire rescue profession) struggle to adjust to rising vehicle costs and the long lead time to receive these vehicles. I can honestly say the teamwork is incredible, not to mention the direct support and collaboration from our City Management Office and all of you.

While the above is not all-inclusive, I believe it speaks of the quality of service we provide to the community as an all-hazards service delivery system. As Fire Chief, I intend to maintain that level of service and provide you with the information you need to make informed decisions moving forward to improve and enhance the service we currently offer.

That said, past performance can’t be relied on to predict future performance. As Fire Chief, I continue to search for and evaluate new ideas that will enhance the already high-quality service delivery system we provide today. In addition, I am always working to improve my knowledge, skills, and abilities so I am ready for those opportunities when they arise.

On a personal note, this past summer, I received my master’s degree in Fire Executive Leadership, with a minor in Human Resource Management. The last year and a half was a great personal growth opportunity that I think will strengthen some current internal leadership initiatives that I am working on directly with the Operations and Training Division to continue enhancing our leadership development programs for future internal department leaders.

In closing, as I have said in the past and will continue to say moving forward, I know many other women and men would love the chance to serve in the capacity that I serve all of you today. Nonetheless, I would love the opportunity to continue serving our community under the direction of each of you if you believe I am still the right person for the role.

As always, I am available to each of you before the upcoming public performance review scheduled for Tuesday, September 8, 2026, and I am prepared to respond to any questions about my performance and that of our department during the meeting.

SUNRISE CITY COMMISSION MEETING

AGENDA ITEM REQUEST

MEETING DATE: October 27, 2026

ORIGINATING DEPARTMENT: Daniel J. Ransone, Chief of Police
Police Department

ITEM #: 17.E. **C #:**

ITEM TITLE:
Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police, Daniel J. Ransone.

BACKGROUND INFORMATION:
This agenda item is for the Annual Review of the Chief of Police.

Daniel J. Ransone, Chief of Police
Anniversary Date: December 12th
Last Review Date: September 15, 2025

Excerpt from the Employment Contract:

As per Article 5: Compensation in the Chief of Police Contract.

5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employees annually by December 31st of each year or within sixty (60) days thereof, beginning after the Employee has completed one year as Chief of Police.

And

5.3 COLA: Commencing on the date this Agreement is fully executed by the parties, Employee shall receive any prospective pay plan adjustments (cost of living adjustments (COLA)) and lump sum payments that are made available to the General Executive/Management employees, provided the same are payable for services provided after the effective date of the Agreement. The first available date for a COLA and/or lump sum payment would be October 1, 2024.

FUNDING INFORMATION:

N/A

ATTACHMENTS:

Chief Ransone Performance Review

Sunrise Chief of Police Ransone Law Enforcement Exec of the Year

Memorandum

To: Mayor and City Commissioners

From: Daniel J. Ransone, Chief of Police

Date: August 6, 2026

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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As we reflect on the past year, I am reminded that the strength of a police department is measured not only by the results it achieves, but by the character, commitment, and resilience of the people who make those achievements possible. The Sunrise Police Department has continued to demonstrate what it means to serve with purpose, embracing the challenges of a changing profession while remaining firmly grounded in the values of integrity, accountability, compassion, and excellence.

This annual review is more than a presentation of accomplishments and statistics. It is a reflection of the dedication and professionalism demonstrated every day by the men and women of the Sunrise Police Department. Their commitment, often displayed under the most demanding circumstances, represents the very best of our profession and serves as the foundation upon which this department continues to grow.

I would like to extend my sincere appreciation to the Mayor and City Commissioners for your continued leadership, confidence, and support. Your partnership and commitment to public safety have been instrumental in allowing the Sunrise Police Department to continue advancing its mission and preparing for the challenges ahead.

Facts and Data:

- **Employee Snapshot** -The Sunrise Police Department is comprised of 177 sworn law enforcement professionals, 90 general employee professionals, and 14 Broward Police Academy Recruits who are set to graduate in the coming months. I recognize our Sunrise Police family as they are the lifeblood of our department, each working together to achieve the greater good.

- **Recruitment** -2025 and 2026 have been a monumental year for our Personnel Unit as they vetted, processed, and hired a record number of new employees. Working in collaboration with the City's HR Department, our Personnel Unit was able to continue working with the NEOGov platform, streamlining the entire hiring and on-boarding process with enhanced cross departmental communication and cooperation.

- **Succession Planning**



Building and sustaining the department's future leadership has been a central focus of our organizational strategy. Recognizing the evolving needs of the Sunrise Police Department, we have intentionally designed a succession planning process that prepares the next generation of leaders while ensuring continuity of operations and organizational excellence.

Throughout the past year, we have established a structured framework that identifies leadership potential through objective performance measures and meaningful developmental opportunities. By engaging personnel across all ranks, we have gained valuable insight into the factors influencing employee retention and career advancement. This approach has allowed us to proactively address the impact of experienced personnel leaving the organization while creating clear pathways for motivated employees seeking to expand their leadership responsibilities.

Our commitment to developing talent from within has fostered a culture where leadership potential is recognized, cultivated, and rewarded. Individuals demonstrating exceptional character, initiative, and leadership aptitude have been selected to participate in focused development initiatives that include advanced training, mentoring relationships, and broadened operational assignments. Through these intentional investments, we are strengthening leadership at every level of the organization and ensuring the Sunrise Police Department is prepared to meet future challenges with a capable, confident, and resilient leadership team.

- **Calls for Service** -The City of Sunrise Police Department utilizes a unique, comprehensive, and multifaceted approach to our crime reduction strategy. The foundation of our strategy is built upon core principles of fostering trust and legitimacy, investing in community-based prevention and intervention, setting strategic enforcement strategies, and an open and honest review of our efforts. These principles are recommended by the Department of Justice and provide a macro view of our overall strategy. As Chief of Police, I am equally focused on the microcosm of every interaction we have with members of our community. We take great pride in our authenticity, empathetic nature, and accountability. The practical application of our core tenants has led to a rise in public trust and a decrease in property crimes such as residential and conveyance burglaries, as well as a decrease in persons crimes such as robbery and assault. From January 2025 to the beginning of 2026, a review of our efforts shows an average 22% decrease in the aforementioned areas. This metric is part of why the City of Sunrise is the best place to live, work, and play.

Internal Growth:

- **Mental Health Awareness** -This year we proudly partnered with Firstgevity. Firstgevity is a virtual health and wellness platform designed specifically for first responders, law enforcement officers and their families. It aims to reduce on-the-job stress, prevent physical injuries and promote long-term physical and mental resilience. Firstgevity has four main core focus areas:

  - **Injury prevention**: Tailored mobility routines, back pain relief, and physical training designed for the physical demands of duty.

  - **Mental Resilience**: Tooled and guided sessions to process high stress situations, improve sleep and manage anxiety.

  - **Nutrition**: Practical meal planning and dietary guidance suited for shift work.

  - **Accessibility**: Short on-demand classes (5 to 30 minutes) built to fit unpredictable schedules.

  Firstgevity doesn't just help our officers stay healthy, resilient and ready for the job, but for the life and family waiting for them when they get home.

- **Welcoming New Leadership:**



Eric Bates assumed his new role as our Deputy Chief. This appointment reflects our commitment to strong leadership, professional excellence, and continued service to our community.

Deputy Chief Bates brings a wealth of law enforcement experience, demonstrated leadership, and a proven commitment to public safety. Throughout his career, he has earned the respect of colleagues and community members through integrity, sound judgment, and a collaborative leadership style. His experience in operations, personnel development, community engagement, and strategic planning will be invaluable as he helps guide the department into the future.

As Deputy Chief, he will work closely with me to oversee departmental operations, support our officers and professional staff, strengthen community partnerships, and advance initiatives that promote transparency, accountability, and organizational excellence.

I am confident that the Deputy Chief's dedication to service, commitment to ethical policing, and passion for building positive relationships with our community will make him an outstanding addition to our leadership team.

- **Trust and Transparency:** The City of Sunrise Police Department is committed to building lasting relationships with the community through a wide variety of outreach

programs, public meetings, and community engagement events designed to foster trust, transparency, and open communication. Throughout the year, the department hosts and participates in events such as Coffee with a Cop, National Night Out, Community Police Academy, neighborhood association meetings, school visits, youth engagement programs, business outreach initiatives, public safety forums, and crime prevention workshops. Department leadership also attends city commission meetings, community advisory board meetings, and other public forums to provide updates on department initiatives, discuss crime trends, answer questions, and receive valuable feedback from residents. These opportunities encourage meaningful dialogue, strengthen partnerships, and promote mutual understanding between law enforcement and the community. By maintaining an active and visible presence at community events and creating accessible opportunities for conversation, the department reinforces its commitment to accountability, transparency, and collaborative problem-solving. These ongoing efforts help build public confidence, enhance community partnerships, and ensure that policing strategies reflect the needs and priorities of the residents we proudly serve.

New Technology:

- **License Plate Readers**: The Police Department's License Plate Reader (LPR) Program is a public safety tool designed to assist officers in preventing and investigating crime while enhancing the efficient use of law enforcement resources. LPR technology uses specialized cameras to capture images of vehicle license plates visible from public roadways and automatically converts the plate information into searchable data. The system compares license plate numbers against authorized law enforcement databases to identify vehicles associated with stolen vehicles, wanted persons, missing persons, AMBER Alerts, felony warrants, and other legitimate public safety notifications.

  In addition to providing real-time alerts, LPR data can be used as an investigative resource to help identify vehicles associated with criminal activity, establish investigative leads, corroborate witness statements, and assist in locating suspects or missing persons. The program supports investigations involving property crimes, violent crimes, traffic-related offenses, and other incidents where vehicle information is relevant.

  The department operates the LPR Program in accordance with applicable federal and state laws, departmental policies, and established privacy protections. Access to LPR data is restricted to authorized personnel for legitimate law enforcement purposes, and all system use is subject to auditing and oversight. Data retention and dissemination are governed by department policy to ensure accountability, safeguard individual privacy, and maintain public trust.

  By leveraging LPR technology responsibly and transparently, the department enhances its ability to protect the community, improve investigative effectiveness, and support proactive policing while respecting the privacy and civil liberties of the public.

- **School Zone Speed Cameras**: The Police Department's School Zone Speed Camera Program is a traffic safety initiative designed to improve roadway safety and protect

children, parents, school staff, and pedestrians in designated school zones. The program utilizes automated speed enforcement technology to identify vehicles traveling above the posted speed limit during designated school zone enforcement periods. By encouraging compliance with speed limits, the program aims to reduce speeding, decrease the likelihood and severity of traffic crashes, and create a safer environment for students traveling to and from school.

The School Zone Speed Camera Program serves as a proactive safety measure that complements traditional traffic enforcement by providing consistent monitoring in areas where excessive speed poses a significant risk. Automated enforcement allows officers to focus on other public safety priorities while maintaining an effective presence in school zones during critical times of the day.

The department administers the program in accordance with all applicable state laws, local ordinances, and established operational policies. Camera locations are selected based on safety considerations, traffic studies, and the presence of schools, with appropriate signage and public notification provided as required by law. All recorded violations are reviewed through established procedures to ensure accuracy, fairness, and compliance with legal standards before citations are issued.

The School Zone Speed Camera Program reflects the department's commitment to protecting the community's most vulnerable road users through education, enforcement, and prevention. By promoting safer driving behaviors and increasing awareness of speed limits in school zones, the program supports the department's mission to enhance public safety, reduce traffic-related injuries, and foster a culture of responsible driving throughout the community.

Drone Program:



The Police Department's Unmanned Aircraft System (UAS), commonly referred to as the Drone Program, is an advanced public safety initiative that enhances the department's ability to respond to emergencies, support investigations, and improve situational awareness while prioritizing officer and community safety. Drones provide law enforcement with real-time aerial imagery and information that assists officers in making informed decisions during critical incidents and planned operations.

The Drone Program is utilized for a variety of legitimate public safety purposes, including searching for missing or endangered persons, documenting crime and traffic crash scenes, assisting with search and rescue operations, supporting tactical incidents, monitoring large public events, assessing hazardous environments, and providing aerial observations during natural disasters or other emergency situations. The technology enables officers to gather valuable information while reducing the need to place personnel in potentially dangerous situations.

The department operates its Drone Program in strict compliance with applicable federal, state, and local laws, including regulations established by the Federal Aviation Administration (FAA). All drone operations are conducted by trained and certified personnel following established departmental policies that govern flight operations, mission authorization, data collection, retention, and privacy protections. The department is committed to ensuring that drone technology is used responsibly, transparently, and only for legitimate law enforcement and public safety purposes.

By integrating UAS technology into its public safety operations, the department enhances operational effectiveness, improves emergency response capabilities, supports more efficient investigations, and promotes safer outcomes for officers and the community. The Drone Program represents the department's ongoing commitment to leveraging innovative technology in a manner that strengthens public safety while maintaining accountability, transparency, and respect for individual privacy and civil liberties.

Looking Toward our Future:

As we move forward, the Sunrise Police Department remains firmly committed to building upon the strong foundation of excellence, professionalism, and resilience that has defined our organization. The progress we have made and the accomplishments we have achieved over the past year reflect the dedication of our personnel and our continued commitment to advancing the profession of policing.

From innovative initiatives such as Firstgevity, to strategic investments in succession planning and meaningful community partnerships, our efforts demonstrate a department that is intentional about preparing for the future while honoring the principles that have guided us for decades. These achievements are not simply milestones; they represent our ongoing commitment to providing exceptional service and strengthening the trust placed in us by those we serve.

The future of law enforcement requires agencies that are adaptable, forward-thinking, and committed to continuous improvement. We will continue to invest in the growth and development of our personnel, leverage emerging technologies responsibly, and foster a culture of accountability, transparency, and community engagement.

Together, as one Sunrise Family, we are prepared to embrace the opportunities and challenges ahead. Guided by the experience and lessons of the past, strengthened by the dedication of our people, and inspired by the possibilities before us, we will continue to advance our mission and uphold the standard of excellence that defines the Sunrise Police Department.

FEDERAL LAW ENFORCEMENT OFFICERS ASSOCIATION FOUNDATION
1100 Connecticut Avenue NW, Suite 900
Washington, DC 20036
www.fleoa.org
www.fleoafoundation.org
(646) 878-6171

FEDERAL LAW ENFORCEMENT OFFICERS ASSOCIATION FOUNDATION
1100 Connecticut Avenue NW, Suite 900
Washington, DC 20036
www.fleoafoundation.org | www.FLEOA.org
(917) 886-3668

August 20, 2026

Daniel Ransone
Chief of Police
Sunrise Police Department

Dear Chief Ransone,

On behalf of Chairman David Mack and the Board of Directors of the Federal Law Enforcement Officers Association Foundation, it is my distinct pleasure to inform you that the FLEOA Awards Committee has selected you as the Law Enforcement Executive of the Year.

We will host our Annual South Florida Awards Ceremony on September 26, 2026, at the Biscayne Bay Marriott in Miami, Florida. We would be honored to have you attend.

Each individual award recipient may attend with two guests. Group awards include admission for three representatives/guests. Additional attendees are welcome at a cost of $100 per person.

The evening will begin with a cocktail reception from 6:00 p.m. to 7:00 p.m., followed by the awards presentation at 7:15 p.m. The ceremony typically concludes at approximately 8:30 p.m.

Approximately 400 executive leaders, local and federal law enforcement officers, detectives, and special agents representing agencies throughout South Florida are expected to attend. Attendance is by invitation only, and the event is not open to the news media.

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If your schedule permits your attendance, please have your staff coordinate logistics with John C. Bottone, Executive Director, at 347-538-6971.

Event Location:
Biscayne Bay Marriott
1633 N. Bayshore Drive
Miami, FL 33132

We sincerely hope you will be able to join us as we recognize your exceptional service and accomplishments.

In honor and service,

John C. Bottone
Executive Director
Federal Law Enforcement Officers Association Foundation
347-538-6971
Jbottone@fleoa.org
Jbottone@fleoafoundation.org