## Coral Springs Improvement District Regular Meeting

Agenda

July 17, 2023



### **Coral Springs Improvement District**

Est. 1970

July 10, 2023

Board of Supervisors
Coral Springs Improvement District

#### **Dear Board Members:**

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District will be held on July 17, 2023 at the District Offices located at 10300 NW 11<sup>th</sup> Manor, Coral Springs, Florida at 4:00 p.m. Following is the advance agenda for the meeting.

- 1. Call to Order
- 2. Approval of the Minutes of the May 15, 2023 (Tabled Item) and June 19, 2023 Regular Meetings and Acceptance of the June 19, 2023 Landowners' Meeting
- 3. Audience Comments (This section of the agenda allows for comments from the public to speak on items not on the agenda. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the District Manager. When you are called to speak, and prior to addressing the Board of Supervisors, state your name and address for the record. The public comment section of the agenda is not a time for debate. It is intended to allow members of the public the opportunity to share their comments on items they think may be of value to the District.)
- 4. Financials for May 2023 (Tabled Item) and June 2023
- 5. Consideration of Permits *Glen* 
  - A. Permit #2023-6, Community Center at Kiwanis Park
  - B. Permit #2006-7M, Chick-fil-A
  - C. Modification to Permit #2021-4, Sawgrass Expressway
- 6. Consideration of Resolution 2023-7, Approving the W&S Sewer Budget, and Setting the Public Hearing *Ken*
- 7. Consideration of Encroachment Agreement for Proposed Guardrail Over C-2 Canal *Ken*
- 8. Board Consideration of Staff Request to Lease a Xerox C8135 Copier Piggybacking Off Sourcewell Contract #030321 (The Xerox C8135 copier lease is at \$225.00 monthly for 60 months. Staff also requests board approval to piggyback on any extensions of the contract to lease additional machines as needed from time-to-time) Danielle
- 9. Board Consideration of Staff Request to Purchase Required Aquatic Herbicide Chemicals Piggybacking on SFWMD Contract ITB-6000001449-0-2023/JD from the Vendor with the Lowest Bid for the Selected Chemical *Shawn*

- 10. Consideration of Work Authorizations *Rick* 
  - A. Amendment #1 to Work Authorization #202 for North Blower Replacement, Returning Unspent Allowance of \$206,994.28
  - B. Amendment #1 to Work Authorization #204 for HSP Building Valve Replacement Returning Unspent Allowance of \$13,966.11
  - C. Consideration of Work Authorization #215 for Maintenance Building Noise Abatement and Air Flow Corrections for a Total Cost of \$40,870
- 11. Engineer's Report
- 12. Staff Reports
  - A. Manager Ken Cassel
  - B. Department Reports
    - Operations David McIntosh
    - Utilities Update Joe Stephens
    - Utility Billing Customer Service Report Osmanny Larzabal (Report Provided)
    - Water Christian McShea (Report Provided)
    - Wastewater Mike Hosein (Report Provided)
    - Stormwater Shawn Frankenhauser (Report Provided)
    - Field Curt Dwiggins (Report Provided)
    - Maintenance Report Mike Percia (Report Provided)
    - Procurement Report Danielle Keira-Cancel (Report Provided)
    - Human Resources Jan Zilmer
    - Motion to Accept Department Reports
  - C. Attorney
  - 13. Supervisors' Requests
  - 14. Adjournment

Any supporting documents not included in the agenda package will be distributed at the meeting. If you have any questions prior to the meeting, please contact me.

Sincerely,

Kenneth Cassel/sd District Manager

Kut Many

cc: District Staff
Seth Behn
Rick Olson
Beverley Servé
Stef Lambrisca
Stephen Bloom

## **Second Order of Business**

# MINUTES OF MEETING CORAL SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, May 15, 2023 at 4:02 p.m. at JP Taravella High School, 10600 Riverside Drive, Coral Springs, FL.

Present and constituting a quorum were:

Martin Shank President Len Okyn Vice President

Also present were:

Timothy Day
Seth Behn
District Manager
District Attorney
District Attorney
Director of Operations
Director of Utilities

Sue Beyer Director of Finance and Accounting

Rick Olson District Engineer
Curt Dwiggins Field Department

Shawn Frankenhauser Stormwater Department
Christian McShea Water Department

Miles Heavier

Mike Hosein Wastewater Department
Miguel Alvarez Maintenance Department

Osmanny Larzabal Utility Billing and Customer Service

Danielle Keira-Cancel Procurement Department

Sandra H. Demarco Inframark

Residents

The following is a summary of the discussions and actions taken.

#### FIRST ORDER OF BUSINESS Call to Order

Mr. Day called the meeting to order at 4:02 p.m. and called the roll.

SECOND ORDER OF BUSINESS Approval of the Minutes of the April 17,

2023 Meeting

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the minutes of the April 17, 2023 meeting were approved.

#### THIRD ORDER OF BUSINESS

#### Financials for April 2023

Ms. Beyer reviewed the financials.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the financials for April 2023 were approved.

#### FOURTH ORDER OF BUSINESS

Presentation of the Proposed Fiscal Year 2024 General Fund Budget and Consideration of Resolution 2023-4, Approving the Budget and Setting the Public Hearing

Mr. Day read the resolution into the record.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Resolution 2023-4, approving the proposed Fiscal Year 2024 Budget and setting the public hearing for August 21, 2023 at 4:00 p.m. at the District Offices, was adopted.

#### FIFTH ORDER OF BUSINESS

**Consideration of Permits** 

A. Permit #2023-03 - Mastec Fiberoptic Installation on Coral Springs Drive The applicant cancelled the permit application.

#### B. Permit #2023-04 – 977 Riverside Drive Fiberoptic Installation

Mr. Hanks reviewed the permit application and recommended approval with the special conditions he indicated in his letter.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Permit 2023-04 was approved.

## C. Permit #2022-10 – 1450 Coral Ridge Drive 7-Eleven Conversion and Tank Replacement

Mr. Hanks reviewed the permit application and recommended approval with the special conditions he indicated in his letter.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Permit 2022-10 was approved

#### SIXTH ORDER OF BUSINESS

Appointment of Resident Advisory Committee

Mr. Behn reviewed the rules for the proposed Resident Advisory Committee. He noted 10 Committee members were randomly selected from the sign-up sheet for the Committee, as well as a backup alternate. The first meeting is scheduled for May 30, 2023

at 5:30 p.m. At the first meeting the Committee will select the time and dates for future meetings. The setup is to meet every two weeks for two months and then an additional two months if they feel it is necessary. They are charged with bringing back a report to the District. The Committee members include the following:

- Margaret Rosenbaum
- Joel Levine
- Kim Diehl
- Rachel Alexander
- Linda Gardner
- Lucie DiCapua
- Mark Ritter
- Michael Fasciani
- Roy Gold
- John C. Norris
- Swadesh Ramdeen
- Stephen Lytle (alternate)

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the Resident Advisory Committee rules were approved and the about listed members have been appointed to the Committee.

#### SEVENTH ORDER OF BUSINESS

Consideration of Request by Staff to Allow for the Award of the Water Plant Bulk ITB# 2023-02 – Bid Opening was held on May 1, 2023 with Two Bid Submittals from American Water Chemicals and Hawkins, Inc. (We are presenting the Board with one (1) year agreements with Hawkins, Inc. and American Water Chemicals. There are two one (1) year optional renewals to renew the contracts at the end of the initial one (1) year term. The contracts will renew automatically unless there are changes. Hawkins will be awarded the corrosion inhibitor, ammonium

sulfate, hydrofluosilicic acid, sodium hydroxide, sulfuric and citric acid. American Water Chemicals will be awarded the antiscalant and all three (3) membrane cleaners)

Ms. Keira-Cancel reviewed the Water Plant Bulk ITB# 2023-02 bids.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the award of bid to Hawkins for corrosion inhibitor, ammonium sulfate, hydrofluosilicic acid, sodium hydroxide, sulfuric and citric acid, and the award of bid to American Water Chemicals for the antiscalant and three membrane cleaners was approved.

#### **EIGHTH ORDER OF BUSINESS**

Staff Request Board Consideration to Continue to Piggyback on the Extension of the Contract RFP# 017-2020 between the City of Lake City and H&H Liquid Sludge Disposal, Inc (This is the final extension on the contract and takes it to July 1, 2024)

Mr. Hosein reviewed the request to continue piggybacking on the extension of contract for H&H Liquid Sludge Disposal, Inc.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor continuing to piggyback on the extension of the contract RFP# 017-2020 between the City of Lake City and H&H Liquid Sludge Disposal, Inc. was approved.

#### **NINTH ORDER OF BUSINESS**

Staff Request Board Consideration of a Request to Piggyback on a Contract between the City of Oakland Park and RMPK Funding, Inc. for the Provision of Grant Management Services RFP# 012623

Mr. Stephens reviewed the request to piggyback off the City of Oakland Park contract with RMPK Funding, Inc. Grant funding will be used for this.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor piggybacking off the City of Oakland Park contract with RMPK Funding, Inc. was approved.

#### **TENTH ORDER OF BUSINESS**

Staff Requests Board Consideration to Continue to Piggyback on the Extension of the Alternate Contract Source No. 31160000-20-NAPSO-ACS Facilities Maintenance, Repair and Operations and Industrial Contract (The contract is between the State of Florida Department of Management Services and W.W. Grainger, Inc. The extension takes the contract to June 30, 2024)

Mr. Dwiggins reviewed the request to continue piggybacking on the extension of the State of Florida Department of Management Services contract with W.W. Grainger, Inc.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor continuing to piggyback off the State of Florida Department of Management Services contract with W.W. Grainger, Inc. was approved.

#### **ELEVENTH ORDER OF BUSINESS**

Staff Requests Board Consideration of the Engagement Letter with Keefe McCullough to Conduct the Financial Audit of the District's Accounts for the Fiscal Year Ending September 30, 2023 at an Amount not to Exceed \$22,000

Ms. Beyer reviewed the engagement letter with Keefe McCullough for the Fiscal Year 2023 financial audit.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the engagement letter with Keefe McCullough for the Fiscal Year 2023 financial audit was approved.

#### TWELFTH ORDER OF BUSINESS

Consideration of Staff Requests to Enter into a Three-Year Contract with Huber Technologies to Perform Annual Maintenance on Wastewater Department Huber EscaMax 5000 Barscreen at \$2,000 per Year (Huber is a Sole Source Provider for this Maintenance)

Mr. Hosein reviewed the request to enter a three-year contract with Huber Technologies.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor a three-year contract with Huber Technologies to perform the annual maintenance was approved.

#### THIRTEENTH ORDER OF BUSINESS

Staff Requests Board Consideration of the Purchase of Two Club Car Golf Carts from Jeffrey Allen, Inc., an Authorized Club Car Representative (The purchases are piggybacking on the City of Kansas, Missouri, master contract 2671-01 #EV transportation and golf vehicles plus related accessories equipment and services with Club Car. This contract is registered through Omnia and the District is eligible to piggyback on this contract by registering with Omnia. The purchases are an electric club car tempo 2+2 for administration at \$10,968.30 and a Club Car GA 300 at \$10,853.42 for the Wastewater Department)

Mr. Stephens reviewed the request to purchase two club car golf carts.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the purchase of two club golf carts from Jeffrey Allen, Inc. piggybacking off the City of Kansas, one at \$10,968.30 and one at \$10,853.42, was approved.

#### FOURTEENTH ORDER OF BUSINESS

Consideration of Amendment #1 to Work Authorization #211 for Site No. 15 Canal Bank Stabilization for a Decrease of \$24,098

Mr. Olson reviewed Amendment #1 to Work Authorization #211.

On MOTION by Mr. Okyn seconded by Dr. Shank with all favor Amendment #1 to Work Authorization #211 for a decrease of \$24,098 was approved.

#### FIFTEENTH ORDER OF BUSINESS Engineer's Report

Mr. Olson reviewed the report, a copy of which was included in the agenda package. He also reported on lessons learned from Hurricane Ian.

#### SIXTEENTH ORDER OF BUSINESS Staff Reports

#### A. Manager – Ken Cassel

#### • Number of Registered Voters within the District – 27,127

This item is for information purposes only.

#### **B.** Department Reports

#### Operations – David McIntosh

Mr. McIntosh reported the following:

- He thanked the Board for getting through today's agenda.
- Preparations have been made for the FASD meeting in Orlando next month.
- ➤ They received the required payment for the cell tower. Mr. Stephens is working with them to find a location.

#### • Utilities Update – Joe Stephens

Mr. Stephens reported the following:

- Regarding the cell tower, they will be doing the locates on May 17, 2023 and the surveyor will be out May 23, 2023.
- Internships with Broward County high school students will be from June 12, 2023 to July 24, 2023 at 20 hours a week.
- ➤ The first meeting of the utility groups within the Interlocal Agreement for biosolids will be held on May 24, 2023.

#### Utility Billing Customer Service Report – Osmanny Larzabal (Report Provided)

Mr. Larzabal reviewed his report, a copy of which is attached hereto and made a part of the public record.

#### Water – Christian McShea (Report Provided)

Mr. McShea reviewed his report, a copy of which is attached hereto and made a part of the public record.

#### Wastewater – Mike Hosein (Report Provided)

Mr. Hosein reviewed his report, a copy of which is attached hereto and made a part of the public record.

#### • Stormwater – Shawn Frankenhauser (Report Provided)

Mr. Frankenhauser reviewed his report, a copy of which is attached hereto and made a part of the public record.

#### • Field – Curt Dwiggins (Report Provided)

Mr. Dwiggins reviewed his report, a copy of which is attached hereto and made a part of the public record.

#### Maintenance Report – Miguel Alvarez (Report Provided)

Mr. Vasquez reviewed his report, a copy of which is attached hereto and made a part of the public record.

#### Procurement Report – Danielle Keira-Cancel (Report Provided)

Ms. Cancel reviewed her report, a copy of which is attached hereto and made a part of the public record.

#### Human Resources – Jan Zilmer

Mr. Zilmer provided an update on Paycom and upcoming health insurance plans.

#### Motion to Accept Department Reports

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the Department Reports were accepted.

#### C. Attorney

Mr. Behn reported the following:

- The landowners meeting will be on June 19, 2023.
- The senate bill requiring board members of special districts to complete four hours of ethics training passed and will likely be signed by the Governor in the upcoming weeks.
- Ms. Demarco noted the landowners meeting will be held at the Maplewood Elementary School cafeteria. The address is 9850 Ramblewood Drive, Coral Springs. The landowners meeting has been advertised as required by Statute.
- Mr. McIntosh asked if there will be any regular business conducted after the landowners meeting. Mr. Behn responded it may depend on how long the election takes. There may be enough time to have a quick organizational meeting.

#### SEVENTEENTH ORDER OF BUSINESS Audience Comments

Mr. Tiefenbrun stated he appreciated the Open House, and he will be running for the Board.

#### EIGHTEENTH ORDER OF BUSINESS Supervisors' Requests

- Mr. Okyn thanked staff for everything they do and assured everyone they have a committed group to serve the District.
- Dr. Shank reminded everyone CSID has the best water at the lowest rate compared to the City and other surrounding cities. They also have the lowest assessment rates. This is due to how well the District is run. He thanked everyone for the Open House and the reports.

#### SEVENTEENTH ORDER OF BUSINESS Audience Comments (Continued)

Mr. Lytle requested information on the landowners meeting and requested a copy of the department reports.

NINETEENTH O	RDER OF BUSINESS	Adjournment

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the meeting was adjourned.

Assistant Couratem	Draaidant	
Assistant Secretary	President	

#### MINUTES OF MEETING CORAL SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, June 19, 2023 at 9850 Ramblewood Drive, Coral Springs, FL. Immediately following the landowners' meeting.

#### Present and constituting a quorum were:

Curt Tiefenbrun President
Stephen Lytle Vice President
Ben Groenevelt Secretary

#### Also present were:

Ken CasselDistrict ManagerSeth BehnDistrict AttorneyDavid McIntoshDirector of OperationsJoe StephensDirector of Utilities

Sue Beyer Director of Finance and Accounting

Rick Olson District Engineer
Curt Dwiggins Field Department

Shawn Frankenhauser Stormwater Department
Christian McShea Water Department

Mike Hosein Wastewater Department
Miguel Alvarez Maintenance Department

Osmanny Larzabal Utility Billing and Customer Service

Danielle Keira-Cancel Procurement Department

Timothy Day Inframark
Sandra H. Demarco Inframark
Janice Swade Inframark

Residents

The following is a summary of the discussions and actions taken.

#### FIRST ORDER OF BUSINESS Call to Order

Mr. Cassel called the meeting to order immediately following the Landowners Election and called the roll.

#### SECOND ORDER OF BUSINESS

#### **Organizational Matters**

#### A. Oath of Office for Newly Elected Supervisors

Mr. Cassel, being a Notary Public of the State of Florida, administered the Oath of Office to Mr. Groenevelt, Mr. Lytle, and Mr. Tiefenbrun; copies of the signed oaths are attached hereto and made a part of the public record.

## B. Resolution 2023-5, Canvassing and Certifying the Results of the Landowners' Election

On MOTION by Mr. Tiefenbrun seconded by Mr. Lytle with all in favor Resolution 2023-5, canvassing and certifying the results of the Landowners' Election, was adopted.

#### C. Election of Officers – Resolution 2023-6

On MOTION by Mr. Tiefenbrun seconded by Mr. Lytle with all in favor Resolution 2023-6, appointing Mr. Curt Tiefenbrun as President, Mr. Lytle as Vice President, Mr. Groenevelt as Secretary, Mr. Stephen Bloom as Treasurer, Mr. David McIntosh as Assistant Treasurer and Assistant Secretary, and Mr. Kenneth Cassel as Assistant Treasurer and Assistant Secretary, was adopted.

#### THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 15, 2023 Meetings

The above item was tabled.

#### FOURTH ORDER OF BUSINESS

The above item was tabled.

Financials for May 2023

#### FIFTH ORDER OF BUSINESS

Consideration of Request by Staff to Accept the Responsive Low Bid Submitted by Fish Tech, Inc. to the District's Advertised ITB RFP# 2023-03 for Culvert Pipe Sediment Debris Removal (It is a three-year contract and it should auto renew for the next two years after the initial term unless there are any changes)

On MOTION by Mr. Tiefenbrun seconded by Mr. Lytle with all in favor the three-year contract with Fish Tech, Inc., with auto renewal for the next two years after initial term, was approved.

#### SIXTH ORDER OF BUSINESS

Consideration of Work Authorization #214 for CSID North Blower Room Blow-off Valve and Muffler Installation at a Total Cost of \$24,287

On MOTION by Mr. Tiefenbrun seconded by Mr. Lytle with all in favor Work Authorization #214 was approved at a total cost of \$24,287.

#### SEVENTH ORDER OF BUSINESS Engineer's Report

A copy of the Engineer's Report was included in the agenda package and is attached hereto as a part of the public record.

#### **EIGHTH ORDER OF BUSINESS**

**Staff Reports** 

A. Manager – Ken Cassel

There being none, the next item followed.

#### **B.** Department Reports

• Operations – David McIntosh

There being none, the next item followed.

#### Utilities Update – Joe Stephens

There being none, the next item followed.

 Utility Billing Customer Service Report – Osmanny Larzabal (Report Provided)

A copy of the report is attached hereto as part of the public record.

• Water – Christian McShea (Report Provided)

A copy of the report is attached hereto as part of the public record.

Wastewater – Mike Hosein (Report Provided)

A copy of the report is attached hereto as part of the public record.

Stormwater – Shawn Frankenhauser (Report Provided)

A copy of the report is attached hereto as part of the public record.

• Field – Curt Dwiggins (Report Provided)

A copy of the report is attached hereto as part of the public record.

Maintenance Report – Miguel Alvarez (Report Provided)

A copy of the report is attached hereto as part of the public record.

#### Procurement Report – Danielle Keira-Cancel (Report Provided)

A copy of the report is attached hereto as part of the public record.

#### • Human Resources – Jan Zilmer

There being no report, the next item followed.

#### • Motion to Accept Department Reports

No Motion was made.

#### C. Attorney

There being no report, the next item followed.

#### NINTH ORDER OF BUSINESS

**Audience Comments** 

There being none, the next item followed.

#### **TENTH ORDER OF BUSINESS**

Supervisors' Requests

There being none, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS**

Adjournment

There being no further business, the meeting was adjourned.

Assistant Secretary	President

# MINUTES OF LANDOWNERS' MEETING MEETING CORAL SPRINGS IMPROVEMENT DISTRICT

The landowners' meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, June 19, 2023 at 4:00 p.m. at 9850 Ramblewood Drive, Coral Springs, FL.

#### Present were:

Ken Cassel

Timothy Day

Seth Behn

David McIntosh

Joe Stephens

Sue Beyer

Rick Olson

**Curt Dwiggins** 

Shawn Frankenhauser

Christian McShea

Mike Hosein

Miguel Alvarez

Osmanny Larzabal

Danielle Keira-Cancel

Sandra H. Demarco

Janice Swade

Several Residents

#### FIRST ORDER OF BUSINESS

**Call to Order** 

Mr. Cassel called the meeting to order.

#### THIRD ORDER OF BUSINESS

Election of Chairman for the Purpose of Conducting the Landowners' Meeting

Mr. Cassel served as Chairman for the purposes of conducting the landowners' meeting.

#### SECOND ORDER OF BUSINESS

**Determination of the Number of Units Represented** 

Each landowner gets a vote per acre of land.

#### **FOURTH ORDER OF BUSINESS**

Nominations for the Position of Supervisors (3)

The five nominees are as follows:

- Ben Groenevelt
- Stephen Lytle
- Leonard Okyn
- Martin Shank
- Curt Tiefenbrun

#### FIFTH ORDER OF BUSINESS

**Casting of Ballots** 

Ballots were cast.

#### SIXTH ORDER OF BUSINESS

**Ballot Tabulation** 

The ballots were tabulated, and it was determined that the following candidates had most votes in the amount of 1,599 each.

- Ben Groenevelt
- Stephen Lytle
- Curt Tiefenbrun

#### SEVENTH ORDER OF BUSINESS

**Landowners' Question of Comments** 

There being none, the next item followed.

#### **EIGHTH ORDER OF BUSINESS**

**Adjournment** 

There being no further business, the landowner's' meeting was adjourned.

# **Fourth Order of Business**





## **CORAL SPRINGS IMPROVEMENT DISTRICT**

FINANCIAL REPORT SUMMARY – MEETING JUNE 19, 2023

# CORAL SPRINGS IMPROVEMENT DISTRICT WATER & SEWER FUND SUMMARY REPORT

For Period Ending May 31, 2023

		Actual ENDING 5/31/23		BUDGET THRU 5/31/23		VARIANCE Actual to Budget (UNDERBUDGET)		ADOPTED BUDGET FY 2022/2023
REVENUES								
TOTAL REVENUES	\$	10,290,746	* \$	10,087,443		203,303	* \$	15,131,165
CARRY FORWARD	\$	-	\$	2,432,607	L	\$ (2,432,607)	\$	3,648,911
TOTAL REVENUE WITH CARRY FORWARD	\$	10,290,746	\$	12,520,051		\$ (2,229,304)	\$	18,780,076
* \$927,180.00 of Water & Sewer Revenue accrued to 20 EXPENDITURES	021-202	2 Fiscal Year						
TOTAL ADMINISTRATIVE	\$	1,194,855	\$	1,768,829	Г	\$ (573,973)	\$	2,653,243
TOTAL PLANT	\$	3,835,835	\$	6,199,180		\$ (2,363,345)	\$	9,298,770
TOTAL FIELD	\$	2,109,287	\$	2,565,643		\$ (456,356)	\$	3,848,465
TOTAL EXPENDITURES	\$	7,139,978	\$	10,533,652		\$ (3,393,674)	\$	15,800,478
AVAILABLE FOR DEBT SERVICE	\$	3,150,769					\$	2,979,598
Total Debt Service	\$	1,878,545					\$	2,817,818
Excess Revenues (Expenses) After Debt Service	\$	1,272,224					\$	161,781
Net Assets Beginning	\$	41,174,831						
Net Assets Ending	\$	42,447,055						
Debt Service Coverage February 2023 1.68								bt Service-Budget 1.06
Debt Service Requirement 1.00							sur	olus .06 budgeted

# CORAL SPRINGS IMPROVEMENT DISTRICT General Fund SUMMARY REPORT

For Period Ending May 31, 2023

	Actual ENDING 5/31/23		BUDGET THRU 5/31/23	VARIANCE ctual to Budget INDERBUDGET)	ADOPTED BUDGET 2022/2023
REVENUES					
TOTAL REVENUES	\$ 3,461,110	\$	2,189,327	\$ 1,271,783	\$ 3,283,990
CARRY FORWARD	\$ -	\$	3,659,091	\$ (3,659,091)	\$ 5,488,636
TOTAL REVENUE WITH CARRY FORWARD	\$ 3,461,110	\$	5,848,417	\$ (2,387,307)	\$ 8,772,626
EXPENDITURES & RESERVES					
TOTAL ADMINISTRATIVE	\$ 316,766	\$	599,484	\$ (282,718)	\$ 899,226
TOTAL FIELD	\$ 1,516,083	\$	4,782,267	\$ (3,266,184)	\$ 7,173,400
TOTAL EXPENDITURES	\$ 1,832,848	\$	5,381,751	\$ (3,548,902)	\$ 8,072,626
RESERVES					
EXCESS REVENUES (EXPENSES)	\$ 1,628,262				\$ 700,000
TOTAL EXPENSES & RESERVES	\$ 3,461,110				\$ 8,772,626
FUND BALANCE BEGINNING	\$ 11,654,210	*			
FUND BALANCE ENDING	\$ 13,282,510				

<sup>\*</sup> Fund Balance changed due to audit adjustments





## **CORAL SPRINGS IMPROVEMENT DISTRICT**

FINANCIAL REPORT SUMMARY – MEETING JULY 17, 2023

# CORAL SPRINGS IMPROVEMENT DISTRICT WATER & SEWER FUND SUMMARY REPORT

For Period Ending June 30, 2023

		Actual ENDING 6/30/23		BUDGET THRU 6/30/23		VARIANCE Actual to Budget (UNDERBUDGET)		ADOPTED BUDGET FY 2022/2023
REVENUES								
TOTAL REVENUES	\$	12,271,245	* \$	11,348,374		7 522,071	* \$	15,131,165
CARRY FORWARD	\$	-	\$	2,736,683	L	\$ (2,736,683)	\$	3,648,911
TOTAL REVENUE WITH CARRY FORWARD	\$	12,271,245	\$	14,085,057		\$ (1,813,812)	\$	18,780,076
* \$927,180.00 of Water & Sewer Revenue accrued to 20	21-202	2 Fiscal Year						
TOTAL ADMINISTRATIVE	ć	1,343,820	\$	1,989,932	Г	\$ (646,112)	ć	2,653,243
TOTAL PLANT	\$	4,775,769	\$	6,974,078		\$ (646,112) \$ (2,198,309)	\$	9,298,770
TOTAL FIELD	\$	2,301,203	\$	2,886,349		\$ (585,146)	\$	3,848,465
TOTAL EXPENDITURES	\$	8,420,792	\$	11,850,359		\$ (3,429,567)	\$	15,800,478
AVAILABLE FOR DEBT SERVICE	\$	3,850,453					\$	2,979,598
Total Debt Service	\$	2,113,363					\$	2,817,818
Excess Revenues (Expenses) After Debt Service	\$	1,737,090					\$	161,781
Net Assets Beginning	\$	41,174,831						
Net Assets Ending	\$	42,911,921						
Debt Service Coverage February 2023 1.82							De	ebt Service-Budget 1.06
Debt Service Requirement 1.00							sur	olus .06 budgeted

# CORAL SPRINGS IMPROVEMENT DISTRICT General Fund SUMMARY REPORT

For Period Ending June 30, 2023

	Actual ENDING 6/30/23		BUDGET THRU 6/30/23	VARIANCE ctual to Budget JNDERBUDGET)	ADOPTED BUDGET 2022/2023
REVENUES					
TOTAL REVENUES	\$ 3,546,985	\$	2,462,993	\$ 1,083,993	\$ 3,283,990
CARRY FORWARD	\$ -	\$	4,116,477	\$ (4,116,477)	\$ 5,488,636
TOTAL REVENUE WITH CARRY FORWARD	\$ 3,546,985	\$	6,579,470	\$ (3,032,484)	\$ 8,772,626
EXPENDITURES & RESERVES					
TOTAL ADMINISTRATIVE	\$ 382,244	\$	674,420	\$ (292,175)	\$ 899,226
TOTAL FIELD	\$ 1,632,000	\$	5,380,050	\$ (3,748,050)	\$ 7,173,400
TOTAL EXPENDITURES	\$ 2,014,244	\$	6,054,470	\$ (4,040,225)	\$ 8,072,626
RESERVES					
EXCESS REVENUES (EXPENSES)	\$ 1,532,741				\$ 700,000
TOTAL EXPENSES & RESERVES	\$ 3,546,985				\$ 8,772,626
FUND BALANCE BEGINNING	\$ 11,654,210	*			
FUND BALANCE ENDING	\$ 13,186,989				

<sup>\*</sup> Fund Balance changed due to audit adjustments

### **CORAL SPRINGS IMPROVEMENT DISTRICT**

**Check Summaries** 

June 30, 2023

FUND	CHECKS PROCESSED	AMOUNT
Water and Sewer	6/1/23 - 6/30/23	\$811,773.69
General Fund	6/1/23 - 6/30/23	\$196,415.33

# Fifth Order of Business

# 5A



June 18, 2023

Ken Cassel, Manager Coral Springs, Improvement District 10300 NW 11<sup>th</sup> Manor Coral Springs, FI 33071

RE: Kiwanis Park Community Center, Ramblewood Drive, Coral Springs

**CSID Plan review comments** 

Ken:

This office reviewed the storm water management plans, details and calculations for the proposed conversion of the former Fire Station #64 to the Kiwanis Park Community Center. The applicant has elected to demonstrate compliance of the entire 12.1 AC park with CSID's storm water management criteria. The 12.1 AC of park has an underlying land use of "Park" with an assigned impervious coverage of 2%. Following the proposed construction / modifications, converting the old fire station to a new community center, the park (Safety Town, Community Center and new fire station) with incorporate 0.384 AC of building and 2.032 AC of paved surfaces.

After additional water quality treatment, storm water runoff from the community center flows into the existing drainage system serving Safety Town and subsequently through the former wetland area to the CSID canal system. Each subcomponent of the park complies with water quality treatment requirements, while the park as a whole complies with the storage requirements for the east basin of the district.

The aggregate imperious area, 2.416 AC (20%) is a greater percentage impervious area than was accommodated in the design of the CSID system. To avoid negative impacts to the district additional storage equal to or exceeding the excess runoff generated, 13.42 AC-In (1.12 AF) must be provided in addition to the basin required storage of 0.61 AF and 3.75 AF at the 10 and 100 year flood stages. Overall, Kiwanis Park, including all three sub developments provides in excess of 10.64 AF of storage at the 10-year flood elevation and 17.31 AF at the 100-year flood elevation, satisfying requirements to store excess runoff and provide the basin required storage.

This office recommends approval of storm water management permit application for the Kiwanis Park Community Center subject to the following conditions:

Kiwanis Park Community Center June 18, 2023 Page 2

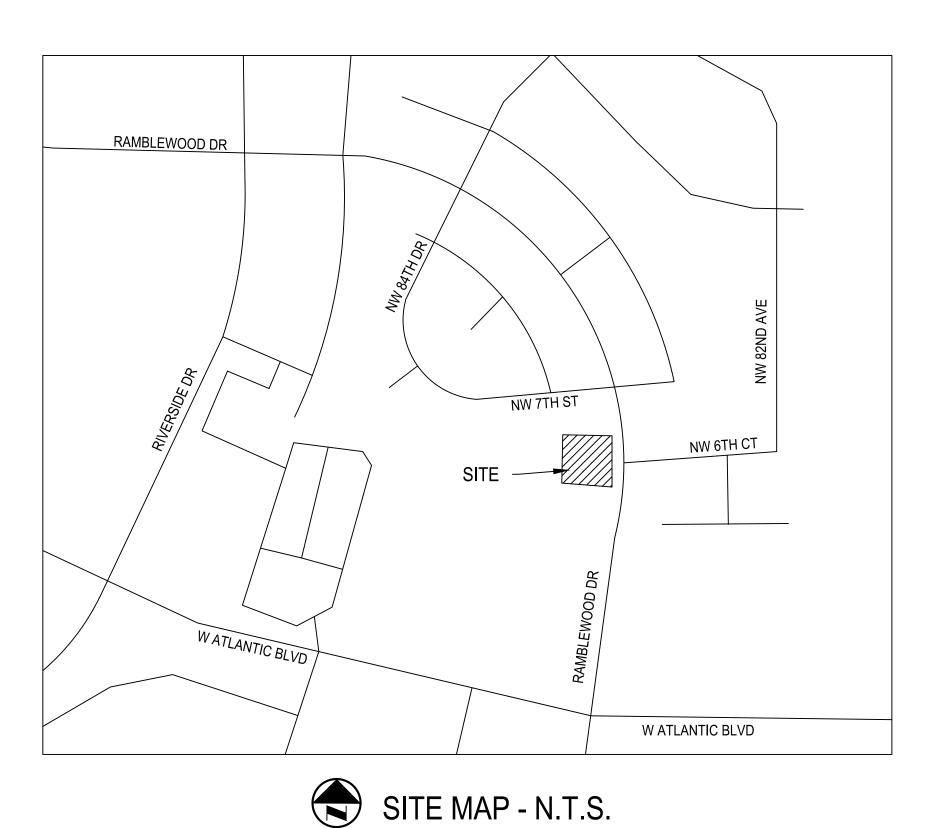
- The grading of pavement areas shall be such that storm water runoff from new pavement flows into pervious areas or to catch basins for conveyance to water quality treatment components.
- The elevation of the existing control structure must exceed that specified in the drainage calculations.
- Integrity of downstream pollution retardant baffle(s) shall be verified prior to occupying the structure.
- Gravel path may not encroach into to "wetland" area. The location of the gravel path may require adjustment.

This office recommends approval of the storm water management permit subject to the standard permit conditions for the proposed fire station at Kiwanis Park as depicted on plans and drainage calculations by Botek Thorlough and Associates (attached).

Regards,

Glen A. Hanks, P.E. FL P.E. #53852

# CIVIL ENGINEERING PLANS KIWANIS PARK RENOVATION & COMMUNITY CENTER CITY OF CORAL SPRINGS **BROWARD COUNTY, FLORIDA** SECTION 34, TOWNSHIP 48, RANGE 41



PARCEL D, RAMBLEWOOD SOUTH, AS RECORDED IN PLAT BOOK 78, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY,

LESS THAT PORTION DESCRIBED AS FOLLOWS (1):

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL D;

THENCE NORTH 13°22'16 EAST, ALONG THE WEST LINE OF SAID PARCEL D, A DISTANCE OF 668.67 FEET TO A POINT; THENCE SOUTH 76°37'44 EAST, A DISTANCE OF 1075.115 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "D"; THENCE SOUTH 07°22'47 WEST, ALONG THE EAST LINE OF SAID PARCEL D, A DISTANCE OF 607.444 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°52'28"; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 79.30 FEET TO THE BEGINNING OF A COMPOUND CURVE ON THE SOUTH LINE OF SAID PARCEL D, SAID COMPOUND CURVE BEING CONCAVE TO THE NORTH HAVING A RADIUS OF 2390.00 FEET AND A CENTRAL ANGLE OF 05°07'01;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTH LINE OF PARCEL "D", A DISTANCE OF 213.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 76°37'44 WEST ALONG SAID SOUTH LINE OF PARCEL D, A DISTANCE OF 880.09 FEET TO THE POINT OF

BEGINNING. ALSO LESS THAT PORTION OF PARCEL D, RAMBLEWOOD SOUTH, DESCRIBED AS FOLLOWS (2):

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL D; THENCE NORTH 13°22'16 EAST, ALONG THE WEST LINE OF SAID PARCEL D, A DISTANCE OF 668.67 FEET;

THENCE SOUTH 76°37'44 EAST, A DISTANCE OF 875.12 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 07°22'47 EAST, A DISTANCE OF 150 FEET;

THENCE SOUTH 76°37'44 EAST, A DISTANCE OF 200 FEET TO THE EASTERLY LINE OF SAID PARCEL "D";

THENCE NORTH 76°37'44 WEST, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 07°22'47 WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 150 FEET;

SAID LAND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

## TOGETHER WITH:

A PORTION OF PARCEL D, RAMBLEWOOD SOUTH, AS RECORDED IN PLAT BOOK 78, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL D; THENCE NORTH 13'22'16 EAST, ALONG THE WEST LINE OF SAID PARCEL D, A DISTANCE OF 668.67 FEET; THENCE SOUTH 76'37'44 EAST, A DISTANCE OF 875.12 FEET TO THE POINT-OF-BEGINNING; THENCE NORTH 07°22'47 EAST, A DISTANCE OF 150 FEET; THENCE SOUTH 76°37'44" EAST, A DISTANCE OF 200 FEET TO THE EASTERLY LINE OF SAID PARCEL D; THENCE SOUTH 07°22'47 WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 150 FEET; THENCE NORTH 76°37'44 WEST, A DISTANCE OF 200 FEET TO THE POINT-OF-BEGINNING. SAID LAND SITUATE, LYING AND BEING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA AND CONTAINING 0.685

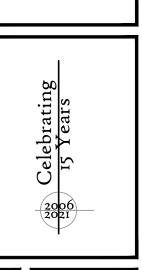
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, LIMITATIONS AND CONDITIONS OF RECORD.

## **SHEET INDEX**

C-0	CIVIL COVER SHEET
C-1	CIVIL GENERAL NOTES AND SPECIFICATION
C-2, C-2.1	PAVING AND GRADING PLAN
C-2.2	PAVING AND GRADING DETAILS
C-3	WATER AND SANITARY SEWER PLAN
C-3.1	WATER AND SANITARY SEWER DETAILS
C-4	POLLUTION AND EROSION CONTROL PLAN

SITE DEMOLITION PLAN

PAVEMENT MARKING AND SIGNAGE PLAN

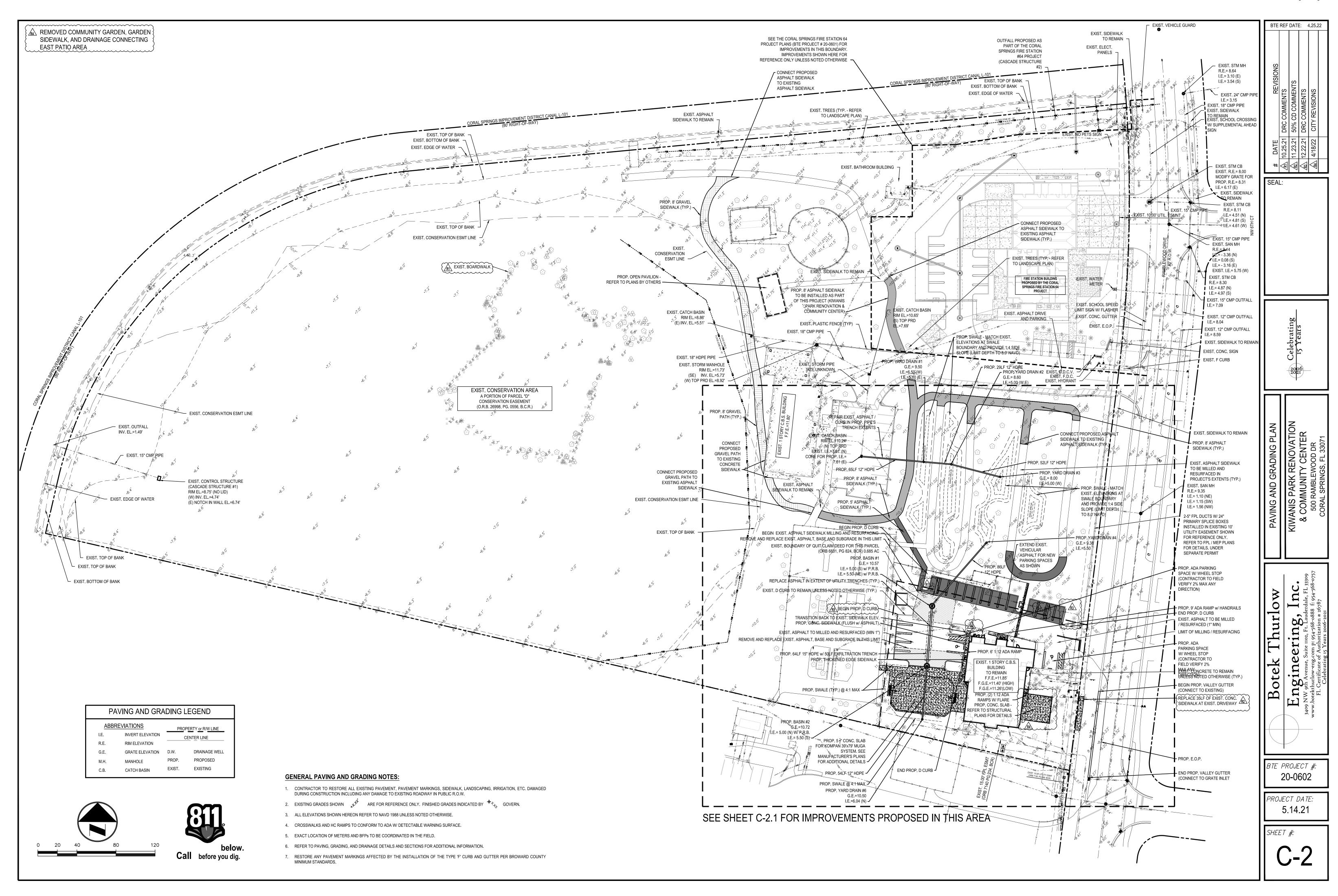


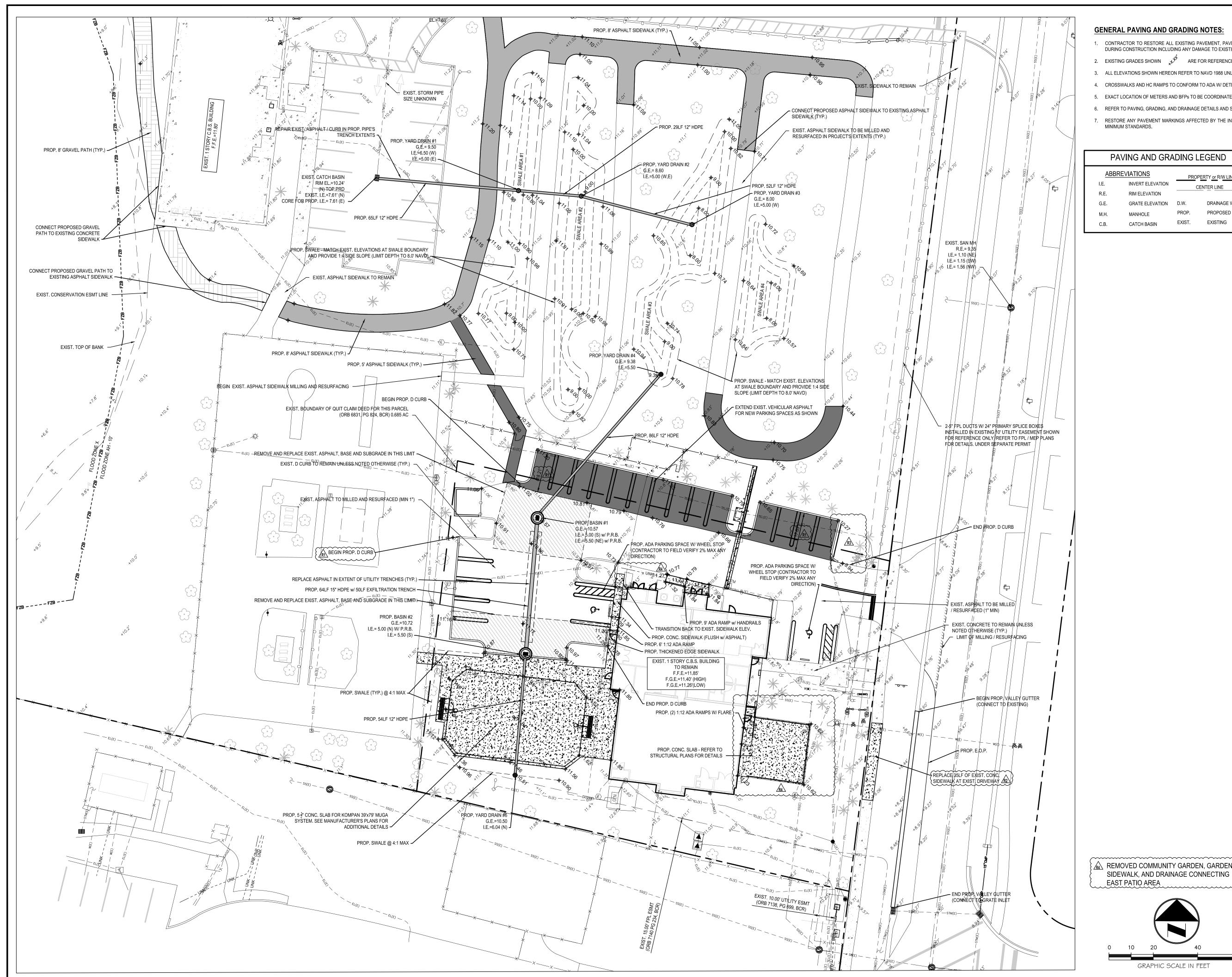
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BTE PROJECT #: 20-0602

PROJECT DATE: 5.14.21

SHEET #:





### **GENERAL PAVING AND GRADING NOTES:**

- 1. CONTRACTOR TO RESTORE ALL EXISTING PAVEMENT, PAVEMENT MARKINGS, SIDEWALK, LANDSCAPING, IRRIGATION, ETC. DAMAGED DURING CONSTRUCTION INCLUDING ANY DAMAGE TO EXISTING ROADWAY IN PUBLIC R.O.W.
- 2. EXISTING GRADES SHOWN XT ARE FOR REFERENCE ONLY. FINISHED GRADES INDICATED BY +++ GOVERN.
- 3. ALL ELEVATIONS SHOWN HEREON REFER TO NAVD 1988 UNLESS NOTED OTHERWISE.
- 4. CROSSWALKS AND HC RAMPS TO CONFORM TO ADA W/ DETECTABLE WARNING SURFACE.
- 5. EXACT LOCATION OF METERS AND BFPs TO BE COORDINATED IN THE FIELD.
- 6. REFER TO PAVING, GRADING, AND DRAINAGE DETAILS AND SECTIONS FOR ADDITIONAL INFORMATION.
- 7. RESTORE ANY PAVEMENT MARKINGS AFFECTED BY THE INSTALLATION OF THE TYPE 'F' CURB AND GUTTER PER BROWARD COUNTY

PAVING AND GRADING LEGEND							
ABBREVIATIONS PROPERTY or R/W LINE							
I.E.	INVERT ELEVATION	CENTER LINE					
R.E.	RIM ELEVATION						
G.E.	GRATE ELEVATION	D.W.	DRAINAGE WELL				
M.H.	MANHOLE	PROP.	PROPOSED				
C.B.	CATCH BASIN	EXIST.	EXISTING				

GRAPHIC SCALE IN FEET

BTE REF DATE: 4.25.22

Thurlow ineering,

Botek

BTE PROJECT #: 20-0602

PROJECT DATE: 5.14.21

SHEET #:

Know what's below.

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# **5B**To be Distributed Under Separate Cover

# **5C**To be Distributed Under Separate Cover

# **Sixth Order of Business**

#### **RESOLUTION 2023-7**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT SETTING A PUBLIC HEARING TO ADOPT THE WATER AND SEWER BUDGET FOR FISCAL YEAR 2024 PURSUANT TO FLORIDA LAW

**WHEREAS**, the District has prepared a proposed Water and Sewer Budget for Fiscal Year 2024; and

**WHEREAS**, the Board of Supervisors desires to set the required public hearing thereon to consider said proposed Budget and;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT, THAT:

**Section 1**. The recitals above are true and correct and are hereby made a part of this Resolution.

**Section 2**. A public hearing on said proposed Budget is hereby declared and set for the following date, hour and place:

Date: September 18, 2023

Hour: 4:00 p.m.
Place: District Offices

10300 NW 11<sup>th</sup> Manor

Coral Springs, Florida 33071

**Section 4**. The District Manager shall publish or have published notice of this public hearing in the manner prescribed by law.

**Section 5**. This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of Supervisors of the Coral Springs Improvement District, this 17<sup>th</sup> day of July, 2023.

Curt Ti	efenbrur	n, Presiden	t	



# PROPOSED TENTATIVE BUDGET FY 2023 | 2024





**WATER & SEWER** 

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

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Agenda Page 41

## **CORAL SPRINGS IMPROVEMENT DISTRICT**

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

### **BOARD OF SUPERVISORS**

- Curtis J. Tiefenbrun, President
- Stephen Lytle, Vice President
- Benjamin E. Groenevelt, Secretary

#### **MANAGEMENT**

- Kenneth Cassel, District Manager
- Seth Behn, District Attorney
- Rick Olson, District Engineer
- David McIntosh, Director of Operations
- Jan Zilmer, Human Resources Director
- Joe Stephens, Director of Utilities
- Sue Beyer, Director of Finance & Accounting

# CORAL SPRINGS IMPROVEMENT DISTRICT WATER & SEWER ENTERPRISE FUND Tentative Proposed Budget Fiscal year 2023-2024

DESCRIPTION	ADOPTED BUDGET FY 2022-2023	ACTUAL ENDING 5/31/23	TOTAL Projected thru 9/30/2023	Proposed Tentative FY 2023 2024
EVENUE				
WATER REVENUE	7,486,370	4,949,425	7,424,137	7,860,690
SEWER REVENUE	6,775,552	4,445,321	6,667,982	7,114,330
STANDBY REVENUE	3,120	35,680	53,520	25,000
PROCESSING FEES	12,000	7,540	11,310	11,000
LIEN INFORMATION FEES	9,000	7,925	11,888	11,000
DELINQUENT FEES	170,000	205,350	308,025	200,000
CONNECTION FEE REVENUE	-	13,400	20,100	14,000
METER FEES	-	2,675	4,013	3,500
CONTRACT BILLING SERVICES	72,470	48,308	72,462	76,104
CONTRACT HR & PAYROLL SERVICES	14,521	9,682	14,523	14,952
TECHNOLOGY SHARING REVENUE	16,883	11,255	16,883	17,389
INTEREST		434,529	651,794	300,000
RENT REVENUE	71,249	74,296	111,444	111,955
FED GRANT-BLOWER REPLACEMENT	500,000	-	500,000	-
MISCELLANEOUS REVENUE	-	45,360	48,039	-
Carry forward balance	3,648,911	-	-	4,156,000
TOTAL REVENUES	18,780,076	10,290,746	15,916,119	19,922,262

#### **EXPENSES**

#### **ADMINISTRATION (Dept 310)**

DMINISTRATION (Dept 310)				
SALARIES & WAGES	1,140,560	413,874	620,811	843,366
SPECIAL PAY	2,531	-	-	2,011
FICA EXPENSE	87,253	30,640	45,960	64,518
PENSION EXPENSE & MATCH	136,868	56,502	113,003	101,204
HEALTH INSURANCE	257,219	168,914	253,371	233,474
WORKER'S COMP. INSURANCE	2,625	1,082	1,624	1,940
EDUCATION	31,668	-	-	20,840
OPEB EXPENSE	3,005	-	-	3,100
ENGINEERING FEES	33,600	6,866	10,298	33,600
TRUSTEE FEES	10,675	9,159	9,159	9,759
ATTORNEY FEES	60,000	33,127	49,690	60,000
SPECIAL CONSULTING SERVICES	158,000	76,384	114,577	152,000
CYBERSECURITY & IT SERVICES	100,000	49,572	74,358	100,000
TRAVEL PER DIEM (BOARD)	8,000	490	735	12,000
ANNUAL AUDIT	15,750	12,300	12,300	15,750
GASB VALUATION FEE	3,200	2,590	3,885	3,900
MANAGEMENT FEES	96,764	56,446	84,669	96,764
TELEPHONE	15,200	11,047	16,571	26,158
POSTAGE	55,780	34,541	51,811	55,780
PRINTING AND BINDING	46,600	31,814	47,722	47,900
ELECTRIC EXPENSE	15,400	7,300	10,950	15,000
RENTALS AND LEASES	3,150	313	470	3,850
INSURANCE	18,750	9,502	14,254	16,000
REPAIR & MAINTENANCE	41,000	15,424	23,136	41,000
LEGAL ADVERTISING	4,500	-	-	4,500
EMPLOYMENT ADS	13,550	3,532	5,298	13,000
OTHER CURRENT CHGS-GENERAL	32,950	6,328	9,492	34,200
MONITORING FEES	600	162	243	600
EMPLOYMENT SCREENING	3,000	1,940	2,910	3,000

# CORAL SPRINGS IMPROVEMENT DISTRICT WATER & SEWER ENTERPRISE FUND Tentative Proposed Budget

Fiscal year 2023-2024

DECORIDATION	ADOPTED	ACTUAL	TOTAL	Proposed
DESCRIPTION	BUDGET FY 2022-2023	ENDING 5/31/23	Projected thru 9/30/2023	Tentative FY 2023 2024
MERCHANT FEES (PAYMENTUS)	90,100	52,401	78,602	86,000
TECHNOLOGY EXPENSE	99,095	44,591	66,887	117,209
TOILET REBATE	14,850	6,039	9,059	14,850
OFFICE SUPPLIES	4,000	5,875	8,812	10,000
DUES, LICENSES, SUBSCRIP.	15,000	3,606	5,409	13,000
PROMOTIONAL EXPENSE	22,000	21,184	31,776	29,700
CAPITAL OUTLAY	10,000	10,968	16,452	40,000
BANK FEES	-	4,688	7,032	1,500
TOTAL ADMINISTRATION	2,653,243	1,189,201	1,801,323	2,327,472
lant	· ·	· · ·	· · ·	
Water (Dept 321)				
SALARIES & WAGES	857,166	618,822	928,233	1,039,133
SPECIAL PAY	1,010	-	-	1,306
FICA EXPENSE	65,573	44,416	66,623	79,493
PENSION EXPENSE	102,860	44,253	66,379	124,696
HEALTH INSURANCE	205,672	87,438	131,157	228,745
WORKER'S COMP. INSURANCE	30,822	17,461	26,192	29,037
EDUCATION	22,596	-	-	24,940
OPEB EXPENSE	1,968	-	-	3,400
WATER QUALITY TESTING	32,470	17,404	26.106	26,540
TELEPHONE	3,500	986	1,479	2,500
ELECTRIC EXPENSE	424,600	300,020	450,030	560,000
RENTALS AND LEASES	3,250	117	176	3,250
INSURANCE	89,540	51,065	76,598	85,213
REPAIR & MAINTENANCE	340,656	55,923	83,884	326,746
R&M-FILTERS FOR WATER PLANT	222,800	13,429	20,144	217,460
OFFICE SUPPLIES	1,785	181	272	1,000
OTHER OPERATING SUPPLIES	29,850	5,620	8,430	29,850
CHEMICALS	460,721	352,922	529,383	418,678
LAB CHEMS/TEST EQUIP	42,769	17,926	26,889	32,464
UNIFORM RENTAL	4,170	1,893	2,839	5,195
MOTOR FUELS	79,055	1,032	1,548	61,650
DUES, LICENSES, SUBSCRIP.	19,460	5,637	8,455	23,090
CAPITAL OUTLAY	575,000	11,135	16,703	686,000
RENEWAL & REPLACEMENT	373,000	-	- 10,703	-
TOTAL DEPT #321 (WATER)	3,617,293	1,647,680	2,471,519	4,010,384
Wasta Water (Dept 222)				
Waste Water (Dept 322) SALARIES & WAGES	906,730	610,538	915,807	999,649
SPECIAL PAY	1,465			1,577
FICA EXPENSE	69,365	46,375	69,563	76,475
PENSION EXPENSE	108,807	49,689	99,377	119,958
HEALTH INSURANCE	218,159	88,460	132,690	259,131
WORKER'S COMP. INSURANCE	32,806	7,497	11,246	25,532
EDUCATION	23,646	1,401	11,240	20,640
OPEB EXPENSE	2,102		<u> </u>	3,100
WATER QUALITY TESTING	43,223	24,277	36,415	44,000
TELEPHONE	2,904	1,516	2,274	2,900
ELECTRIC EXPENSE	250,000	150,615	225,922	270,000
RENTALS AND LEASES	3,388	130,015	220,922	2,200
INSURANCE		44,994	67,491	75,650
REPAIR & MAINTENANCE	81,100 633,060	194,180	291,270	652,838

# CORAL SPRINGS IMPROVEMENT DISTRICT WATER & SEWER ENTERPRISE FUND Tentative Proposed Budget

Fiscal year 2023-2024

	ADOPTED	ACTUAL	TOTAL	Proposed
DESCRIPTION	BUDGET	ENDING	Projected thru	Tentative
	FY 2022-2023	5/31/23	9/30/2023	FY 2023 2024
SULIDOE MANACEMENT SEWIER	256 600	120,900	200.925	227 400
SLUDGE MANAGEMENT-SEWER CHEMICALS	256,600	139,890	209,835	237,400
	98,510	42,741	64,112	101,600
OFFICE SUPPLIES	950	376	564	950
OTHER OPERATING SUPPLIES	9,000	3,486	5,229	9,000
LAB CHEMS/TEST EQUIP	4,000	1,825	2,738	4,000
UNIFORM RENTAL	4,350	1,958	2,938	5,375
MOTOR FUELS DUES, LICENSES, SUBSCRIP.	62,520	14,414	21,621	49,920
CAPITAL OUTLAY	15,950	2,461	3,692	36,030
CAPITAL OUTLAY	1,905,899	710,852	1,066,279	1,452,000
TOTAL DEPT #322 (WASTEWATER)	4,734,534	2,136,145	3,229,062	4,449,923
Maintenance (Dept 323)				
SALARIES & WAGES	495,029	316,476	474,714	539,930
SPECIAL PAY	967	-	-	1,191
FICA EXPENSE	37,869	24,398	36,597	41,305
PENSION EXPENSE	59,403	28,292	56,584	64,792
HEALTH INSURANCE	114,844	68,586	102,879	182,766
WORKER'S COMP. INSURANCE	20,605	4,303	6,455	17,008
EDUCATION	14,910	- 1,000		15,200
OPEB EXPENSE	846	_	_	2,200
TELEPHONE	3,630	1,746	2,619	3,500
RENTALS AND LEASES	7,100	2,978	4,466	7,100
INSURANCE	3,600	2,199	3,298	4,000
REPAIR & MAINTENANCE	122,100	51,375	77,063	133,342
OFFICE SUPPLIES	900	413	619	900
OTHER OPERATING SUPPLIES	20,500	7,765	11,647	31,100
UNIFORM RENTAL	3,120	1,164	1,747	3,670
MOTOR FUELS	6,520	2,226	3,339	5,210
DUES, LICENSES, SUBSCRIP.	7,000	991	1,487	7,000
CAPITAL OUTLAY	28,000	-	-	35,000
TOTAL DEPT #323 (MAINTENANCE)	946,943	512,912	783,514	1,095,214
TOTAL PLANT (DEPT #321 - #323)	9,298,770	4,296,737	6,484,096	9,555,522
Field (Dept 330)	000 007	050.050	000.005	4 000 700
SALARIES & WAGES	903,637	653,950	980,925	1,090,726
SPECIAL PAY	1,754	- 50.550	75.005	1,957
FICA EXPENSE	69,128	50,556	75,835	83,443
PENSION EXPENSE	108,437	49,928	74,892	130,887
HEALTH INSURANCE	256,412	125,575	188,363	286,923
WORKER'S COMP. INSURANCE	32,681	18,411	27,616	42,056
EDUCATION	25,746	-	-	27,840
OPEB EXPENSE	3,150	- 455	-	4,000
WATER QUALITY TESTING	1,000	155	233	1,000
NATURESCAPE IRRIGATION SERVICE	3,400	-	-	3,400
TELEPHONE	18,600	6,059	9,088	10,500
ELECTRIC EXPENSE	118,000	80,535	120,803	126,842
RENTALS AND LEASES	9,500	1,758	2,637	9,500
RENT EXPENSE-SCADA	56,040	32,690	49,035	56,040
INSURANCE PERAIR & MAINTENANCE	26,000	13,879	20,818	23,154
REPAIR & MAINTENANCE	178,250	142,221	213,332	231,470

# CORAL SPRINGS IMPROVEMENT DISTRICT WATER & SEWER ENTERPRISE FUND Tentative Proposed Budget

Fiscal year 2023-2024

DESCRIPTION	ADOPTED BUDGET FY 2022-2023	ACTUAL ENDING 5/31/23	TOTAL Projected thru 9/30/2023	Proposed Tentative FY 2023 2024
R&M LIFT STATIONS	457.050	00.050	00.200	00.050
R&M-GENERATORS	157,850	66,259 6,117	99,388 9,176	80,850
METERS	34,600 31,440	16,863	25,295	26,100 29,471
OFFICE SUPPLIES	1,680	598	896	1,680
OTHER OPERATING SUPPLIES	57,190	45,239	67,858	62,200
UNIFORM RENTAL	5.730	3,218	4.827	6,835
MOTOR FUELS	27,740	23,188	34,782	24,920
DUES, LICENSES, SUBSCRIP.	10,500	2,658	34,782	10,500
CAPITAL OUTLAY	1,710,000	761,099	1,141,648	2,565,000
TOTAL DEPT #330 (FIELD)	3,848,465	2,100,954	3,151,432	4,937,293
TOTAL EXPENSES ALL DEPTS	15,800,478	7,586,892	11,436,850	16,820,287
AVAILABLE FOR DEBT SERVICE	2,979,599	2,703,854	4,479,269	3,101,975
BT SERVICE PRINCIPAL				
PRINCIPAL EXP-2016	1,795,000	1,795,000	1,795,000	1,850,000
WITEDEOT				
MIERESI				
INTEREST EXP-2016	1,022,817	681,881	1,022,817	968,070
	2,817,817	2,476,881	1,022,817 <b>2,817,817</b>	968,070 2,818,070
INTEREST EXP-2016				

### **PROPOSED TENTATIVE BUDGET FY 2023 | 2024**

#### PROPOSED TENTATIVE BUDGET

The District will use reserve funds in the amount of \$4,086,000 to help offset infrastructure projects required by Plant & Field departments, which the majority was carry forward from unused reserve funds from the prior Fiscal Year.

CSID is executing the Financial Management Plan rate increases of 5% to water (including irrigation) and sewer rates as a result of the Rate Study Analysis completed during FY 2019 by Stantec, an independent consulting firm.

#### **REVENUES**

#### Water Revenue

The estimated amount that will be billed to users of the water system of the District is determined by the utility rate agreement. Based on prior year revenues the water revenues are projected to be \$7,860,690.

#### Sewer Revenue

The estimated amount that will be billed to users of the wastewater system of the District is determined by the utility rate agreement. Based on the previous year's revenue the sewer revenues are projected to be \$7,114,330.

#### Standby Revenue

The standby charge is applied to each lot, parcel, or tract, which has been reserved for water and sewer capacity. The amount projected for this Fiscal Year is \$25,000.

#### **Processing Fees**

A processing fee of \$20 is charged to each new utility account. Based on the District's history of new accounts, the projected amount for this Fiscal Year is \$11,000.

#### Lien Revenue Fees

The Board adopted a \$25 charge for an estoppel letter. Based on the prior years' history of estoppel letters, the estimated amount for this Fiscal Year is \$11,000.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **REVENUES (Continued)**

#### **Delinquent Fees**

The District levies a \$25 charge for each month the account is delinquent until the account is current. The projected amount for this Fiscal Year is \$200,000.

#### **Contract Utility Billing Services**

The District provides utility billing services for the benefit of cost sharing. This Fiscal Year the District expects to receive \$76,104.

#### **Contract HR & Payroll Services**

The District provides human resource and payroll services to other Districts based on fees established under interlocal agreements. Budgeted fees are \$14,952.

#### Rent Revenue

This line item represents the lease space within the plant. The total budgeted revenue from this source is \$111,955.

#### <u>Technology Sharing Revenue</u>

The District owns an IBM AS-400 computer system as well as a suite of proprietary software programs. Technology sharing is the revenue associated with the performance of duties on the Districts system, phone, fax, ISP and other technology hardware, used for the benefit of the District. The amount being reimbursed by other funds is \$17,389.

#### Miscellaneous Revenues

Represents income from unexpected activities during the year. At times the District participates in rebate events, or surplus sales to dispose of unrepairable equipment. This is unexpected revenue and is not budgeted.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **ADMINISTRATION EXPENDITURES**

#### Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$843,366.

#### Special Pay

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$2,011.

#### **FICA Taxes**

FICA tax is established by law and the current rate is 7.65%. Based on salaries of is \$843,366, the amount projected for FICA tax is \$64,518.

#### Pension Expense

The pension plan was established whereby the District makes contributions on behalf of each employee with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$843,366, the amount projected for pension expense is \$101,204.

#### Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$233,474.

#### Worker's Compensation Insurance

Worker's compensation insurance is being budgeted for \$1,940.

#### <u>Unemployment Compensation</u>

Unemployment compensation is expected to be \$0.

#### **Tuition Reimbursement**

The budgeted amount is estimated to be \$20,840.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **ADMINISTRATION EXPENDITURES (Continued)**

#### **OPEB Expense**

Other post-employment benefits (OPEB) are the benefits that an employee will begin to receive at the start of retirement. This does not include pension benefits paid to the retired employee (GASB Statements 74 and 75). The budgeted amount is estimated to be \$3,100.

#### **Engineering Fees**

The District currently has a contract with Globaltech, Inc., to provide general engineering services not related to or associated with any specific capital improvement project. The contract includes preparation for monthly meetings, monthly reporting, and responses to requests from the Board. Based on anticipated general engineering work, the fees are not expected to exceed \$33,600.

#### <u>Trustee Fees/Other Debt Expense</u>

This expense includes charges associated with the currently existing outstanding bond issues.

Pending bond fees & arbitrage costs are not included in this listing.

Trustee Fees (2016 Series)	\$9,159
AMTEC Report	600
Total Expenses	\$9.759

#### Legal Fees

The District currently has a contract with Lewis, Longman and Walker, PA as legal counsel for the District. This contract includes preparation for monthly board meetings, contract review, etc. This year's budget is not expected to exceed \$60,000.

### **PROPOSED TENTATIVE BUDGET FY 2023 | 2024**

#### **ADMINISTRATION EXPENDITURES (Continued)**

#### **Special Consulting Services**

The District may need to engage a consultant that specializes in legislative codification matters that would amend the current charter. Included in those matters are bidding threshold requirements, efficiencies, gains, and benefits inherent in contract administration. Other consulting services may be incurred for special projects as needed. The anticipated cost for all these services is \$152,000.

#### Information & Technology Services

The District retained a Consulting firm specialized in technology and cybersecurity to manage the Districts' Network and computer platforms. The projected amount for this service is estimated for \$100,000.

#### Travel & Per Diem (Board)

This expense represents travel expenses for the Board of Supervisors and Directors. The budgeted amount for this fiscal year is \$12,000.

#### **Annual Audit**

The District's auditing firm is Keefe, McCullough & Co., LLP. Based on the current activity level this amount should not exceed \$15,750.

#### **Actuarial Computation - OPEB**

Florida state statutes require the employer to make health coverage available to retirees at the employer's group rate. GASB 75 requires a periodic actuarial assessment of the cost and liability associated with these benefits. The budgeted amount for this Fiscal Year is \$3,900.

#### **Management Fees**

This service includes management and financial advisory services provided to the District under the Management Contract with Inframark, LLC. This Fiscal Year the expense is \$96,764.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **ADMINISTRATION EXPENDITURES (Continued)**

#### Telephone Expense

Telephone Service, fax machine and long-distance calls are included under this expense. Based on the prior years' experience, the amount should not exceed \$26,158.

#### Postage

Overnight deliveries, general, utility bills, etc.

Utility Billing	48,000
Administrative	5,380
Special Mailings	2,400
Total	\$55,780

#### **Printing and Binding**

Stationary, utility billing forms, personnel forms, envelopes, photocopies, etc.

Utility Billing	40,600
Accounting	2,000
Personnel Department	3,000
Marketing Materials	2,300
Total	\$47,900

#### Electric Expense

This expense includes the electrical service for the Administrative Building. Based on prior years' expenses the projected amount for this Fiscal Year is \$15,000.



# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **ADMINISTRATION EXPENDITURES (Continued)**

#### **Rentals and Leases**

The following charges are being budgeted in the Fiscal Year:

Copier Lease	\$ 2,700
Mail Machine	 1,150
Total	\$ 3,850

#### Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal Year should not exceed \$16,500.

#### Repair and Maintenance

The following expenses are anticipated for the budget year.

A/C Maintenance & Repairs	\$23,900
Pest Control	2,100
Carpet, Windows, Floors & General Cleaning	g 8,200
Building Small Supplies/Materials	1,800
Roof Repairs	4,000
Contingencies	1,000
Total	\$ 41,000

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **ADMINISTRATION EXPENDITURES (Continued)**

#### **Legal Advertising**

The District posts most of its legal advertising in the Sun-Sentinel. Expenses include monthly meetings, special meetings, public hearings, request for bids, etc. The estimated amount should not exceed \$4,500.

#### **Other Current Charges**

Bank charges and any other miscellaneous expenses that occur during the year as follows:

Employee Appreciation	16,500
Miscellaneous Charges	<u>17,700</u>
TOTAL	\$ 34,200

#### Merchant Fees

The District is charged monthly administrative fees as well as individual transaction fees on all credit card payments we receive. Based on last years' experience the projected amount should not exceed \$86,000.

### PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **ADMINISTRATION EXPENDITURES (Continued)**

#### Computer/Technology Expenses

This represents software, anti-virus, web hosting, tech services & additional computer project systems and support for this Fiscal Year which amount should not exceed \$117,209.

#### **Employment Ads**

Recruiting Expenses for qualified candidates for Plant Operators, Field, and Administration Personnel. Based on prior years' experience the amount should not exceed \$13,000.

#### **Toilet Rebates**

Utility bills are credited \$99 for those customers who install a qualifying toilet under the rebate program established by the District. Budgeted rebates reflect a total of 150 toilets for \$14,850.

#### Office Supplies

Accounting, Utility Billing and Administrative Supplies such as printer cartridges, file cabinets, computer supplies, file folders, pens, pencils, cleaning supplies, paper products, etc. Based on historical experience the amount should not exceed \$10,000.

#### Dues, Licenses, Schools & Permits

This item includes professional publications such as GAS Guide and Florida Statutes. This expense also covers the cost for CPA continuing education requirements and license renewal, management training, and training related to human resources. The amount should not exceed \$13,000.

#### **Promotional Expenses**

The District is budgeting \$29,700 for the budget year.

#### Capital Outlay

The budgeted amount of \$40,000 is being provided for a structural evaluation of the Administration Building and updates to the conference room.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - PLANT OPERATIONS**

#### Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$2,578,711.

#### **Special Pay**

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$4,073.

#### **FICA Taxes**

FICA tax is established by law and the current rate is 7.65%. Based on salaries of \$2,578,711, the amount projected for FICA tax is \$197,272.

#### Pension Expense

The pension plan was established whereby the District makes contributions on behalf of each employee with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$2,578,711, the amount projected for pension expense is \$309,445.

#### Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$670,641.

#### Worker's Compensation Insurance

Worker's compensation insurance is being budgeted for \$71,577.

#### **Tuition Reimbursement**

The amount budgeted is \$60,780.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - PLANT OPERATIONS (Continued)**

#### **OPEB Expense**

Other post-employment benefits (OPEB) calculation budgeted amount is based on previous year calculation and estimated to be \$8,700.

#### **Water Quality Testing**

Water Quality Testing is provided by Florida Spectrum Environmental Services, Inc. This Fiscal Year the projected amount for water quality testing is \$70,540.

#### Telephone Expense

Telephone charges for this Fiscal Year include Bellsouth phone service for Water and Wastewater offices and Sprint phone services. The projected amount for this Fiscal Year is \$8,900

#### Electric Expense

The electric requirements for the plant facility and wells are based upon the operating history. Based on the previous year's expenses the projected amount for this Fiscal Year is \$830,000.

#### Rentals and Leases

The District is budgeting \$12,550 for miscellaneous equipment rentals.

#### Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expense should not exceed \$164,863.



# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - PLANT OPERATIONS (Continued)**

#### Repairs & Maintenance

Repair and maintenance expenses anticipated to be spent in the Fiscal Year are as follows:

R&M General	43,300
Generator Maintenance & Repairs	32,676
Vibration Analysis Program	31,800
R&M Well & Deep Well	124,170
Instrument and Control Repairs/Calibration	40,500
Facility Maintenance	54,300
Total Water	\$ 326,746

#### **Wastewater Department**

R&M General	22,000
Generator Maintenance & Repair	27,740
Deep Well Maintenance	11,000
Instruments & Controls/ Meter Calibration	84,676
R&M Vehicles	4,000
Vibration Analysis Program	17,000
R&M Air Conditioning	19,922
Facility Maintenance	197,000
R&M Lift Stations	4,500
R&M Headworks	20,000
Mechanical Injection Well	245,000
Total Wastewater	\$ 652,838

#### **EXPENDITURES - PLANT OPERATIONS (Continued)**

#### Maintenance

R&M General	14,800
Vehicle Maintenance	10,400
R&M Trash Pick Up	8,742
Lawn Maintenance Contract	84,400
Other Facility Maintenance	15,000
Total Maintenance	\$133,342

TOTAL REPAIRS & MAINTENANCE - PLANT \$1,112,926

#### Filters for Water Plant

Budgeted replacement costs for filters, membranes and interconnectors for the Water Plant are \$217,460.

#### Sludge Management - Sewer

Sludge removal costs are budgeted for \$237,400.

#### **Chemicals**

Products used in the process of Water & Wastewater treatments. The amount projected to be spent in this Fiscal Year is \$520,278.

#### Office Supplies

Paper, pens, folders, and other office supplies. The projected amount for this Fiscal Year is \$2,850.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - PLANT OPERATIONS (Continued)**

#### **Operating Supplies**

General operating supplies include laboratory chemicals and miscellaneous tools and equipment. The projected amount is \$69,950.

#### Uniforms

Uniform purchases, rentals and safety boot allowances are budgeted at \$14,240.

#### **Motor Fuels**

Motor fuels include gasoline and diesel fuel needed for the operation of auxiliary generators. The projected amount is \$116,780.

#### Dues, Licenses, Schools & Permits

This expense represents costs for license renewals, subscriptions, books and schooling required to maintain licenses to operate for plant employees. The projected amount for this Fiscal Year is \$66,120.

#### Capital Outlay

The District is budgeting for plant projects such as the addition of an above ground diesel storage tank for generator #4, Well #2 electrical panel, Andritz press replacement, and installation of 40 water sample sites. In addition, other projects to update and maintain equipment in Water and Wastewater. The total amount budgeted for Plant Capital Outlay is \$2,173,000.

Capital outlay for projects from the 2022/2023 budget year that will not be completed by the end of the current fiscal year is estimated at \$1,533,000. This amount will be charged in the 2023/2024 fiscal year.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - FIELD OPERATIONS**

#### Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$1,090,726.

#### Special Pay

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$1,957.

#### **FICA Taxes**

FICA tax is established by law and currently is 7.65%. Based on salaries of \$1,090,726 the amount projected for FICA tax is \$83,433.

#### Pension Expense

The pension plan was established whereby the District makes contributions on behalf of each employee with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$1,090,726, the amount projected for pension expense is \$130,887.

#### Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$286,923.

#### Worker's Compensation Insurance

Worker's compensation insurance is being budgeted for \$42,056.

#### **Tuition Reimbursement**

The projected amount is \$27,840.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - FIELD OPERATIONS (Continued)**

#### **OPEB Expense**

Other post-employment benefits (OPEB) calculation budgeted amount is based on previous year calculation and estimated to be \$4,000.

#### **Water Quality Testing**

Water Quality Testing is provided by Florida Spectrum Environmental Services, Inc. This Fiscal Year the projected amount for water quality testing is \$1,000.

#### Naturescape Irrigation Service

An annual fee of \$3,400 is paid to Broward County for the operation of the Naturescape irrigation service.

#### Telephone Expense

Telephones and fax machines are budgeted annually. Based on the previous years' experience the amount should not exceed \$10,500.

#### **Electric Expense**

The electric requirements (for Lift Stations) are based upon the operating history. Based on prior years' expenses the projected amount for this Fiscal Year is \$126,842.

#### Rentals & Leases

Equipment rental, other than for SCADA, is budgeted for \$9,500.

#### Rent Expense-SCADA

The District will install and rent components for telemetry lift-station operation and monitoring for \$56,040.



# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - FIELD OPERATIONS (Continued)**

#### <u>Insurance</u>

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal Year should not exceed \$26,000.

#### Repairs and Maintenance

Following is a listing of the different repairs and maintenance needed for field operations maintenance.

R&M-General	\$ 27,000
R&M-GIS Asbuilts	56,000
R&M-GIS Lead Copper	16,500
R&M-GIS General Services	2,500
R&M-Air Conditioning	3,500
R&M-Facility Maintenance	9,500
R&M-Vehicles	30,720
R&M Backflows	9,500
R&M-Streets & Driveways	57,250
R&M-Hydrants	19,000
Total Repairs & Maintenance	\$ 231,470

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - FIELD OPERATIONS (Continued)**

#### **Lift Stations**

This expense is to cover lift stations maintenance and repairs including new pumps and electrical supplies. The District operates 41 Lift Stations on the Field. The projected amount for this Fiscal Year is \$80,850.

#### Generators

Amount projected for expenses related to Portable Generators including services and repairs. The District owns 7 Portable Generators. Budget amount should not exceed \$26,100.

#### Meters

This program was setup to replace old meters. The projected amount for this fiscal year includes new connections and supplies costs. The amount being budgeted for new connections is \$29,471.

#### Office Supplies

Paper, pens, folders, and other office supplies. The projected amount for this Fiscal Year is \$1,680.

#### **Operating Supplies**

General operating supplies include laboratory chemicals and miscellaneous tools and equipment. The projected amount is \$62,200.

#### Uniforms

Uniform purchases and rentals and safety boot allowances are budgeted at \$6,835.

#### **Motor Fuels**

Motor fuels include gasoline and diesel fuel needed for the operation of portable generators. The projected amount is \$24,920.

# PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **EXPENDITURES - FIELD OPERATIONS (Continued)**

#### Dues, Licenses, Schools & Permits

This expense represents the cost for license renewals, subscriptions, books, and schooling required to maintain their license to operate. The projected amount is \$10,500.

#### **Capital Outlay**

The District is budgeting for projects such as the rehab of a lift station and sewer basin, purchase of one portable generator, sewer lining spot repairs, lift stations camera work, storage shed for generators, 2 new trucks, and a backhoe. The expected amount for this Fiscal Year should not exceed \$2,565,000.



### PROPOSED TENTATIVE BUDGET FY 2023 | 2024

#### **DEBT SERVICE**

During FY 2015/2016, Coral Springs Improvement District refinanced Series 2007 Bonds with Refunded Revenue Bonds Series 2016 in the amount of \$42,830,000 with a rate of 3.05%. \$38 million were used to the construction project of water plant and \$4 million has been set aside to take care of interest during the capitalized period, and to ensure those payments are available to the bondholders.

Debt service schedule represents the amount of money required to make payments on the principal and interest on the outstanding loan.

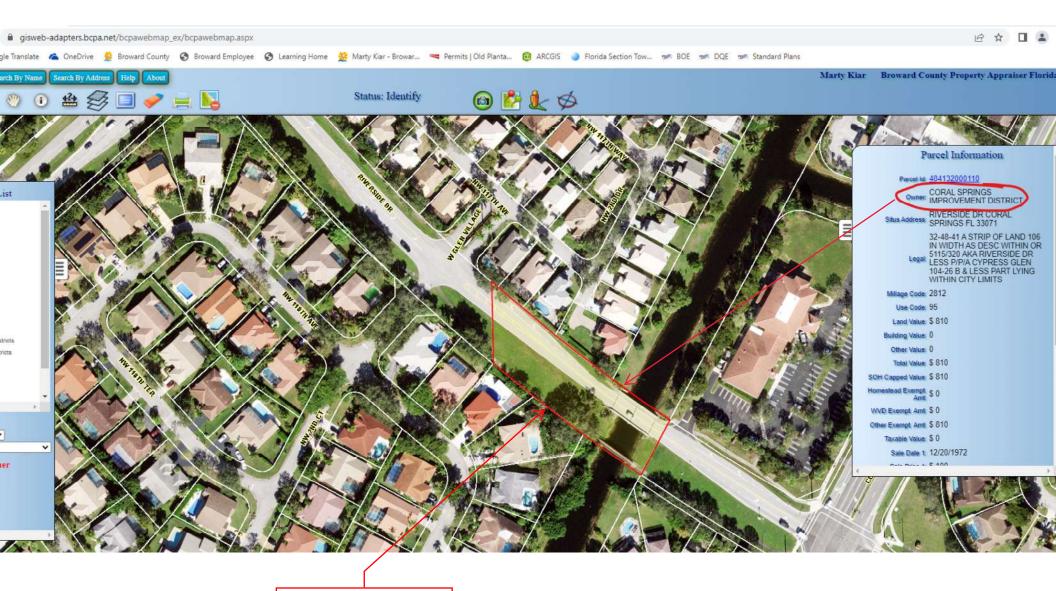
The schedule below reflects the remaining Debt Service requirement through 2031 of \$37,803,248. The 2023/2024 Budget includes a principal payment of \$1,850,000 and \$968,070 for interest.

#### Coral Springs Improvement District 2016 Water and Sewer Refunding Revenue Bonds

Debt Service Schedule

Debt Service Due	Principal Amount	Interest Amount	Total Payment	
2024	1,850,000	968,070	2,818,070	
2025	1,910,000	911,645	2,821,645	
2026	1,965,000	853,390	2,818,390	
2027	2,025,000	793,458	2,818,458	
2028	2,090,000	731,695	2,821,695	
2029	2,150,000	667,950	2,817,950	
2030	2,220,000	602,375	2,822,375	
2031	17,530,000	534,665	18,064,665	
Totals	31,740,000	6,063,248	37,803,248	

# **Seventh Order of Business**



Does this property belong to CSID?

# PUBLIC WORKS DEPARTMENT HIGHWAY AND BRIDGE MAINTENANCE DIVISION

Broward County Board of County Commissioners

Mark D. Bogen Lamar P. Fisher Beam Furr Steve Geller Robert McKinzie

Nan H. Rich Hazelle P. Rogers Tim Ryan Michael Udine

### CONTRACT PLANS

RIVERSIDE DR BRIDGE OVER W OUTFALL DRAINAGE CANAL

#### INDEX OF BRIDGE PLANS

(Bridge No. 864004)
HIGHWAY AND BRIDGE MAINTENANCE DIVISION PROJECT NO. 2023-1-125

TO PALM BEACH

SHEET NO.	SHEET DESCRIPTION
1.	COVER SHEET
2.	GENERAL NOTES
<i>3</i> .	QUANTITIES & MATERIAL NOTES
4.	BRIDGE PLAN AND ELEVATION
5.	PRESTRESSED SLAB UNIT LAYOUT
6.	ROADWAY CONSTRUCTION SEQUENCE
7.	UNDER DECK STRENGTHENING PROCEDURE
8.	DECK WATERPROOFING PROCEDURE
9.	CONSTRUCTION DETAILS I
10.	CONSTRUCTION DETAILS II
11.	ROADWAY PLAN

PROJECT LOCATION

FDOT INDEX 102-100 TEMPORARY BARRIER

FDOT INDEX 102-603 TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY

FDOT INDEX 536-001 GUARDRAIL

FDOT INDEX 521-404 GUARDRAIL TRANSITIONS - EXISTING POST AND BEAM BRIDGE RAILINGS

(NARROW AND RECESSED CURBS)

TO EVERGLADES AREA

TO ATLANTIC OCEAN

N

PLANS PREPARED BY: BROWARD COUNTY PUBLIC WORKS HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD, POMPANO BEACH, FL 33069

Agenda Page 68



NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS DATED 2023-2024, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2023, AS AMENDED BY CONTRACT DOCUMENTS.

> REVISIONS HBMD PROJECT 2023-1-125

LENGTH (	OF PROJEC	`T
	LINEAR FEET	MILES
BRIDGE LENGTH	96'-8"	0.01831
NET LENGTH OF PROJECT	96 ' -8"	0.01831
EXCEPTIONS	-	-
GROSS LENGTH OF PROJECT	96 ' - 8 "	0.01831

TO MIAMI

June 23, 2023

PROJECT LOCATION

	KEY	SHEET REVISIONS
	DATE	DESCRIPTION
_		

FISCAL	SHEET
YEAR	NO.
23	1

#### STANDARDS/SPECIFICATIONS:

- 1. AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION, 2020.
- FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JANUARY 2023.
- B. FDOT STANDARD PLANS FOR BRIDGE CONSTRUCTION, MAY 2023-24.
- 4. FHWA BRIDGE MAINTENANCE REFERENCE MANUAL, MAY 2015.
- 5. FDOT BRIDGE LOAD RATING MANUAL, JANUARY 2022.

#### GENERAL NOTES:

- I. UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS: INSTALLATION, ACCEPTANCE, AND PAYMENT FOR ALL ITEMS REQUIRED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS), FDOT ROADWAY DESIGN STANDARD (STANDARD INDEXES), BROWARD COUNTY MINIMUM STANDARDS, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS AND SPECIFICATIONS, AND ANY OR ALL BROWARD COUNTY REQUIREMENTS THAT MEET OR EXCEED THOSE FOUND IN THE ABOVE REFERENCED DOCUMENTS.
- 2. EXISTING DRAINAGE STRUCTURES (SCUPPERS, CURB & GUTTERS) WITHIN CONSTRUCTION LIMITS SHALL REMAIN.
- 3. PORTION OF UTILITIES MAY EXTEND INTO THE CONSTRUCTION ZONE. EXTREME CAUTION WILL BE NECESSARY DURING WORK AT THESE LOCATIONS.
- 4. ALL STORM LINES AND INLETS AFFECTED BY CONSTRUCTION OR WITHIN CONSTRUCTION LIMITS SHALL BE CLEANED OF DEBRIS BEFORE CONTRACT CLOSEOUT.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROPER DRAINAGE AND GUTTER FLOW LINE WITHIN CONSTRUCTION LIMITS.
- 6. EROSION AND SEDIMENTATION CONTROL PROTECTION SHALL BE PROVIDED AT ALL INLETS IMPACTED BY THE PROJECT AND BE REMOVED AT THE END OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) AND FDPE (NPDES). SEDIMENT BARRIER TO BE PLACED NEXT TO THE CANAL.
- 7. THE EXACT LOCATION OF EXISTING UTILITIES SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR PRIOR TO BEGINNING ACTUAL CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE COUNTY PROJECT ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE ANY ADJUSTMENTS. ANY DAMAGES TO EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE REPAIRED BY THE CONTRACTOR AT ITS OWN EXPENSE.
- 8. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN INSTALLING AND BACKFILLING AROUND EXISTING UTILITIES.
- 9. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS A MINIMUM OF 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON JOB SITES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, UTILITIES, LANDSCAPE AREAS, AND ANY OTHER DAMAGED INFRASTRUCTURE AS A RESULT OF THE CONTRACTOR'S OPERATIONS. REPAIRS AND RESTORATION SHALL BE TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST TO THE COUNTY.
- 11. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE COUNTY PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. THE COUNTY PROJECT ENGINEER SHALL ISSUE WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.
- 12. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE COUNTY PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE COUNTY PROJECT ENGINEER WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE COUNTY PROJECT ENGINEER. NOTE THAT EXISTING BRIDGE BEARINGS INCLUDE ASBESTOS, HOWEVER, THE SCOPE OF WORK INCLUDED IN THESE PLANS DOES NOT INCLUDE ANY WORK IN CLOSE VICINITY OF THE BEARINGS.
- 13. ANY SURVEY MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF ANY CONFLICT IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY: BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

ONE N. UNIVERSITY DRIVE, SUITE 300B PLANTATION, FLORIDA 33324-2038 PHONE: (954) 577-4555

- 14. ALL PERMANENT GRASS AREAS DAMAGED DURING CONSTRUCTION ARE TO RECEIVE A 2-IN TOP SOIL AND SOD TO MATCH EXISTING.
- 15. ALL TREES, BUSHES OR VEGETATION REMAIN UNLESS OTHERWISE NOTED.
- 16. THE MAINTENANCE OF TRAFFIC (MOT) FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS; THE STATE OF FLORIDA MANUAL OF ROADWAYS & TRAFFIC DESIGN STANDARDS; 600 SERIES INDEX OF THE FDOT DESIGN STANDARDS CURRENT EDITION, AND THE BROWARD COUNTY TRAFFIC ENGINEERING REQUIREMENTS. THE CONTRACTOR SHALL SUBMIT MOT PLANS, APPLICABLE TO THE WORK AREAS FOR THE ROADWAY AND THE SIDEWALK, TO HIGHWAY AND BRIDGE MAINTENANCE DIVISION FOR REVIEW AND APPROVAL.
- 17. THE CONTRACTOR SHALL HAVE ON-SITE AND AVAILABLE FOR IMMEDIATE REFERENCE, IF REQUESTED: MOT PLANS, MOT PERMIT, PROJECT PLANS, CONTACT INFORMATION FOR PRIME CONTRACTOR (IF SUB-CONTRACTOR), COUNTY PROJECT MANAGER, AND COPY OF PRE-CONSTRUCTION CHECKLIST.
- 18. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT PROPERTIES AND DRIVEWAYS AT ALL TIMES AS APPROVED BY THE COUNTY, AND THE COUNTY PROJECT ENGINEER.
- 19. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CURRENT EDITION OF BROWARD COUNTY ENGINEERING DIVISION MINIMUM STANDARDS, FDOT ROADWAY DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONCRETE FINISH. SURFACES MUST COMPLY WITH REQUIREMENTS DESCRIBED IN FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 21. PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETROREFLECTORIZED WITH UNIFORM REFLECTIVITY AND REFLECTIVE BEADS ACROSS THE ENTIRE STRIPE RESULTING IN A MINIMUM READING OF 250 MILLICANDELAS FOR WHITE STRIPING.
- 22. ANY DAMAGED PAVEMENT MARKINGS DUE TO CONSTRUCTION SHALL BE REPLACED AT CONTRACTORS EXPENSE.
- 23. THE MILLED SURFACE SHALL NOT BE EXPOSED TO TRAFFIC.
- 24. ALL PAVEMENT MARKINGS SHALL CONFORM TO BROWARD COUNTY TRAFFIC ENGINEERING "PAVEMENT MARKINGS AND SIGN DETAILS".
- 25. A MAINTENANCE OF TRAFFIC PLAN MUST BE SUBMITTED AND RECEIVE APPROVAL FROM HBMD PRIOR TO STARTING WORK.
- 26. A MINIMUM OF ONE TRAVEL LANE IN EACH DIRECTION MUST BE OPEN TO TRAFFIC AT ALL TIMES.
- 27. PAVEMENT MARKINGS SHALL BE RESTORED PRIOR TO REOPENING TO TRAFFIC.
- 28. LIMITS OF MILLING & RESURFACING SHALL BE MARKED DURING THE FIELD REVIEW WITH CONTRACTOR.
- 29. MILLINGS SHALL NOT BE STORED WITHIN THE PROJECT LIMITS. NOR ON COUNTY RIGHT OF WAY.
- 30. PAVING MARKINGS SHALL BE WORKED WITH BROWARD COUNTY TRAFFIC ENGINEERING PAVEMENT MARKINGS AND SIGNS DETAIL SHEET.
- 11. PRIOR TO COMMENCEMENT OF WORK ON THE UNDERSIDE OF THE BRIDGE, THE CONTRACTOR SHALL OBTAIN A ROW OCCUPANCY PERMIT FROM THE CORAL SPRING IMPROVEMENT DISCTRICT (CSID).

BRIDGE NO. 864004

DATE	NO.	REMARKS	BY	DATE

REVISIONS

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069



BRIDGE REPAIRS		RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	GENERAL NOTES	2

	PAY ITEM QUANTITIES - BRIDGE 864009		
Item No.	Description	Quantity	Unit
1	FOOT PAY ITEM 101-1: MOBILIZATION, NIGHT WORK	1	EACH
5	FDOT PAY ITEM 102-14: TRAFFIC CONTROL OFFICER	128	HOUR
6	FDOT PAY ITEM 102-60: WORK ZONE SIGNS, F & I	260	DAY
10	FDOT PAY ITEM 102-71-1B: BARRIER WALL, TEMPORARY, F&I, WATERFILLED, UP TO 30 DAYS	150	LINEAR FOOT
13	FDOT PAY ITEM 102-71-2B: BARRIER WALL, TEMPORARY, RELOCATE, WATERFILLED	150	LINEAR FOOT
16	FDOT PAY ITEM 102-74-1: CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD, F & I	1588	DAY
18	FDOT PAY ITEM 102-74-6: CHANNELIZING DEVICE-PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE), F & I	40	DAY
26	FDOT PAY ITEM 102-99: PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, F & I	236	DAY
32	FDOT PAY ITEM N/A: FDOT CERTIFIED FLAG PERSON	480	HOUR
36	FDOT PAY ITEM 104-11: FLOATING TURBIDITY BARRIER	200	LINEAR FOOT
45	FDOT PAY ITEM 110-3-5: REMOVAL OF EXISTING BRIDGE JOINT	109	LINEAR FOO
46	FDOT PAY ITEM 110-3-6: REMOVAL OF EXISTING BRIDGE CONCRETE TRAFFIC BARRIER,	27	LINEAR FOO
49	FOOT PAY ITEM 110-4-10A: REMOVAL OF EXISTING CONCRETE-SIDEWALK, PAVEMENT OR SLOPE PAVEMENT ANY THICKNESS	140	SQUARE YARI
69	FDOT PAY ITEM 173-76: GROUT PIPE INSTALLATION UP TO 4 IN. INSIDE DIA	3	LINEAR FOOT
77	FDOT PAY ITEM 327-70-1: MILLING EXIST ASPH PAVT, 1 AVG DEPTH, AREA	211	SQUARE YAR
78	FDOT PAY ITEM 327-70-4: MILLING EXIST ASPH PAVT, 3 IN AVG DEPTH	226	SQUARE YAR
88	FDOT PAY ITEM 334-1-52, 334-1-53, 334-1-54, OR 334-1-55: SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, C, D, OR E, PG 76-22	25	TONS
89	FDOT PAY ITEM 337-7-80, 337-7-81, 337-7-82, 337-7-83, 337-7-85, OR 337-7-88: ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, C, D, OR E, FC-9.5, FC-12.5 PG 76-22	24	TONS
91	FDOT PAY ITEM 339-1: MISCELLANEOUS ASPHALT PAVEMENT	12	TONS
99	FDOT ITEM # N/A: PAVEMENT WATERPROOFING FABRIC	4405	SQUARE FOO
129	FDOT PAY ITEM N/A: STAINLESS STEEL DOWEL (LF)	719	LINEAR FOOT
153	FDOT PAY ITEM 400-143B: CLEANING AND COATING CONCRETE SURFACE, CLASS 5, EQUALOR GREATHER THAN 500 SF	147	SQUARE FOO
158	FDOT PAY ITEM 400-148: PLAIN NEOPRENE BEARING PADS	2	CUBIC FOOT
160	FDOT PAY ITEM 401-70-1B: RESTORE SPALLED AREAS, STRUCTURES, TYPE F-1 EPOXY	7	CUBIC FOOT
162	FDOT PAY ITEM 411-1: EPOXY MATERIAL FOR CRACK INJECTION-STRUCTURES REHAB	2	GALLON
163	FDOT PAY ITEM 411-2: CRACKS INJECT AND SEAL-STRUCTURES REHAB	10	LINEAR FOOT

	PAY ITEM QUANTITIES - BRIDGE 864009		
Item No.	Description	Quantity	Unit
165	FDOT PAY ITEM # 413-154A: CLEANING AND SEALING CONCRETE SURFACES: METHACRYLATES, EQUAL OR GREATHER THAN 500 SF	2368	SQUARE FOOT
188	FDOT PAY ITEM 458-1-21A: BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD (TYPE D SILICONE)	109	LINEAR FOOT
192	FOOT PAY ITEM 458-2: POLYMER NOSING (XJS SYSTEMS) FOR BRIDGE DECK EXPANSION JOINT WITH POURED JOINT WITH BACKER ROD	22	CUBIC FOOT
227	FDOT PAY ITEM N/A: CARBON FIBER REINFORCED POLYMER (CFRP) LAMINATE FOR STRUCTURES OVER WATER	873	SQUARE FOOT
232	FDOT PAY ITEM 515-4-2: BULLET RAILINGS, DOUBLE RAIL	71	LINEAR FOOT
244	FDOT PAY ITEM 522-2A: CONCRETE SIDEWALK AND DRIVEWAYS, 6 IN THICK	127	SQUARE YARI
263	FDOT PAY ITEM 521-5-4: CONCRETE TRAFFIC RAILING, BRIDGE, 32 IN., VERTICAL FACE	27	LINEAR FOOT
293	FDOT PAY ITEM 530-74: BEDDING STONE	17	TONS
299	FDOT PAY ITEM 536-1-0: GUARDRAIL-ROADWAY, GENERAL TL-2	172	LINEAR FOOT
302	FDOT PAY ITEM 536-1-5: GUARDRAIL, ROADWAY, THRIE BEAM	125	LINEAR FOOT
308	FDOT PAY ITEM 536-6: PIPE RAIL FOR GUARDRAIL	51	LINEAR FOOT
309	FDOT PAY ITEM 536-7-A: SPECIAL GUARDRAIL POST	10	EACH
310	FDOT PAY ITEM 536-8: GUARDRAIL-BRIDGE ANCHORAGE ASSEMBLY	4	EACH
311	FDOT PAY ITEM 536-73: GUARDRAIL REMOVAL	60	LINEAR FOOT
317	FDOT PAY ITEM 536-85-24: GUARDRAIL END TREATMENT-PARALLEL APPROACH TERMINAL	4	EACH
358	FDOT PAY ITEM 570-1-2: PERFORMANCE TURF, SOD	67	SQUARE YAR
374	FDOT PAY ITEM 706-1-1: RETRO-REFLECTIVE PAVEMENT MARKERS	9	EACH
375	FDOT PAY ITEM 710-11-101, 710-11-201, OR 710-11-421: PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YELLOW, OR BLUE, SOLID, 6 IN	600	LINEAR FOOT
385	FDOT PAY ITEM 711-16-101 OR 711-16-201: THERMOPLASTIC, STANDARD, WHITE OR YELLOW, SOLID, 6 IN	600	LINEAR FOOT
415	FDOT PAY ITEM N/A: WORK SKIFF	36	DAY
417	FDOT PAY ITEM N/A: LIGHTWEIGHT CANAL WORK PLATFORM-5FT x 8FT	112	DAY
422	FDOT PAY ITEM N/A: SCAFFOLDING	7	DAY
430	FDOT PAY ITEM N/A: PORTABLE TOILET, SINGLE STALL	15	WEEK
431	FDOT PAY ITEM N/A: LIGHT TOWER, AMIDA/TEREX AL4000 OR EQUIVALENT	16	DAY
437	Pass-thru: Permits and Fees	1	EACH

#### MATERIAL NOTES

#### CFRP LAMINATES:

Carbon Fiber Fabric	Renewwrap EST CF600	Sikawrap Hex 103C	Tyfo SCH-41
Laminating Epoxy	Renewwrap ESR Saturant	Sikadur Hex 300	Tyfo S
UV Coating	Sikagard 670 W (Gray Color)	Sikagard 670 W (Gray Color)	Tyfo A Paint

MATERIALS AND INSTALLATION SHALL CONFORM TO THE TECHNICAL SPECIAL PROVISIONS (TSP) T100 AND NCHRP 609 ATTACHMENT A. BOTH FIBER AND EPOXY MUST COME FROM THE SAME MANUFACTURER.

1 PLY CFRP LAMINATE QUANTITY					
LENGTH	WIDTH	No. OF	QUANTITY		
(FT.)	(FT.)	Laminates	(SQFT.)		
8.41667	2.0000	8	134.667		
10.3333	2.0000	20	413.333		
8.125	2.0000	20	325		
7	otal CFRP	Quantities	873		

#### CONCRETE PATCHING:

Material Type	Compressive Strength, PSI			
material Type	1 Day	7 Days	28 Days	
Planitop XS	3000	4000	5000	
MasterEmaco S 440CI	2500	5300	6500	
Sika-Repair 223	3500	6000	7500	

R E V I S I O N S

DATE NO. REMARKS BY DATE

## DOWEL STEEL BAR:

DOWEL STEEL BARS SHALL BE GRADE 60 IN ACCORDANCE WITH ASTM A955/A955M-20 STANDARD SPECIFICATIONS FOR DEFORMED STAINLESS STEEL BARS FOR CONCRETE REINFORCEMENT.

SS. DOWEL BAR QUANTITY						
	BAR	LENGTH	No. OF	QUANTITY	TYPE	
	SIZE	(FT.)	BARS	(FT.)	TIPE	
6A1	#6	8.125	40	325	STRAIGHT	
6A2	#6	9.750	20	195	STRAIGHT	
6A3	#6	9.917	20	198.333	STRAIGHT	
Total Bar Quantities			718			

#### EPOXY:

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069

HORIZONTAL & VERTICAL	OVERHEAD	UNDERWATER
Dayton Superior Sure	Sikadur 31 Hi-	Pilgrim Magmaflow
Anchor I J51	Mod Gel	Туре К
ET-HP Epoxy	Dural 452 Gel	Simpson FX-225
Pilgrim RS-600		Euco Tremie Grout

#### WATERPROOFING MEMBRANE:

WATERPROOFING MEMBRANE SHALL CONFORM WITH FDOT SPECIFICATION SECTION 518 "PAVEMENT WATERPROOFING FABRIC" DATED 2000, LOCATED AT: https://www.fdot.gov/docs/default-source/programmanagement/Implemented/SpecBooks/2000/Files/2000Book.pdf
AND MANUFACTURER'S SPECIFICATION.

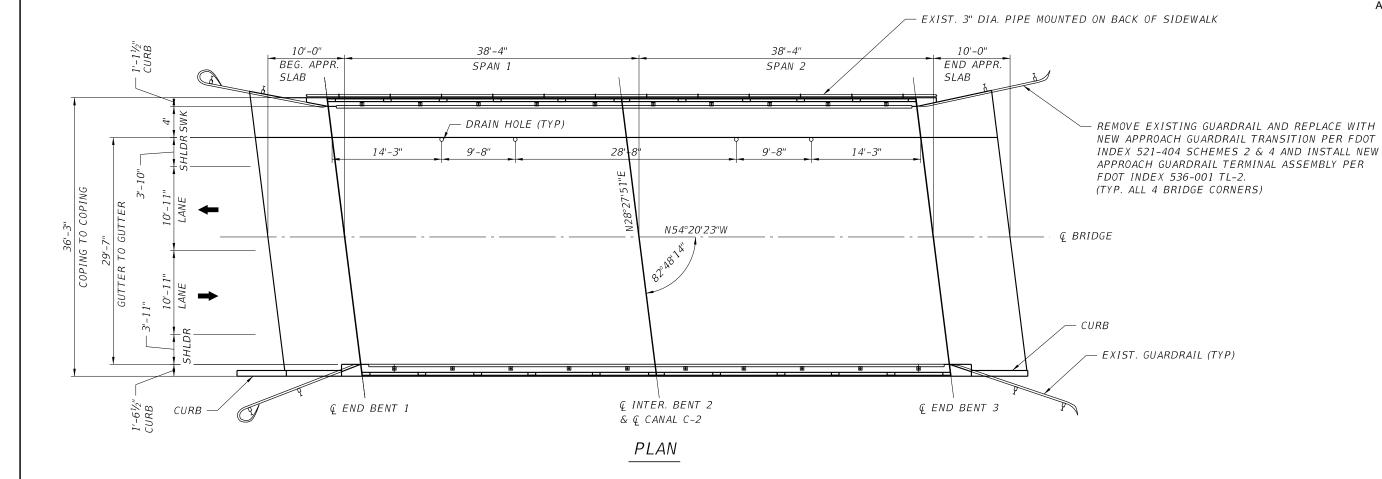
Waterproofing	Polyguard NW-75
Membrane	Crafco PavePrep SA CRA
membrane	MEL-DEK SealTight

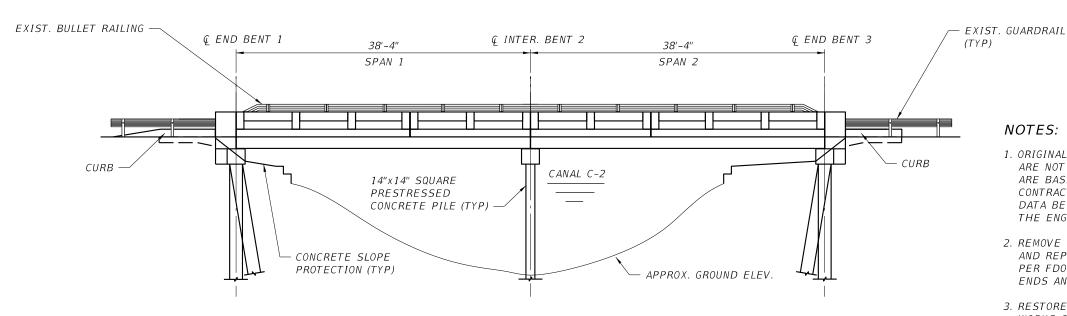
BRIDGE NO. 864004



BRIDGE	REPAIRS	RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	QUANTITIES AND MATERIAL NOTES	3







# ELEVATION

#### NOTES:

- 1. ORIGINAL CONSTRUCTION PLANS OF THE EXISTING BRIDGE ARE NOT AVAILABLE. DIMENSIONS SHOWN IN THESE PLANS ARE BASED ON FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THIS DATA BEFORE BEGINNING OF CONSTRUCTION AND TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- 2. REMOVE PORTION OF EXISTING POST AND BEAM RAILING AND REPLACE WITH VERTICAL FACE RETROFIT RAILING PER FDOT INDEX 521-404, SCHEME 2 ON SOUTH RAILING ENDS AND SCHEME 4 ON NORTH RAILING ENDS.
- 3. RESTORE THE BULLET RAILING AFTER THE GUARDRAIL WORKS COMPLETE.

#### BRIDGE NO. 864004

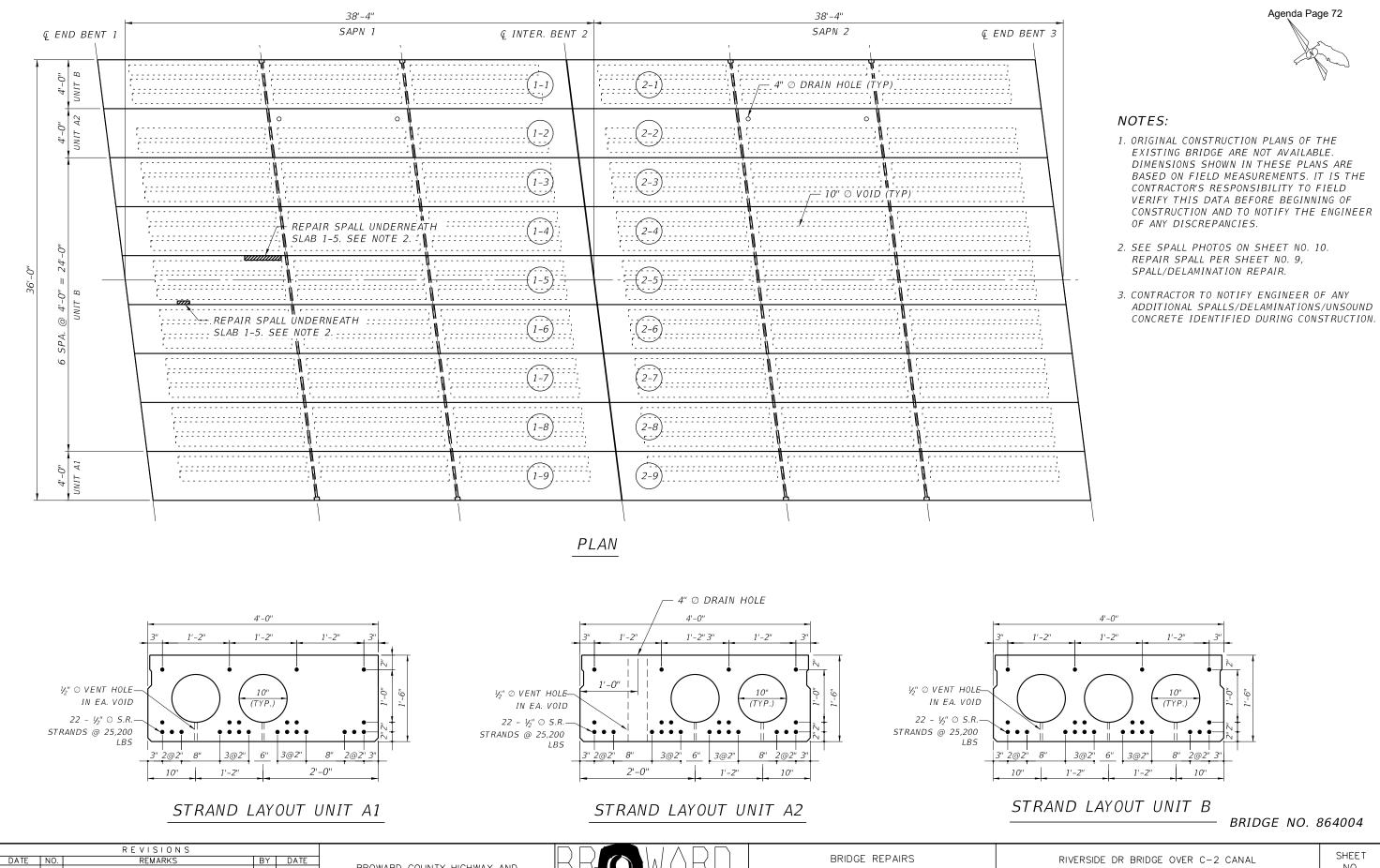
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BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069



BRIDGE	REPAIRS	
ROAD	HBMD PROJ. NO.	
RIVERSIDE DR	2023-1-125	

SHEET RIVERSIDE DR BRIDGE OVER C-2 CANAL NO. BRIDGE PLAN AND ELEVATION 4



BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069

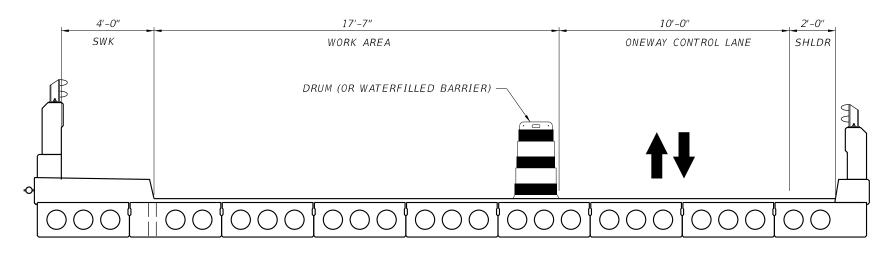
BROWARD COUNTY HIGHWAY AND BRIDGE REPAIRS

RIVERSIDE DR BRIDGE REPAIRS

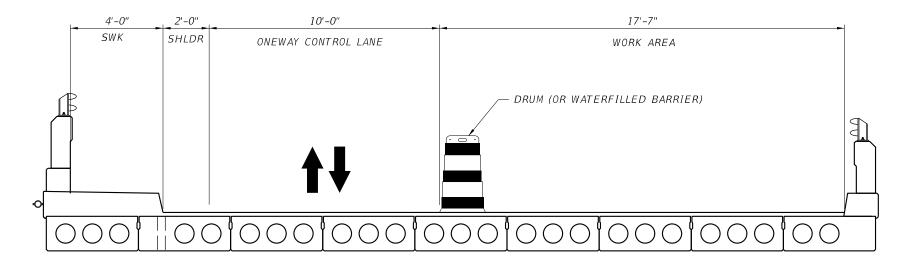
RIVERSIDE DR BRIDGE OVER C-2 CANAL SHEET NO.

ROAD HBMD PROJ. NO.

PRESTRESSED SLAB UNIT LAYOUT 5



# PHASE I



PHASE II

# NOTES:

- 1. DECK MILLING, WATERPROOFING AND RESURFACING IS TO BE PERFORMED AFTER STAINLESS STEEL DOWELS HAVE BEEN INSTALLED AND EXPODIED ON THE DECK UNDERSIDE AND PRIOR TO INSTALLATION OF CFRP LAMINATE ON THE DECK UNDERSIDE.
- 2. REFER TO FDOT STANDARD PLANS INDEX 102-603 "TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY".
- 3. REFER TO FDOT STANDARD PLANS INDEX 102-600 "GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES".
- 4. FOR BOTH PHASES, MILL EXISTING ASPHALT OVERLAY, INSTALL WATERPROOFING MEMBRANE, AND PAVE NEW ASPHALT OVERLAY.
- 5. CONTRACTOR SHALL NOTIFY ENGINEER AT A MINIMUM 2 WEEKS PRIOR TO LANE CLOSURES AND SUBMIT PROPOSED LANE CLOSURE SCHEDULE FOR REVIEW AND APPROVAL.

BRIDGE NO. 864004

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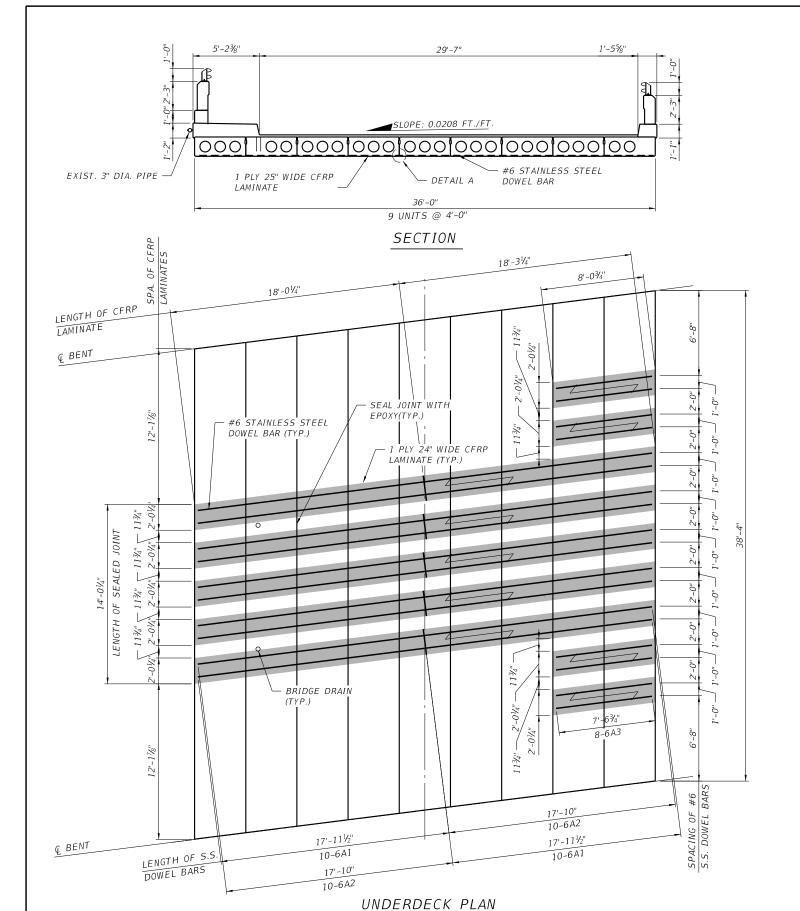
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BRIDGE	REPAIRS	RIVERSID	E DR BRIDGE	OVER C-	2 CANAL
ROAD	HBMD PROJ. NO.				
RIVERSIDE DR	2023-1-125	ROADWAY	CONSTRU	JCTION	SEQU

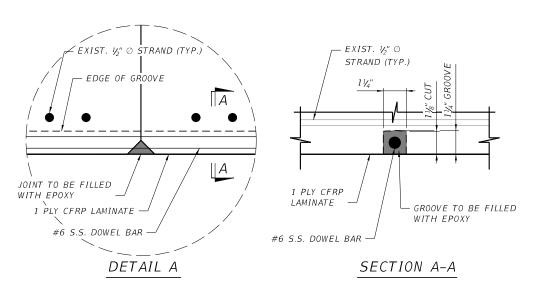


#### NOTES:

- 1. CONTRACTOR TO NOTIFY ENGINEER AFTER THE LOCATION OF GROOVES HAS BEEN STRING LINED FOR APPROVAL BY THE ENGINEER.
- 2. NO CUTTING IS ALLOWED UNTIL CONCRETE COVER TO EXISTING STRANDS HAS BEEN FIELD VERIFIED BY THE ENGINEER.
- 3. THE 11/8" DEEP CUT AS SHOWN ON THIS SHEET MAY BE ADJUSTED BY THE ENGINEER BASED ON FIELD COVER MEASUREMENTS.

#### PROCEDURE:

- 1. SAWCUT (10) TRANSVERSE 1½"x1½" GROOVES BY WAY OF 2 ADJACENT SAWCUTS AND CHIP OUT INTERSTITIAL CONCRETE BETWEEN SAWCUTS TO ACHIEVE A FINAL 1½" DEPTH. CIRCULAR SAW TO BE MOUNTED ON STEEL TRACKS ALONG THE GROOVE PATH.
- 2. CLEAN GROOVES THOROUGHLY OF DIRT AND DUST WITH HIGH PRESSURE AIR COMPRESSOR.
- 3. PLACE #6 STAINLESS STEEL DOWEL BARS CENTERED WITHIN THE GROOVES. USE STAINLESS STEEL SELF DRILLING SCREWS TO SECURE THE BARS.
- 4. DOWEL BARS SHALL NOT BUTT UP AGAINST STRANDS. IN CASES WHERE DOWEL BARS MUST BUTT UP AGAINST STRANDS, SEPERATE DOWEL BARS FROM STRANDS WITH DIELECTRIC TAPE.
- 5. INSERT EPOXY TO FILL ALL EMPTY SPACE WITHIN THE GROOVES, ALL AROUND THE STAINLESS STEEL DOWELS.
- 6. FILL LONGITUDINAL JOINTS BETWEEN SLAB UNITS WITH EPOXY TO THE LIMITS SHOWN IN THESE PLANS.
- CLEAN AND PATCH ALL EXPOSED SPALLS AND DELAMINATIONS, SEE DETAILS ON SHEET NO. 10.
- 8. PREPARE CONCRETE SURFACE TO RECEIVE CFRP LAMINATES PER TSP T100.
- 9. APPLY CFRP LAMINATES PER TSP T100.
- 10. APPLY UV PROTECTIVE COATING.



LEGEND:

FIBER DIRECTION:

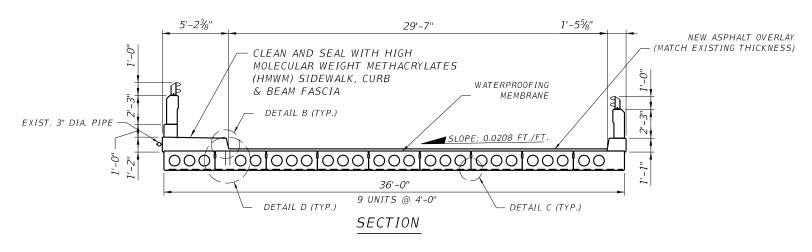


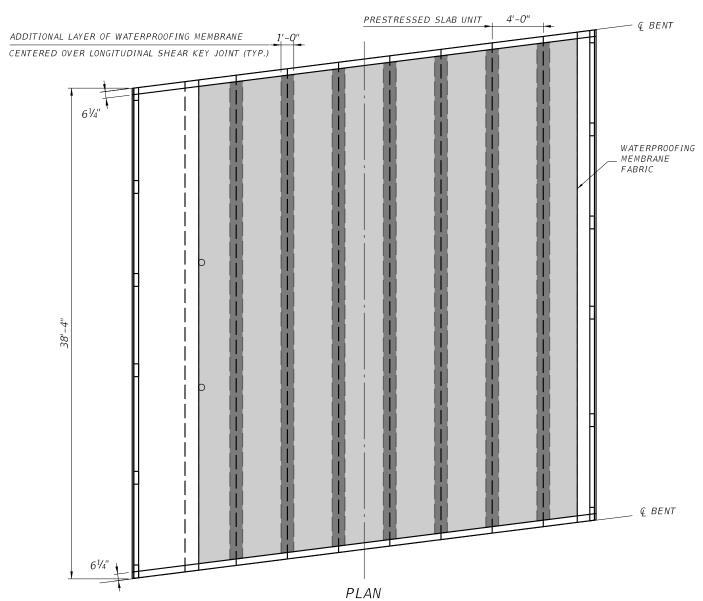
BRIDGE NO. 864004

REVISIONS								
DATE	NO.	REMARKS	BY	DATE				



BRIDGE	REPAIRS	RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	UNDERDECK STRENGTHENING PROCEDURE	7





#### NOTES:

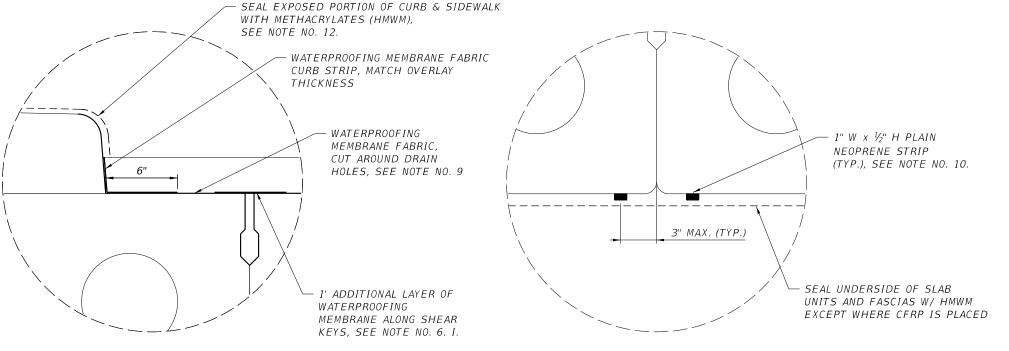
- MILL EXISTING ASPHALT OVERLAY TO TOP OF DECK. DO NOT DAMAGE THE TOPS OF THE PRECAST PRESTRESSED CONCRETE SLAB UNITS.
- 2. REPAIR ALL DELAMINATIONS AND SPALLS ON THE TOPS OF THE PRECAST PRESTRESSED CONCRETE SLAB UNITS, AS PER DETAILS ON SHEET NO. 10.
- 3. APPLY WATERPROOFING MEMBRANE FABRIC AS PER FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2000) SECTION 518 "PAVEMENT WATERPROOFING FABRIC" AND IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION.
- 4. WATERPROOFING FABRIC SHALL BE PLACED IN A SHINGLE PATTERN STARTING FROM THE LOW POINT AND HAVE A MINIMUM OF 3 INCHES SIDE LAPS AND A MINIMUM OF 6 INCHES END LAPS. IN ADDITION, A 1 FOOT ADDITIONAL LAYER OF WATERPROOFING MEMBRANE SHALL BE PROVIDED CENTERED ALONG LONGITUDINAL SHEAR KEYS BETWEEN SLAB UNITS.
- 5. AT CURBS, AN ADDITIONAL WATERPROOFING STRIP SHALL BE PROVIDED EXTENDING 6 INCHES ONTO THE HORIZONTAL AND MATCH THE ASPHALT OVERLAY THICKNESS ON THE VERTICAL FACE, SEE DETAIL B. THE THICKNESS OF ASPHALT OVERLAY IS TO BE DETERMINED UPON REMOVAL OF THE EXISTING ASPHALT.
- 6. ROLL MEMBRANE FIRMLY TO ELIMINATE WRINKLES AND AIR POCKETS.
- 7. WATERPROOFING FABRIC SHALL TERMINATE AT BENT EXPANSION JOINTS 6" FROM THE EDGES OF THE DECK TO ACCOMODATE THE EXPANSION JOINT NOSING.
- WATERPROOFING TERMINATIONS SHALL BE SEALED WITH POINTING MASTIC SEALANT INCLUDING AROUND BRIDGE DRAINS.
- 9. PLACE PLAIN NEOPRENE STRIPS GLUED WITH EPOXY ALONG EXTERIOR LONGITUDINAL EDGES OF EXTERIOR SLAB UNITS, OMITTING LOCATIONS WHERE CFRP LAMINATES ARE PROVIDED. SEE DETAIL C. THE NEOPRENE STRIPS SHALL BE PLACED PRIOR TO THE APPLICATION OF HMWM.
- APPLY HMWM PER FDOT SPECIFICATION SECTION 413 AT LOCATIONS SHOWN AND DESCRIBED IN THESE PLANS.
   OMIT APPLICATION OF SAND DURING HMWM APPLICATION.
- 11. SEE SHEET NO. 9 FOR DETAILS.

BRIDGE NO. 864004

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DATE	DATE NO. REMARKS		BY	DATE			
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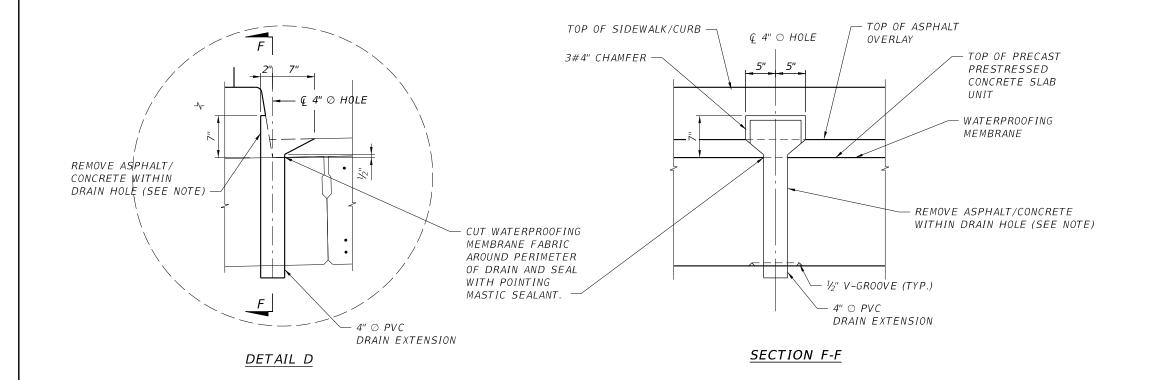


BRIDGE	REPAIRS	RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	DECK WATERPROOFING PROCEDURE (1 OF 2)	8



# NOTES:

1. WORK THIS SHEET WITH SHEET NO. 8.



# BRIDGE NO. 864004

REVISIONS						
DATE	NO.	REMARKS	BY	DATE		

DETAIL B

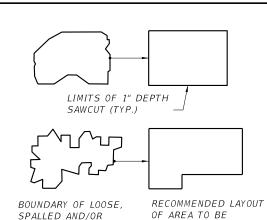
BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069



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DETAIL C

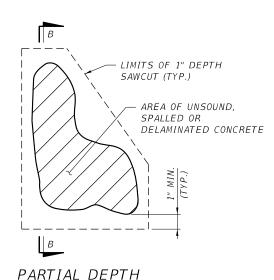
BRIDGE	REPAIRS	RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	DECK WATERPROOFING PROCEDURE (2 OF 2)	9



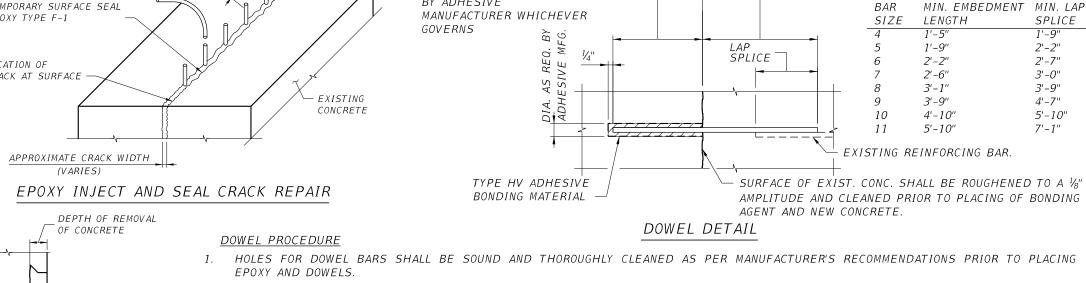
# TYPICAL SPALL/DELAMINATION REPAIR CONFIGURATIONS

DELAMINATED CONCRETE REPAIRED

RFPAIR PLAN



# INJECTION HOSE INJECTION PORT EPOXY TYPE E FOR INJECTION TEMPORARY SURFACE SEAL EPOXY TYPE F-1 LOCATION OF CRACK AT SURFACE **EXISTING** CONCRETE APPROXIMATE CRACK WIDTH (VARIES)



MINIMUM EMBEDMENT:

BY ADHESIVE

PER PLANS OR AS REQUIRED

HOLES FOR DOWEL BARS SHALL BE SOUND AND THOROUGHLY CLEANED AS PER MANUFACTURER'S RECOMMENDATIONS PRIOR TO PLACING

EXISTING STRUCTURE

- HOLES SHALL HAVE A MINIMUM OF 3" CLEARANCE FROM THE EDGE OF THE CONCRETE.
- LENGTH OF DOWEL EMBEDMENT SHALL BE SET IN A STRUCTURAL ADHESIVE BONDING COMPOUND DESIGNATED AS TYPE HV. SEE FDOT APPROVED PRODUCTS LIST (APL) AND FDOT STANDARD SPECIFICATIONS SECTIONS 416 AND 937 FOR DETAILS.
- WHERE REINFORCING STEEL IS ENCOUNTERED, SHIFT THE HOLE TO CLEAR AND FILL THE UNUSED DRILLED HOLE WITH EPOXY.
- THE SUGGESTED MINIMUM REQUIRED EMBEDMENT LENGTH FOR DOWEL BARS EXTENDING INTO THE PROPOSED REPAIR IS SHOWN. THIS EMBEDMENT LENGTH MAY VARY AT LOCATIONS REQUIRING LAPPING TO PROPOSED REINFORCING, ETC. AS DETAILED IN THESE PLANS.

#### SPALL/DELAMINATION REPAIR PROCEDURE

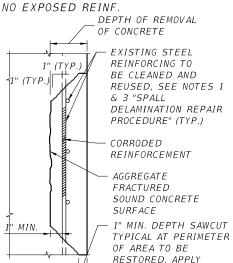
- CONTRACTOR SHALL USE EXTREME CAUTION NOT TO DAMAGE EXISTING REINFORCING STEEL. REINFORCING STEEL SHALL BE MEDIA BLASTED TO A SSPC SP10 CONDITION. IF ANY REINFORCING STEEL IS DAMAGED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR ADDITIONAL INSTRUCTIONS ON THE APPLICABLE REPAIR. ANY REINFORCING STEEL THAT IS DAMAGED BY THE CONTRACTOR IS TO BE REPAIRED AT NO COST TO THE COUNTY.
- PROVIDE AN AGGREGATE-FRACTURED SOUND CONCRETE SURFACE WITH AN APPROXIMATE SURFACE PROFILE AMPLITUDE OF  $rak{1}{2}$ " BY USE OF SCRABBLER OR OTHER APPROPRIATE MEANS AS NECESSARY.
- IF THE EXISTING REINFORCEMENT HAS LOST MORE THAN 20% OF ITS CROSS SECTION, A NEW BAR OF EQUAL SIZE (DIAMETER) SHALL BE DRILLED AND EPOXIED WITH AN EMBEDDED LENGTH AND/OR LAP SPLICE AS INDICATED IN THESE PLANS. IN NO CASE SHALL ANY REBAR BE PLACED WITH A COVER LESS THAN EXISTING COVER.
- PLACE FORM WORK. FORM WORK MAY BE SUPPORTED BY STAINLESS STEEL INSERTS WHERE REQUIRED. STAINLESS STEEL INSERTS WILL BE LOCATED IN SOUND CONCRETE AND MAY REMAIN IN PLACE. STAINLESS STEEL INSERTS LEFT IN PLACE SHALL BE RECESSED AT LEAST 1" AND PATCHED.
- THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS SECTION 930. PLACE THE LATEX MODIFIED PORTLAND CEMENT MORTAR/CONCRETE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

#### GENERAL CRACK REPAIR PROCEDURE:

- ALL CRACKS CALLED OUT TO BE REPAIRED IN THESE PLANS ARE NON STRUCTURAL AND SHALL BE REPAIRED IN ACCORDANCE WITH SECTIONS 400-21, 411 AND 413 OF FDOT SPECIFICATIONS.
- SOUND TEST AROUND THE CRACKS PRIOR TO INJECTING TO ASSURE THAT IT IS NOT DELAMINATED. IF CONCRETE AROUND THE CRACK IS DELAMINATED. REPAIR AS A DELAMINATION PRIOR TO REPAIRING CRACK.
- EPOXY INJECTION CONCRETE WITH CRACKS WIDTH EQUAL OR GREATER THAN 3/6".
- USE TYPE F-1 COMPOUND EPOXY FOR SEALING CRACK SURFACES IN PREPARATION FOR INJECTION. REFER TO SECTION 411 OF STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION. GRIND OFF THE EXCESS EPOXY AND PORTS TO THE EXISTING PROFILE AFTER EPOXY INJECTION BRIDGE NO. 864004 IS COMPLETED AND EPOXY HAS SET.

# FILL CAVITY WITH STRUCTURAL *ASHESIVE* AGGREGATE FRACTURED SOUND CONCRETE SURFACE 1" MIN. DEPTH SAWCUT TYPICAL AT PERIMETER 1" (TYP OF AREA TO BE RESTORED. 1" (TYP.)

# SECTION B-B



COAT ALL AROUND JUST SECTION B-B COAL ALL ANDUND

REVISIONS REMARKS DATE NO. BY DATE

SPALL/DELAMINATION REPAIR DETAILS

BROWARD COUNTY HIGHWAY AND BRIDGE MAINTENANCE DIVISION 1600 BLOUNT ROAD POMPANO BEACH, FL 33069

APPROVED BONDING



BRIDGE REPAIRS		REPAIRS	RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
	ROAD	HBMD PROJ. NO.		
	RIVERSIDE DR	2023-1-125	CONSTRUCTION DETAILS I	10

PROPOSED REPAIR

Agenda Page 77

*SPLICE* 

1'-9"

2'-2"

2'-7"

3'-0"

3'-9"

4'-7"

7'-1"

5'-10"

SUGGESTED UNLESS NOTED OTHERWISE.



REPAIR SPALLS AND DELIMINATIONS IN THE UNDERSIDE OF THE SLAB UNIT. SEE SPALL/DELAMINATION REPAIT PROCEDURE ON SHEET NO 9 -

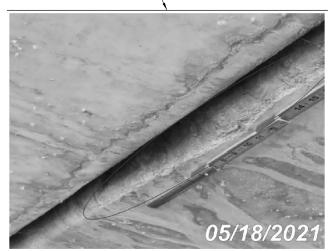


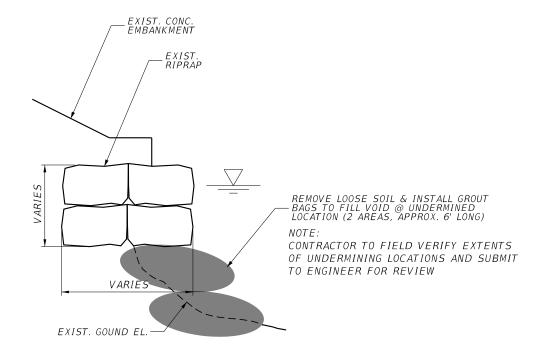
Photo 8099-S02 (Unit 0: PS Conc Slab (Sonovoid))

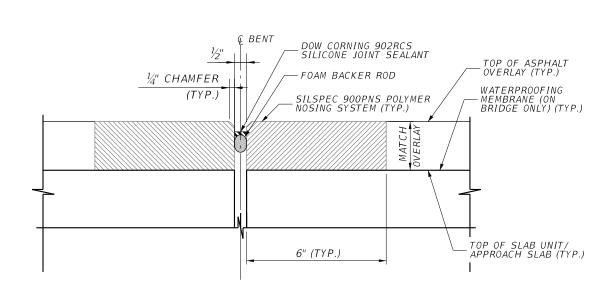
Agenda Page 78 REPAIR UNDERMINING IN THE UNDERSIDE OF SLOPE PROTECTION. SEE END EMBANKMENT DETAIL 05/17/2021 Photo 8290-U01 (Unit 0: Channel)

SLAB UNIT 1-5, NORTH EDGE, 10 FT FROM END BENT 1

SLAB UNIT 1-5, SOUTH EDGE, 4 FT FROM END BENT 1

UNDERMINING AT EAST SLOPE PROTECTION (2 SPOTS)





EXPANSION JOINT DETAIL

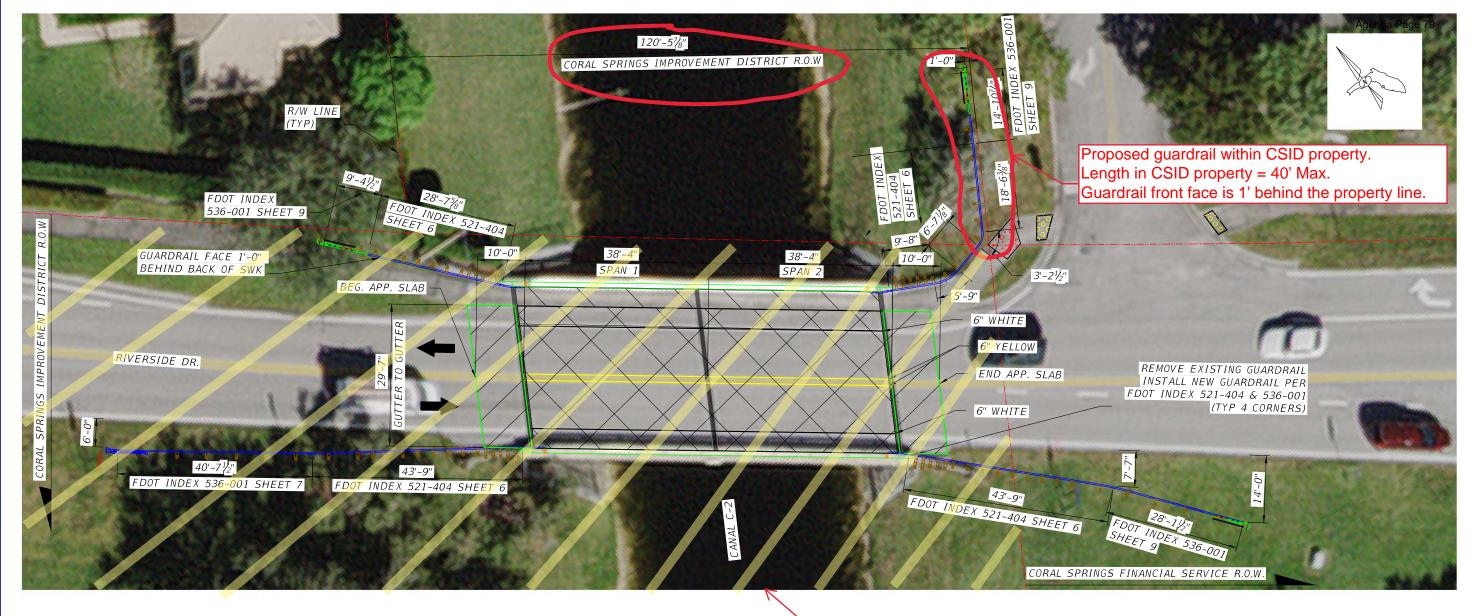
# BRIDGE NO. 864004

	REVISIONS							
DATE NO. REMARKS		REMARKS	BY	DATE				

END EMBANKMENT DETAIL



BRIDGE REPAIRS		RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	CONSTRUCTION DETAILS II	11



PLAN

LEGEND:

MILLING 1" AND RESURFACING WITH ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG76-22.

MILLING TO TOP OF CONCRETE DECK, WATERPROOFING MEMBRANE INSTALLATION & RESURFACING (DEPTH TO MATCH EXISTING)

POWERWASHING & APPLICATION OF HIGH MOLECULAR WEIGHT METHACRYLATES

REMOVE EXISTING EXPANSION JOINT INCLUDING POLYMER NOSING, SAWCUT FULL DEPTH NEW ASPHALT OVERLAY TO ACCOMODATE NEW EXPANSION JOINT NOSING AND INSTALL NEW EXPANSION JOINT IN ROADWAY, SIDEWALKS AND CURBS INCLUDING POLYMER NOSING.

. A.

REPLACE SIDEWALK

000

INSTALL DETECTABLE WARNING

Does the hatched area belong to CSID?

BRIDGE NO. 864004

REVISIONS				
NO.	REMARKS	BY	DATE	
	NO.		REVISIONS  NO. REMARKS BY	



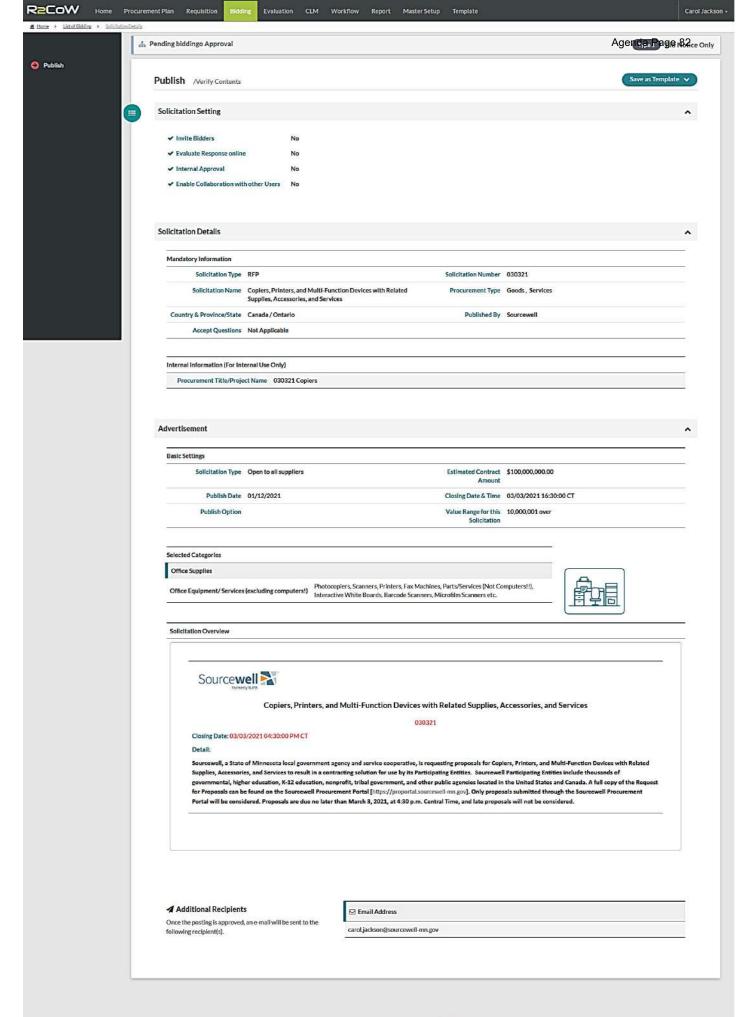
BRIDGE REPAIRS		RIVERSIDE DR BRIDGE OVER C-2 CANAL	SHEET NO.
ROAD	HBMD PROJ. NO.		
RIVERSIDE DR	2023-1-125	ROADWAY PLAN	12

# **Eighth Order of Business**

# **Copier Contract**

XEROX CORPORATION - We have one Xerox machine that does not have a maintenance plan due to prolonged years of service. We have two more machines that will be out of maintenance soon or have their contracts cancelled within the next year or two. Lead entity — Sourcewell — Issued a Request for Proposals # 030321 for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services. Bids were opened on March 3, 2021. Fifteen (15) bids were received. The Council of Sourcewell approved the recommendation from the Evaluation Committee to enter into four-year agreement with Xerox Corporation.

We are presenting the board with a new opportunity to piggyback on the current agreement from Sourcewell with the initial term of 4 years beginning July 2, 2021 – April 19, 2025. TUI Total Solutions has prepared a cost estimate for a 60-month lease utilizing the pricing structure in this contract. This contract may be renewed for (1) 24-month period provided Xerox Corporation also agrees in writing to said extension. We are also asking the board to continue piggybacking any contract renewals until April 20, 2026 for any other additional copiers that may be needed.



# **Carol Jackson**

**From:** legals@deseretnews.com

Sent: Wednesday, January 13, 2021 10:21 AM

**To:** Carol Jackson

**Subject:** Thank you for placing your order with us.

Attachments: DN00101840.pdf

Follow Up Flag: Follow up Flag Status: Flagged

# **THANK YOU for your ad submission!**

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

# **Job Details**

Order Number:
DN0010184
Classification:
Other Notices
Package:
Legals

Order Cost: \$40.56

## **Account Details**

Sourcewell Company

PO Box 219

Staples, MN 56479-0219

218-894-5483

carol.jackson@sourcewell-mn.gov

Sourcewell

# Schedule for ad number DN00101840

Fri Jan 15, 2021

**Deseret News Legals** 

All Zones

### REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

DN0010184

#### AFFIDAVIT OF PUBLICATION





11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579 (503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH -- ss.

I, Nick Bjork, being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services Sourcewell; Bid Location Staples, MN, Todd County; Due 03/03/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/13/2021

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE 13th DAY OF January, 2021

> > Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP MICHELLE ANNE ROPP NOTARY PUBLIC - OREGON COMMISSION NO. 981091 MY COMMISSION EXPIRES NOVEMBER 05, 2022

Order No.:

11951222

Client Reference No:

Carol Jackson Sourcewell 202 12th St NE Staples, MN 56479-2438

SOURCEWELL COPIERS, PRINTERS, AND MULTI-FUNCTION DEVICES WITH RELATED SUPPLIES, ACCESSORIES,

AND SERVICES Proposals Due 4:30 pm, March 3, 2021 REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered Proposals are due no later considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. Published Jan. 13, 2021. 11951222

### **Notice**

**Basic Information** 

Estimated Contract Value (CAD) \$100,000,000.00 (Not shown to suppliers)

Reference Number 0000190313 Issuing Organization Sourcewell

Owner Organization

Solicitation Type RFP - Request for Proposal (Formal)

Solicitation Number 030321

Title Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories

**Source ID** PP.CO.USA.868485.C88455

**Details** 

**Location** All of Canada, All of Canada

Purchase Type

Term: 2021/05/03 01:00:00 AM EDT - 2025/05/02 01:00:00 AM EDT

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies

located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal

[https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will

not be considered.

**Dates** 

 Publication
 2021/01/12 08:05:03 AM EST

 Question Acceptance Deadline
 2021/02/24 05:30:00 PM EST

Questions are submitted online No

Bid Intent Not Available

Closing Date 2021/03/03 05:30:00 PM EST

**Prebid Conference** 2021/02/10 11:00:00 AM EST

Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

**Pre-Bidding Events** 

Event Type Prebid Conference
Attendance Recommended

**Event date** 2021/02/10 11:00:00 AM EST

**Location** Online Conference

Event Note Login information will be emailed two business days prior to event.

**Bid Submission Process** 

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document

**Bid Documents List** 

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

2021/01/12 08:05:13 AM EST Page 1 of 2

# Categories Selected Categories

GSIN Category (1)	
G	Goods Goods
N36	Special Industry Machinery Special Industry Machinery
N3610BED	PHOTOCOPYING MACHINES, LASER-INTELLIGENT COPIER PHOTOCOPYING MACHINES, LASER-INTELLIGENT COPIER
MERX Category (1)	
G	Goods Goods
G23	Office Equipment Office Equipment
UNSPSC Category (1)	
44000000	Office Equipment and Accessories and Supplies
44100000	Office machines and their supplies and accessories
44101700	Printer and photocopier and facsimile accessories

2021/01/12 08:05:13 AM EST Page 2 of 2



NYS' official source of contracting opportunities Bringing business and government together

# **Contracting Opportunity**

\* \* \* This ad has not been published. It has been reviewed and pending publication. \* \* \*

Title: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories,

and Services

Agency: Sourcewell

**Division:** Procurement Department

Contract Number: 030321

**Contract Term**: 4 years, with potential 1 year extension

Date of Issue: 01/12/2021

Due Date/Time: 03/03/2021 4:30 PM

Central Time

County(ies): All NYS counties

Classification: Office & Residential Furniture, Supplies & Equipment - Commodities

Opportunity Type: General

**Entered By:** Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative,

is requesting proposals for Copiers, Printers, and Multi-Function Devices with

Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than

March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

# **Contact Information**

Primary contact: Sourcewell

**Procurement Department** 

**Greg Grunig** 

**Procurement Lead Analyst** 

202 12th Street NE

P.O. Box 219

Staples, MN 56479 United States Ph: 218-895-4189

greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell

**Procurement Department** 

**Greg Grunig** 

**Procurement Lead Analyst** 

202 12th Street NE

P.O. Box 219

Staples, MN 56479 United States Ph: 218-895-4189

greg.grunig@sourcewell-mn.gov

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Home New Bid Closed Bids My Stuff Tools Bid RFP #030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services [Switch to Vendor View] Sourcewell 3 Bid Type RFP Bid Number 030321 **Access Reports** View reports on who has been notified of the bid or accessed it. Title Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services [Notification report] [Access report] Start Date Jan 12, 2021 6:43:59 AM CST Questions 0 Questions End Date Mar 3, 2021 4:30:00 PM CST 0 Unanswered [View/Ask Questions] Agency Sourcewell **Edit Bid** Bid Contact Chris Robinson [Create Addendum] (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219 Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. Pre-Bid Conference Date Feb 10, 2021 10:00:00 AM CST Location Online Conference Notes Login information will be emailed two business days prior to event. Documents No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2021 € | The Public Group, LLC. All rights reserved.





**Opportunity Notice** 

Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

#### **Opportunity Information**

Organization:

Saskatchewan

RFP030321

01/13/2021 03/03/2021

01/12/2021

Saskatchewan

Request for Proposal

NWPTA and CFTA and CETA

Organization Address:

Reference Number:

Solicitation Number:

Solicitation Type:

Posting (MM/dd/yyyy):

Closing (MM/dd/ywy): Last Update (MM/dd/yyyy):

Agreement Type:

Agreement Type.

Region of Opportunity:

Region of Delivery:

Opportunity Type: Commodity Codes: Category: Services

This opportunity is now closed.

View Bid Package

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract as specified in the opportunity notice.

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Cooperative Purchasing v

Services & Programs 🗸

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View Edit Delete Revisions



# Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.



# **View Details**

Bids Homepage Find more bids Create Account Login

Click here to return to the Sourcewell Procurement Portal home page.

Bid Classification:
Bid Type:
Goods
RFP - General

Bid Type: RFP - Genera Bid Number: RFP 030321

Bid Name: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Bid Status: Closed

 Bid Closing Date:
 Wed Mar 3, 2021 4:30:00 PM (CST)

 Question Deadline:
 Wed Feb 24, 2021 4:30:00 PM (CST)

Time-frame for delivery or the duration of the

contract:

Negotiation Type:

Refer to project document Refer to project document

Condition for Participation: Refer to project Flectronic Auctions: Not Applicable

Language for Bid Submissions: English unless specified in the bid document

Submission Type: Online Submissions Only Submission Address: Online Submissions Only

Public Opening: No

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for

Four years, with possible extension as stated in the bid documents

Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in

the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time,

and late proposals will not be considered.

Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free

of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version

of the document and /or to participate in this solicitation.

Categories: Show Categories [+]





# ALABAMA, OHIO STATE SETTLE COLLEGE FOOTBALL CHAMPIONSHIP

FOR COVERAGE OF THE LATE GAME, VISIT USATODAY.COM/SPORTS, AND SEE TOMORROW'S SPORTS SECTION



# COVID lingers over '21 football season



**Dan Wolken** 

At some point late Monday night just outside of Miami, confetti guns were set to go off and a trophy was to be handed to either Alabama or Ohio State and the entire college football industry will collectively exhale.

For 10 straight months, administrators at every school and conference in the Football Bowl Subdivision have worked through innumerable problems and uncertainties to get to the conclusion of a 2020 season that, at various points, nobody was sure would happen. But as soon as this season ends, college football officials will have to turn their sights to a new piece of the COVID-19 puzzle: What is the 2021 season going to

"We know we're still in the middle of trying to work through a pandemic," Oklahoma athletic director Joe Castiglione said. "The football season may be over, but the pandemic isn't."

Beyond the existential challenges college sports will have to navigate in 2021 brought on by the name, image and likeness legislation moving through the NCAA and Congress and liberalized transfer rules for athletes, the next several months for college football will be consumed by more elemental issues including how long it will be necessary to continue strict COVID-19 protocols, the feasibility of spring practice, vaccinating players and whether the fall of 2021 will truly be a return to normal.

"I'm an eternal optimist so we're about to roll out our new season ticket structure and we're preparing to have as normal of a fall as we can," said Boston College athletics director Pat Kraft. "That's the only thing you can do. You hope the vaccine (is widely available) and everything is better. But we know this isn't over."

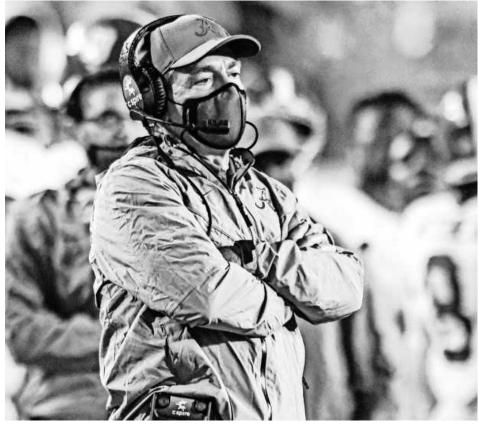
That means as football players whose seasons ended trickle back to campuses in the coming weeks for offseason conditioning, they will return to a similar environment they've been operating in for the last several months: Lots of testing, mask wearing and social distancing, plus quarantining for players who get contact traced to a positive test. The question nobody can really answer is whether that will last well into the spring, continue through the summer or perhaps carry into the fall season.

"We have at least as difficult a six months ahead as what we just experienced," Tulane athletic director Troy Dannen said. "When we talked about playing our bowl game, part of the thought of having two more weeks of practice is that all bets are off right now as far as what spring football looks like. It will be three tests a week and shutting down groups, shutting down teams (for contact tracing). It's going to look like the fall without games."

And as pretty much every college coach has said either publicly or probably privately, nobody wants to go through that again.

# College football could be in limbo

It leaves college football in an odd



Alabama's Nick Saban was one of several coaches who tested positive for the coronavirus this season. BRUCE NEWMAN/USA TODAY SPORTS

state of limbo, where July and August of 2021 seem far enough away that you can envision a large degree of normalcy. At the same time, the January reality is that the spread of the virus is at its worst point of the entire pandemic, administrators are bracing for the heavy lift of getting college basketball to the finish line and the vaccine rollout has been so slow in the initial stages that it would be foolish to project where college students would fall in the pecking order.

'We don't have any specific knowledge at the moment when we would have a vaccine available," Castiglione said. "I remember going back to the summer, people were saying with some certainty that the testing would be widely available and it wasn't. So we're being very diligent and patient and cautious to take any further step until we know for sure."

Even then, the entire vaccine issue is a delicate one for schools, some of which are already in the process of surveying athletes about whether they'd be willing to take it and developing plans on how to present the option.

According to several public opinion surveys, Black Americans and younger people are more skeptical than other groups of the COVID-19 vaccine with a recent Pew survey showing just 42% of Black adults and 55% of 18- to 29-yearolds saying they would definitely or probably take the vaccine if it were available today.

Anecdotally, college coaches and administrators have experience with encouraging athletes to take flu shots every year, often with frustrating results.

"I would say it's 50-50 on the flu shot," Liberty coach Hugh Freeze said. "Some of these kids don't want needles period, and everybody's not going to take it I don't think. What do you do with that as opposed to the ones who took the vaccines? Do we keep paying for tests? There's still a lot of questions."

The general expectation is that college students would not be at the front of the line for the vaccine, though Washington State athletic director Pat Chun is hoping for more clarity this month once President-elect Joe Biden is inaugurated and the new Department of Education leadership weighs in.

But even assuming college football players could start getting those shots in the summer, there will have to be a set of protocols developed for players who choose not to take them. How often will they have to be tested? Would they be subject to contact tracing and quarantines if they were exposed to COVID-19?

In effect, it's impossible to separate the national vaccine administration program - and how many players eventually take it - from the day-to-day operation of football in 2021.

"We'll go through a process when the time is appropriate to educate them on the benefits or the risks in taking the vaccine, but if there's anything we've learned from 2020 is we have to respect people's opinion," Chun said. "My assumption is if they choose not to, they'll  $\,$ have to stay in some type of testing protocol."

# Fear of lost revenue still looms

College football will also have to be prepared for the possibility that certain local restrictions will remain in place for several more months, potentially stretching into the fall. New Mexico State, an FBS independent, decided it could not play this fall but has three basketball games scheduled against Football Championship Subdivision teams for late February and early March. But they are still limited to five people at a time for non-contact practice, which is why the school sent its men's and women's basketball teams to camp in Phoenix for the season.

Losing out on scheduled non-conference games with Florida and UCLA in 2020 cost the New Mexico State athletic department \$2.75 million, which accounts for 85% of the budget deficit the athletic department will face as a result of the pandemic, according to athletic director Mario Moccia. As a result, it's "absolutely critical" to be in a position next fall to play scheduled money games at Alabama and Kentucky.

"We have to play those games," Moccia said. "We can't go two years in a row without those guarantee games. We schedule those as a matter of our fiscal survival."

On a different scale, programs at the Power Five and Group of Five levels are cautiously optimistic about having more fans in the stadium but recognize that there are several variables that could determine how many. After a year of limited attendance, or in many places no fans, administrators will be desperate to return to pre-pandemic ticket revenue levels.

Because there's an expectation that COVID-19 will still be around next fall, administrators are hoping that the FBS conferences - and particularly the Power Five – do a better job this offseason of getting on the same page to deal with protocols. That could be especially relevant as schools prepare to play nonconference games in 2021 between leagues that had different approaches this past season to testing and contact tracing.

# 2021 'isn't going back to normal'

For everyone who played, coached or worked in college football this fall, the notion that Monday night was the finish line for the season but not for COVID-19 is going to be difficult to reckon with.

Part of the reason everyone was willing to sacrifice their social life and constantly get swabs stuck up their noses was the goal of playing football games. The next games are a long way off, but the inconveniences of COVID-19 life aren't going anywhere.

"The players – while they understood and were really good about taking the steps so they could do what they asked to do, which was have a safe path to playing - it's fair to say they had some fatigue with everything," Castiglione said. "My guess is there will continue to be some protocols in place. I think people will still be required to wear masks for the foreseeable future, and if somebody is just tired of it, well, sorry. It's something you're going to have to continue to do and to embrace as we find a way to expand the opportunity to have a season safely."

At some point, college football will be in a position where nobody has to worry about whether a game will contribute to spreading a dangerous virus. But nobody's going to take for granted that the path to get there is suddenly easy just because the 2020 season was complet-

In the days ahead, the focus will turn to what needs to happen to make things work in 2021.

And even though it seems far away, there isn't a lot of time to waste.

"When players come back, all the protocols go back - testing, everything," Kraft said. "Getting to the end of the year isn't going back to normal but hopefully through the summer and into September we're in a place where we were where we open the building and play.

We're in a part of the country where everyone is taking it seriously, but I think we'll get there by kickoff of next year. I hope so. We need it."

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#### **NOTICES BUSINESS** BUSINESS OPPORTUNITIES **PUBLIC NOTICE** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals EARN \$325 TO for Copiers, Printers, and Multi-Function Devices with OUSANDS Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. PER WEEK Pot I Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education,

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nonprofit, tribal government, and other public agencies

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than March 3, 2021, at 4:30pm Central Time, and late proposals will not be considered.



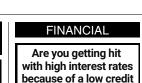


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#### Agenda Page 94

#### **NOTICES**

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Account #	Ad Number	Identification
327043	0004847929	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local go

Attention: Carol Jackson

SOURCEWELL PO BOX 219 STAPLES, MN 56479

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# RFP # 030321 REQUEST FOR PROPOSALS for

# Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Proposal Due Date: March 3, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

# **Solicitation Schedule**

Public Notice of RFP Published: January 12, 2021, 8:00 a.m., Central Time

Pre-proposal Conference: February 10, 2021, 10:00 a.m., Central Time

Question Submission Deadline: February 24, 2021, 4:30 p.m., Central Time

Proposal Due Date: March 3, 2021 4:30 p.m., Central Time

Late responses will not be considered.

Opening: March 3, 2021, 6:30 p.m., Central Time \*\*

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

# I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

# A. **SOURCEWELL**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

# B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal
  organizations, school boards, and publicly-funded academic, health, and social service
  entities referred to as MASH sector (this should be construed to include but not be
  limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as
  well as any corporation or entity owned or controlled by one or more of the preceding
  entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented
  Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan
  Urban Municipalities Association (SUMA), Association of Manitoba Municipalities
  (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador
  (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince
  Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <a href="https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator">https://www.sourcewell-for-vendors/agency-locator</a>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

# II. <u>EQUIPMENT, PRODUCTS, AND SERVICES</u>

## A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

# B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

- 1. Sourcewell is seeking proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services including, but not limited to:
  - a. Copiers, printers, scanners, and multi-function devices for the purpose of print, duplication, reproduction, or imaging of documents or material across a broad range of Rev. 2/2020

    Sourcewell RFP #030321

- output formats, qualities, and sizes, and in a variety of device capacities, functionalities and capabilities, such as mobile, desktop, and production units, and black & white or color format;
- b. Hardware, software, supplies, consumables, and accessories related to the copiers, printers, scanners, and multi-function devices described in subsection 1. a. above;
- c. Managed Print Services (MPS) solutions related to the copiers, printers, scanners, and multi-function devices described in subsection 1. a. above. However, this solicitation should NOT be construed to include "MPS-only" solutions. Proposers may include related print management solutions to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,
- d. Services related to the solutions described in subsections 1.a. c. above, including access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 2. The primary focus of this solicitation is on Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services. This solicitation should NOT be construed to include:
  - a. Production-grade 3D Printers; and,
  - b. The offering of paper products or supplies.
- 3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
  - a. Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation (RFP #020817)
  - b. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218)
  - c. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119)
  - d. Technology Catalog Solutions (RFP #080419)
  - e. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920)
  - f. Office Supply Catalog Solutions (RFP #012320)
  - g. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

# C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- 1. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products</u>. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational</u>. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty</u>. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

# D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

# E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$100 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

## F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

# G. ADDITIONAL CONSIDERATIONS

- Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- 2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
- 3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
- 4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

# A. <u>REQUIREMENTS</u>

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:

- a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
- b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
- The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- 3. Stated in U.S. and Canadian dollars (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

# B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all

requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

- 1. Clearly identify the affected article and section, and
- 2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

# V. RFP PROCESS

# A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

# B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

# C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

# D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at <a href="mailto:support@bidsandtenders.ca">support@bidsandtenders.ca</a>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is

true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

# E. GENERAL PROPOSAL REQUIREMENTS

## Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

# F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

# G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

# **VI. EVALUATION AND AWARD**

# A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

• The number of and geographic location of:

- Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
- A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist
  Participating Entities achieve environmental and social requirements, preferences, and
  goals. Information submitted as part of a proposal should be as specific as possible
  when responding to the RFP. Do not assume Sourcewell's knowledge about a specific
  vendor or product.

# B. <u>AWARD(S)</u>

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50	
Financial Viability and Marketplace Success		
Ability to Sell and Deliver Service	100	
Marketing Plan	50	
Value Added Attributes		
Warranty	50	
Depth and Breadth of Offered Equipment, Products, or Services	200	
Pricing	400	
TOTAL POINTS	1000	

# C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;

- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

# D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer;
   and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

# E. <u>DISPOSITION OF PROPOSALS</u>

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it

considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



1/14/2021

Addendum No. 1

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Is there a list of numbers of pieces of equipment that we are to bid on?

#### Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation. Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 1/14/2021, is required at the time of proposal submittal.



## 1/19/2021

Addendum No. 2

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Is the scope of this RFP, small format cut sheet in nature or does it include wide format technical devices and if so, can you provide any technical guidelines?

## Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 1/19/2021, is required at the time of proposal submittal.



1/24/2021

Addendum No. 3

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

In reference to Specifications, Table 11: Pricing and Delivery, Item 53: If a respondent is providing guaranteed discounts by category, is a Price list by line item still required?

## Answer 1:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

## Question 2:

In reference to Specifications, Table 6: Ability to Sell and Deliver Service: Can Sourcewell define "U.S. Territories"?

#### Answer 2:

It is left to the discretion of each proposer to identify their ability to serve current and potential Sourcewell participating entities located in U.S. Commonwealths, Territories, and Possessions.

## Question 3:

In reference to Specifications, Table 5: Top Five Government or Education Customers, can a manufacturer respondent provide the Top Five Government or Education customers willing to provide a reference?

#### Answer 3:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

## Question 4:

In reference to Specifications, Table 3: Industry Recognition & Marketplace Success, Items 19 and 20: If a Manufacturer is not allowed to disclose the annual sales revenue for contracts without the express permission of the Lead State, GSA or Procurement official managing the contract for that State or Federal agency, can a manufacturer meet this requirement by providing Sourcewell the Procurement official's contact name and phone or email that is publicly available so Sourcewell can obtain this information?

## Answer 4:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

#### Question 5:

In reference to Specifications, Table 3: Industry Recognition & Marketplace Success, Items 17 and 18: If a respondent can provide the total sales for the U.S. for the past three years as a manufacturer since that information is available publicly, but is not able to provide the exact percentage of Government or Education sales, will the respondent be disqualified?

## Answer 5:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

## Question 6:

Should each vendor propose their own leasing terms and conditions or will Sourcewell provide leasing terms and conditions?

## Answer 6:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Additionally, refer to Sourcewell contract template Section 6. B. –

Additional Terms and Conditions/Participating Addendum. "Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. ... Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract."

## Question 7:

Can the total revenue achieved by Sourcewell for the last year be provided for the existing printer and copier contracts?

## Answer 7:

Each RFP is an opportunity independent of any other prior, current or future Sourcewell solicitation. However, the composite sales volume on all awarded contracts resulting from the past Sourcewell solicitation for "Multi-Function Copiers, Printers, and Equipment Applicable to Scanned Data and Management, Image Duplicating, and Related Solutions, Accessories, Supplies, and Services" (RFP 083116), in the most recent twelve month period for which data is presumed to be complete, is approximately USD \$65 Million. Refer also to RFP Section II. E. Estimated Contract Value and Usage - "Sourcewell anticipates considerable activity under the contracts(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed."

## Question 8:

Please confirm that the clause, "Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed" includes those related items covered in the categories referenced in RFP Section III. B. 3.

## Answer 8:

RFP Section III. B. 3. identifies equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that have been excluded from consideration under this RFP. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 1/24/2021, is required at the time of proposal submittal.



## 2/10/2021

Addendum No. 4

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

The RFP says the term of the contract is 4 years, with up to *two* one-year extensions, but Article 1. B. of the template contract states "it may be extended up to *one* additional one-year period upon request of Sourcewell and with written agreement by Vendor." Please clarify.

## Answer 1:

The RFP allows Sourcewell to consider a second, one-year term extension of an awarded contract in an extraordinary circumstance. However, the contract template accurately reflects the language that will be included in the original contract extended to an awarded proposer, which is that it "may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor."

## Question 2:

In reference to template contract Section 6. A.- Orders and Payment, it states "Vendor's acceptable forms of payment are included in Attachment A". Where is Attachment A located?

## Answer 2:

Prior to execution of an awarded contract, the vendor's proposal will be attached to the contract as indicated in Section 2. A. of the contract template, and the proposal is the referenced "Attachment A" in Article 6 of the contract template.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 2/10/2021, is required at the time of proposal submittal.



## 2/12/2021

Addendum No. 5

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Can Sourcewell confirm if Non-Profit Houses of Worship are eligible Participating Entities that can utilize this contract?

#### Answer 1:

Participation in Sourcewell is available to all government entities; public and private K-12 schools, colleges and universities; and nonprofit organizations.

#### Question 2:

Regarding Line Item no. 8, "What are your company's expectations in the event of an award?", can Sourcewell clarify if these expectations are revenue expectations, Sourcewell support expectations, or another type of expectation?

#### Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to provide the information they deem necessary to best reflect their proposal.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 2/12/2021, is required at the time of proposal submittal.



## 2/17/2021

Addendum No. 6

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Could you share the spend on the current Office Equipment (Copiers, Printers, Software & Specialty Products) contract between the US and Canada?

## Answer 1:

Sourcewell does not maintain contracts from a solicitation titled, "Office Equipment (Copiers, Printers, Software & Specialty Products)", at the present time. The approximate reported cumulative spend through all awarded contracts resulting from the past Sourcewell solicitation for "Multi-Function Copiers, Printers, and Equipment Applicable to Scanned Data and Management, Image Duplicating, and Related Solutions, Accessories, Supplies, and Services" (RFP 083116), as allocated between the US and Canada, is:

US: \$265,242,100 Canada: \$ 2,900

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 2/17/2021, is required at the time of proposal submittal.



## 2/18/2021

Addendum No. 7

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Will Sourcewell consider a one-week extension to the current deadline due to the recent weather situation.

## Answer 1:

An extension to the due date is not anticipated at this time.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 2/18/2021, is required at the time of proposal submittal.



2/22/2021

Addendum No. 8

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Can Sourcewell provide any requirements expected or required for contract support website that awarded vendors are to provide?

#### Answer 1:

Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

## Question 2:

Can you provide further clarification to question 14 - is Sourcewell looking for valid business licenses to operate in all States in the US and Provinces in Canada, or just more technical certifications/licenses as it relates to the services our organization provides?

#### Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and provide the narrative content and supporting material that aligns with their business methods and best represents their capabilities.

#### End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 2/22/2021, is required at the time of proposal submittal.



## 2/23/2021

Addendum No. 9

Solicitation Number: RFP 030321

Solicitation Name: Copiers, Printers, and Multi-Function Devices with Related Supplies,

Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

## Question 1:

Regarding Section 21, how would the vendor know if the Participating Entities use federal grants or FEMA funds?

## Answer 1:

Refer to Sourcewell contract template Sections 6. A. and 6. B. Typically, a participating entity will issue an order directly to Vendor.

A proposer may request a modification to the Sourcewell contract template as part of a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Table, which is found as the final Table of Step 1 in the proposal submission process.

## End of Addendum

Acknowledgement of this Addendum to RFP 030321 posted to the Sourcewell Procurement Portal on 2/23/2021, is required at the time of proposal submittal.



## **Proposal Opening Record**

Date of opening: March 3, 2021

Sourcewell posted Request for Proposal #030321, for the procurement of Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, January 12, 2021, and the solicitation remained in an open status within the portal until March 3, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on March 3, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #030321 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

ARC Document Solutions, LLC - Submitted 3/02/21 at 6:58:38 PM

DEX Imaging - Submitted 3/03/21 at 3:16:13 PM

Digitex Canada, Inc. - Submitted 3/03/21 at 1:09:50 PM

Epson America, Inc. - Submitted 3/02/21 at 6:00:37 PM

HP, Inc. - Submitted 3/02/21 at 8:32:56 AM

Konica Minolta Business Solutions U.S.A., Inc. - Submitted 3/03/21 at 9:42:28 AM

Kyocera Document Solutions America, Inc. - Submitted 3/02/21 at 9:22:00 AM

Lexmark International, Inc. - Submitted 3/03/21 at 1:37:20 PM

Performix - Submitted 3/02/21 at 10:53:26 PM

PrinterWorks West, Inc. - Submitted 3/02/21 at 10:22:38 AM

Ricoh USA, Inc. - Submitted 3/03/21 at 2:35:03 PM

RISO, Inc. - Submitted 3/02/21 at 1:03:34 PM

Sharp Electronics Corporation - Submitted 3/03/21 at 11:14:13 AM

Toshiba America Business Solutions, Inc. - Submitted 3/03/21 at 11:40:12 AM

Xerox Corporation - Submitted 3/02/21 at 3:15:58 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on March 3, 2021, at 4:31:31 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

Docusigned by:

Gry Grunig

Greg Grunig, Procurement Lead Analyst

— Docusigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst



# Proposal Evaluation Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services RFP #030321

AZ PURCHASINO	421						Konica Minolta Business	Kyocera Document Solutions	
00.00		ARC Document Solutions	DEX Imaging	Digitex Canada, Inc.	Epson America, Inc.	HP, Inc.	Solutions U.S.A. Inc.	America, Inc.	Lexmark International, Inc.
	Possible Points								
Conformance to RFP									
Requirements	50	39	38	40	42	40	41	41	37
Pricing	400	320	259	333	335	345	324	327	318
Financial Viability and									
Marketplace Successes	75	61	54	62	68	68	67	60	58
Ability to Sell and Deliver									
Service	100	79	74	83	86	88	87	83	70
Marketing Plan	50	44	36	29	39	45	43	41	39
Value Added Attributes	75	62	60	58	67	69	66	65	63
Warranty	50	42	43	41	44	45	44	39	42
Depth and Breadth of									
Offered Equipment,									
Products, or Services	200	170	145	161	168	181	178	167	173
Total Points	1,000	817	709	807	849	881	850	823	800
Rank Order		10	14	11	7	3.5	6	9	12

						Sharp Electronics	Toshiba America Business	
		Performix	PrinterWorks West, Inc.	Ricoh, USA, Inc.	RISO, Inc.	Corporation	Solutions, Inc.	Xerox Corporation
	Possible Points							
Conformance to RFP								
Requirements	50	32	35	43	43	45	44	41
Pricing	400	236	350	348	340	366	343	347
Financial Viability and								
Marketplace Successes	75	46	54	71	65	68	69	68
Ability to Sell and Deliver								
Service	100	53	56	92	86	92	87	87
Marketing Plan	50	28	36	41	44	46	44	46
Value Added Attributes	75	55	57	69	66	71	67	69
Warranty	50	39	40	40	42	46	42	44
Depth and Breadth of								
Offered Equipment,								
Products, or Services	200	96	158	178	153	180	181	179
Total Points	1,000	585	786	882	839	914	877	881
Rank Order		15	13	2	8	1	5	3.5

DocuSigned by:

Gry Grwig

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Greg Grunig, Procurement Lead Analyst

Michael Muñoz, CPPB, Procurement Analyst

Docusigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

Docusigned by:

Lip Hines

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Kip Hines, Procurement Analyst



#### COMMENT AND REVIEW

to the REQUEST FOR PROPOSAL (RFP) #030321 Entitled

## Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

The following advertisement was placed January 12, 2021 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website <a href="https://proportal.sourcewell-mn.gov">www.sourcewell-mn.gov</a>, Sourcewell Procurement Portal <a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>, Sourcewell Procurement Portal <a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>, PublicPurchase.com, January 13, 2021 in Oregon's <a href="https://proportal.sourcewell-mn.gov">proportal.sourcewell-mn.gov</a>, PublicPurchase.com, January 13, 2021 in Oregon's <a href="https://proportal.sourcewell-mn.gov">proportal.sourcewell-mn.gov</a>, PublicPurchase.com, January 13, 2021 in Utah's <a href="https://proportal.sourcewell-mn.gov">proportal.sourcewell-mn.gov</a>, PublicPurchase.com, January 13, 2021 in Utah's <a href="https://proportal.sourcewell-mn.gov">proportal.sourcewell-mn.gov</a>, PublicPurchase.com, January 13, 2021 in Utah's <a href="https://proportal.sourcewell-mn.gov">proportal.sourcewell-mn.gov</a>, and January 15, 2021 in Utah's <a href="https://proportal.sourcewell-mn.gov">proportal.sourcewell-mn.gov</a>, and an arrow of the sourcewell-mn.gov</a>.

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 3, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

004500 0 -1 - 1 - 1 - 1	La conditation of the
804560 Ontario, Limited	Lexmark International, Inc.
ACP CreativIT, LLC	Light of Christ
AEC Computer Division	LN2S CONSULTING, L.L.C.
AGC Education, Inc.	Mvation Worldwide, Inc.
American Filing Solutions	Northern Document Solutions, Inc.
ARC Document Solutions Saanichton	Nova Networks, Inc.
ARC Document Solutions, LLC	NPA Computers, Inc.
Asca Office Solutions, Inc.	One Stop Computer Shop, LLC
B & H Foto & Electronics Corp.	Ostari, Inc.
Canon Canada, Inc.	Pacific Office Automation
Canon Solutions America, Inc.	Patriot Medical Solutions, LLC
Cansel Survey Equipment	Peleman Industries, Inc.
CCP Solutions, LLC	Performix
Century Business Products, Inc.	PrinterWorks West, Inc.

#### Sourcewell

Chevin Fleet Solutions, LLC	RCM Data Corporation
Coast to Coast Computer Products	Ricoh Canada
Datamax	Ricoh USA, Inc.
Dell	RISO, Inc.
DEX Imaging	RUSD SOLUTIONS
Digitex Canada, Inc.	Sharp Electronics Corporation
Dynamic Interactive Business System, Inc.	Sharp Electronics of Canada, Ltd.
EDX Information Systems, Inc.	SIMPLIFIED OFFICE SYSTEMS
EnCompass Iowa, L.L.C	Simpson & Cross Trading, LLC
Epson America, Inc.	Source Business Solutions, LLC
eRepublic, Inc.	The Office Pal
HBI Office Plus	The Tree House, Inc.
Honeywell	ThinkSpace IT
HP, Inc.	TICH2-JV LLP
Innov8 Digital Solutions, Inc.	Toshiba America Business Solutions, Inc.
Insight Canada, Inc.	Transco / COP
IST2-Integrated Systems Technology &	Visual Edge, Inc.
Telecommunications, Inc.	
Itex, Inc.	Wright Paint, LLC
Konica Minolta Business Solutions U.S.A., Inc.	X-Cel Business Products, LLC
Kyocera Document Solutions America, Inc.	Xerox Canada, Ltd
Kyocera Document Solutions Canada, Ltd.	Xerox Corporation

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on March 3, 2021, at 4:31:31 pm CT. Proposals were received from the following:

ARC Document Solutions, LLC

**DEX Imaging** 

Digitex Canada, Inc.

Epson America, Inc.

HP, Inc.

Konica Minolta Business Solutions U.S.A., Inc.

Kyocera Document Solutions America, Inc.

Lexmark International, Inc.

Performix

PrinterWorks West, Inc.

Ricoh USA, Inc.

RISO, Inc.

**Sharp Electronics Corporation** 

Toshiba America Business Solutions, Inc.

**Xerox Corporation** 

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst

Sourcewell

Michael Muñoz, CPPB, Procurement Analyst Carol Jackson, Procurement Analyst Kip Hines, Procurement Analyst

## The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Epson America, Inc., is presenting printing technologies backed by 60 years of printing experience. They offer a variety of equipment and services provided by 370 dealers across the U.S. and Canada. Epson offers a significant discount to Sourcewell participating entities on all its products.

HP, Inc., is offering a full line of equipment sales and service from over 10,500 dealers and resellers across the U.S. and Canada. Their turn-key solutions are available at a considerable discount along with multiple financing/leasing options offered to Sourcewell participating entities.

Konica Minolta Business Solutions U.S.A., Inc., offers a full range of copiers and printing options along with a number of service options. Those services and sales are backed up by their network of over 425 locations covering Canada and the U.S. A solid discount is offered to Sourcewell participating entities on all products and services.

Ricoh USA, Inc., is offering a complete line of copiers and equipment for printing along with related services. Ricoh products can be serviced at over 300 dealers in the U.S. and 90 dealers in Canada. They are offering significant discounts for Sourcewell participating entities serviced through this contract.

Sharp Electronics Corporation offers Sourcewell participating entities a comprehensive line of copiers and printing equipment and services. Sales and service are available through a dealer network across the U.S. and Canada. They offer notable discounts off MSRP.

Toshiba America Business Solutions, Inc., is offering a full line of copiers, printing equipment and related services. Toshiba covers the U.S. and Canada with their current sales and service network. They are offering solid discounts off MSRP along with financing options for Sourcewell participating entities.

Xerox Corporation covers the U.S. and all Canadian provinces with sales and service of their comprehensive line of copiers and printing equipment and services. They offer significant discounts off list pricing to Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #030321 to:

Epson America, Inc.	#030321-EPS
HP, Inc.	#030321-HPC
Konica Minolta Business Solutions U.S.A., Inc.	#030321-KON
Ricoh USA, Inc.	#030321-RCH
Sharp Electronics Corporation	#030321-SEC
Toshiba America Business Solutions, Inc.	#030321-TOS
Xerox Corporation	#030321-XOX

Sourcewell

The preceding recommendations were approved on April 9, 2021.

Greg Grunig, Procurement Lead Analyst

Docusigned by:

Carol Jackson, Procurement Analyst

Docusigned by:

Lip Hims

3731FCAC031E4CA...

Kip Hines, Procurement Analyst

#### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for RFP #030321 for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

- 1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
- 2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



## SOURCEWELL STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

## RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2020-29

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Sharon Thiel, Ryan Thomas, Linda Arts, and Chris Kircher.

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

2001 1 4 GO 901

ATTEST:

## APPENDIX A

## SOURCEWELL PROCUREMENT DEPARTMENT

**BOARD ITEMS -November 2020** 

Requesting Board permission to Solicit the follow	ing categories:	
Requesting board permission to solicit the follow	mig categories.	
Requesting Board permission to Re-Solicit the fol	lowing catagories:	
Aftermarket Parts & Accessories for Light, Mediu		tad Cumplias & Carvisas
Facility Security Systems, Equipment, and Service		
Multi-Function Copiers, Printers, and Equipment		
Multi-runction copiers, Frinters, and Equipment	Applicable to Scallifed Data Mail	agement and image Dupitation
NEW CONTRACTS		
Doosan Industrial Vehicle	091520-DIV	"Forklifts and Lift Trucks with Related Services"
Hyundai Construction Equipment	091520-HCE	"Forklifts and Lift Trucks with Related Services"
Mitsubishi Caterpillar Forklift America	091520-MCF	"Forklifts and Lift Trucks with Related Services"
Witsubishi Caterphilar Forkint America	031320-10101	"Public Sector and Education Administration Software Solutions with
Phoenix Business, Inc.	090320-PNX	Related Services"
THOCHIX Business, inc.	050520 1 147	"Public Sector and Education Administration Software Solutions with
Dude Solutions	090320-SDI	Related Services"
3445 5014110113	550520 501	"Public Sector and Education Administration Software Solutions with
eSolutionsGroup, Limited	090320-ESL	Related Services"
esolutions droup, Elimited	030320 ESE	"Public Sector and Education Administration Software Solutions with
Hyland Software	090320-HYL	Related Services"
Tryland Software	030320 1112	"Public Sector and Education Administration Software Solutions with
Konica Minolta	090320-KON	Related Services"
Romed Willord	050520 KON	"Public Sector and Education Administration Software Solutions with
PowerSchool Group	090320-POW	Related Services"
Towerseneor Group	0303201011	"Public Sector and Education Administration Software Solutions with
Tyler Technologies	090320-TTI	Related Services"
5th YEAR RENEWALS (CONTRACT EXTENSIONS)	050520 111	Trefated Services
		"Classroom Audio Technology Equipment with Related Accessories,
Lightspeed Technologies	111616-LTI	Services and Supplies"
LilyPad EV	051017-LPE	"Electric Vehicle Supply Equipment and Related Services"
Zeco Systems dba Greenlots	051017-ZSI	"Electric Vehicle Supply Equipment and Related Services"
Landscape Structures	030117-LSI	"Recreation and Playground Equipment, Accessories and Supplies"
PlayPower	030117-LTS	"Recreation and Playground Equipment, Accessories and Supplies"
Spohn Ranch	030117-SRI	"Recreation and Playground Equipment, Accessories and Supplies"
		"Solid Waste and Recycling Collection and Transport Equipment with
ReCollect Systems	041217-RCS	Related Equipment, Supplies and Accessories"
		"Mailing and Postage Equipment with Related Software, Accessories,
Quadient, Inc.	041917-NPI	Services and Supplies"
NEW ezIQC CONTRACTS		our rices and supplies
Company Name	Contract Number	State - Region - Type of Work
The Matthews Group, Inc.	WA-DC-GC01-100120-TMG	General Construction
Centennial Contractors Enterprises	WA-DC-GC02-100120-CCE	General Construction
S-Works Construction Corporation	WA-DC-GC03-100120-SWC	General Construction
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	General Construction
HITT Contracting	WA-DC-GC05-100120-HCI	General Construction
F.H. Paschen	WA-DC-GC06-100120-FHP	General Construction
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	Mechanical HVAC Construction
Adrian L. Merton Inc.	WA-DC-M02-100120-ALM	Mechanical HVAC Construction
Paige Industrial Services, Inc	WA-DC-M03-100120-PAI	Mechanical HVAC Construction
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	Electrical Construction
Paige Industrial Services, Inc	WA-DC-E02-100120-PAI	Electrical Construction
-	No Contract Awarded	Electrical Construction
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	Plumbing Construction
Adrian L. Merton Inc.	WA-DC-P02-100120-ALM	Plumbing Construction
Paige Industrial Services, Inc	WA-DC-P03-100120-PAI	Plumbing Construction
eziQC RENEWALS		
Platinum Roofing, Inc	KS W R01 111319 PLR	
<u> </u>		

Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
BKM Construction LLC	KS-E-GC02-111319-BKM	
MTS Contracting, Inc	KS-E-GC03-111319-MTS	
Platinum Roofing, Inc	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc	KS-E-R02-111319-RCL	
BKM Construction LLC	KS-W-GC01-111319-BKM	
RoofConnect Logistics, Inc	KS-W-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
BKM Construction LLC	MO-KC-GC02-111319-BKM	
MTS Contracting, Inc	MO-KC-GC03-111319-MTS	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
Platinum Roofing, Inc	MO-KC-R01-111319-PLR	
RoofConnect Logistics, Inc	MO-KC-R02-111319-RCL	

## SOURCEWELL STATE OF MINNESOTA



Member Thiel moved the adoption of the following Resolution:

#### RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-12

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka

and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts & Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors

## APPENDIX A

# SOURCEWELL PROCUREMENT DEPARTMENT BOARD ITEMS - May 2021

Roadway Construction Equipment

Requesting Board permission to Solicit the following categories:	
Requesting Board permission to Re-Solicit the following categories:	
Tires and Related Equipment, Supplies, and Services	
Postrooms and Polated Solutions	

NEW CONTRACTS		
Supplier Name	Contract Number	Solicitation Title
		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
Epson America, Inc.	030321-EPS	and Services"
		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
HP, Inc.	030321-HPC	and Services"
Konica Minolta Business Solutions USA,		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
Inc.	030321-KON	and Services"
		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
Ricoh USA, Inc.	030321-RCH	and Services"
		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
Sharp Electronics Corporation	030321-SEC	and Services"
		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
Toshiba America Business Solutions, Inc.	030321-TOS	and Services"
		"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories
Xerox Corporation	030321-XOX	and Services"
Convergint Technologies, LLC	030421-CTL	"Facility Security Systems, Equipment, and Software with Related Services"
Johnson Controls Fire Protection, LP	030421-JHN	"Facility Security Systems, Equipment, and Software with Related Services"
Siemens Industry, Inc.	030421-SIE	"Facility Security Systems, Equipment, and Software with Related Services"
Stanley Convergent Security Solutions,	030421-SCS	"Facility Security Systems, Equipment, and Software with Related Services"
Tyco Integrated Fire and Security dba		
Johnson Controls	030421-TIS	"Facility Security Systems, Equipment, and Software with Related Services"
		"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Ariens Company	031121-ACO	Services"
		"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Bobcat Company	031121-CEC	Services"
, , , , , , , , , , , , , , , , , , ,		"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Cub Cadet	031121-MTD	Services"
		"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Deere & Company	031121-DAC	Services"
zeere a company	001111 57.10	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Generac Power Systems	031121-GNR	Services"
Generae i ower systems	OSTILLI ONN	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Husqvarna Professional Products	031121-HSQ	Services"
Trasquarita i rolessionari roddets	001121 1100	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Hustler Turf Equipment Inc.	031121-THE	Services"
Trastier ruit Equipment me.	OSTILI THE	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Kubota Tractor Corporation	031121-KBA	Services"
Rabota fractor corporation	USITZT-KBA	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Old Dominion Brush Company	031121-ODB	Services"
Old Dollillion Brush Company	031121-ODB	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Scag Power Equipment Inc.	031121-SCG	Services"
Scag Power Equipment Inc.	031121-3CG	
The Toro Company	021121 TTC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"
The Toro Company	031121-TTC	"Grounds Maintenance Equipment, Attachments, and Accessories with Related
Woods Equipment Company	021121 WDF	• • • • • • • • • • • • • • • • • • • •
Woods Equipment Company	031121-WDE	Services"
Morbark, LLC	031721-MBI	"Tree Maintenance Equipment, Attachments and Accessories"
Vermeer Corporation	031721-VRM	"Tree Maintenance Equipment, Attachments and Accessories"

Contract Number	Solicitation Title
	"HVAC Systems, Installation and Service with Related Products and Supplies"
030017-CAIX	"Roadway Maintenance Equipment with Related Accessories, Attachments,
052417-CEC	Materials and Supplies"
032417-010	імисениіз ини зиррнез
•	
Contract Number	State - Region - Type of Work
Contract Humber	State Region Type of Work
Contract Number	
GATAGE G TOOLG REN	
GA-A02-040820-GRP	
+	
GA A10 040020 FEA	
GA-R02-040820-GBP	
GA-C01-040820-DAIX	
GA-C02-040820-GBP	
GA 600 040020 CC2	
GA-C07-040820-EDT	
	+
	+
+	
GA-ST05-040820-HOP	
UA-3103-040020-HUP	
CV-STUC-UNUSSU MAIN	
GA-ST06-040820-WHI	
GA-ST07-040820-JLC	
GA-ST07-040820-JLC GA-ST08-040820-OML	
GA-ST07-040820-JLC	
	Contract Number  030817-CAR  052417-CFC  Contract Number  GA-A01-040820-KBR  GA-A01-040820-GBP  GA-A03-040820-HCI  GA-A05-040820-CRS  GA-A06-040820-DRR  GA-A09-040820-PLA  GA-B02-040820-PLA  GA-B02-040820-CRS  GA-B03-040820-PLA  GA-B03-040820-PLA  GA-B03-040820-PLA  GA-B05-040820-PLA  GA-B05-040820-PLA  GA-B05-040820-PLA  GA-B05-040820-PLA  GA-B05-040820-PLA  GA-C01-040820-PLA  GA-C01-040820-PLA  GA-C01-040820-PLA  GA-C03-040820-PLA  GA-C03-040820-PLA  GA-C03-040820-PLA  GA-C03-040820-PLA  GA-C04-040820-PLA  GA-C05-040820-PLA  GA-C05-040820-PLA  GA-C05-040820-PLA  GA-C07-040820-PLA  GA-C05-040820-PLA  GA-D05-040820-PLA  GA-D05-040820-PLA

Eur T	Tel NEA COOR 044040 FT0	
FHP Tectonics Corp.	FL-NEA-GC02-041019-FTC	
Epic Construction, Inc.	FL-NEA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-NEA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-NEA-GC05-041019-CPP	
Astra Construction Services, LLC	FL-NEA-GC06-041019-ACS	
David Mancini & Sons, Inc.	FL-NEA-GC07-041019-DMS	
Lanzo Construction Co., Florida	FL-NEA-P01-041019-LCC	
Advanced Roofing, Inc.	FL-NEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-NEA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NEA-UG2-041019-SUI	
LEE Construction Group, Inc.	FL-NWA-GC01-041019-LCI	
Astra Construction Services, LLC	FL-NWA-GC02-041019-ACS	
Johnson-Laux Construction, LLC	FL-NWA-GC03-041019-JLC	
OmniCon Corp	FL-NWA-GC04-041019-OMN	
Lanzo Construction Co., Florida	FL-NWA-P01-041019-LCC	
EnviroWaste Services Group, Inc.	FL-NWA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NWA-UG2-041019-SUI	
Advanced Roofing, Inc.	FL-NWA-R01-041019-ADR	
Harbour Construction, Inc.	FL-SEA-GC01-041019-HBC	
Shiff Construction & Development, Inc.	FL-SEA-GC02-041019-SCD	
d2 Construction, Inc.	FL-SEA-GC03-041019-DTC	
Team Contracting, Inc.	FL-SEA-GC04-041019-TCI	
BDI Construction Company	FL-SEA-GC05-041019-BDI	
Danz Contracting, LLC	FL-SEA-GC06-041019-DCL	
LEE Construction Group, Inc.	FL-SEA-GC07-041019-LCI	
FHP Tectonics Corp.	FL-SEA-GC08-041019-FTC	
Metro Express, Inc.	FL-SEA-P01-041019-MEI	
Lanzo Construction Co., Florida	FL-SEA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-SEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-SEA-UG1-041019-EWS	
Metro Express, Inc.	FL-SEA-UG2-041019-MEI	
BDI Construction Company	FL-WCA-GC01-041019-BDI	
LEE Construction Group, Inc.	FL-WCA-GC02-041019-LCI	
Epic Construction, Inc.	FL-WCA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-WCA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-WCA-GC05-041019-CPP	
Caladesi Construction Co.	FL-WCA-GC06-041019-CAL	
Astra Construction Services, LLC	FL-WCA-GC07-041019-ACS	
,		
Shiff Construction & Development, Inc.	FL-WCA-GC08-041019-SCD	
Caladesi Construction Co.	FL-WCA-P01-041019-CAL	
Lanzo Construction Co., Florida	FL-WCA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-WCA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-WCA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-WCA-UG2-041019-SUI	
ezIQC CONTRACT EXTENSIONS		
Company Name	Contract Number	
L	1	



Solicitation Number: RFP #030321

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Xerox Corporation, 201 Merritt 7, Norwalk, CT 06851-1056 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Rev. 10/2020

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Vendor's warranties for Equipment, Products, and Services furnished to Participating Entities will be as stated in Vendor's additional terms or warranty documents provided at the time of the transaction and subject to the limitations therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Unless clearly noted in the order documents, equipment and products must be delivered to the Participating Entity as operational. Unless the equipment or services is preceded by a trial order, the equipment will be deemed accepted on the equipment's installation date, which is the date Vendor determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Participating Entity's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment delivery date.

Any equipment that does not perform to its published specification will be repaired or replaced by Vendor at its expense, provided the equipment is covered by a Vendor warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Vendor's option a unit with similar capabilities, and comparable usage. Equipment can only be returned to Vendor if Vendor has misrepresented the equipment's capabilities, or if the product has failed to perform to its published performance specifications, provided the equipment is covered under a Vendor warranty or maintenance program, and the equipment had been previously replaced by Vendor. Risk of loss to the equipment will pass to the Sourcewell Member agency upon delivery. The Participating Entity is required to insure the equipment. Title will remain with Vendor until the Participating Entity purchases the equipment.

The Vendor offer includes all expenses associated with the equipment's freight, its shipment to and removal from the Participating Entity's delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The Participating Entity will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/downstairs using stair creepers. If any excess rigging is required, Vendor will include the details and associated costs with the individual equipment proposal prior to performing the actual service.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

#### 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
  - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated. Any leased equipment will be returned by the Participating Entity in good working condition, wear and tear accepted. This provision does not apply to nongovernment Participating Entities;
  - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
  - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following written notice and opportunity to cure.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
  - Maintenance and management of this Contract;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

Customer Contact Name, Customer Contact Email Address, and Customer Contact Telephone Number will be included in Vendor reports so long as the Participating Entity registers the Equipment on the Vendor's meter portal for meter submission.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent such defect is proximately caused by the negligent acts or omissions, or willful misconduct of the Vendor in the performance of its obligations under this contract and to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor does not agree to indemnify the Participating Entity due to any negligent or willful act on the part of the Participating Entity, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Vendor officer, employee, or agent.

#### 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

## A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a limited royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor will not indemnify the Sourcewell Participating Entity, its officers, employees, volunteers, and agents for any infringement caused by complying with the Participating Entity's requirement to use, or the Participating Entity's use of, the Vendor-branded/supplied equipment with equipment or software not provided by Vendor.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default. A Participating Entity's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Vendor is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Vendor restores the equipment to operating condition. If payment is suspended the term of such Participating Entity's contract will be extended for a period equal to Participating Entity's payment suspension.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

- 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
- 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
- 3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, any additional costs incurred by Sourcewell as a result of such failure to proceed will be borne by the Vendor.

- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
  - 1. Nonperformance of contractual requirements, or
  - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure of a minimum of 30 days must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any applicable orders issued against the Contract.

#### **18. INSURANCE**

- A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
  - 1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage \$1,000,000 Personal and Advertising Injury \$2,000,000 aggregate for Products-Completed operations \$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy for claims caused by the negligent acts or omissions of Vendor with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. To the extent permitted by law, Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

#### 19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

#### 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

# 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 nonfederal 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 C.F.R. § 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

- C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must 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.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor's products are TAA compliant.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 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.

#### 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Xerox Corporation
Docusigned by:  Jevery Schwartz  COFD2A139D06489	By:
Jeremy Schwartz	Rachael Jones Turner
Title: Chief Procurement Officer 7/2/2021   7:39 AM CDT	Title: Director SLED Cooperative Contracts 7/2/2021   10:29 AM CDT
Date:	Date:
Approved:	
By:  DocuSigned by:  Llad Coautte  7E42B8F817A64CC	
Chad Coauette	
Title: Executive Director/CEO	
7/2/2021   10:38 AM CDT	
Date:	

# RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

#### **Vendor Details**

Company Name: Xerox Corporation

201 Merritt 7

Address:

Norwalk, Conneticut 06851

Contact: Rachael Jones Turner

Email: Rachael.Jones@Xerox.com

Phone: 818-620-5163 HST#: 16-0468020

#### **Submission Details**

Created On: Wednesday January 13, 2021 14:57:00
Submitted On: Tuesday March 02, 2021 15:15:58

Submitted By: Rachael Jones Turner

Email: Rachael.Jones@Xerox.com

Transaction #: a510e450-e795-4168-9c5b-73ffc723c3e2

Submitter's IP Address: 181.174.105.81

#### **Specifications**

#### **Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Xerox Corporation	*
2	Proposer Address:	Company Address Xerox Corporation 201 Merritt 7 Norwalk, CT 06851-1056.	*
3	Proposer website address:	Company Website www.xerox.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name of Contact Rachael Jones Turner Title Director SLED Cooperative Contracts Address 5700 Warland Drive, #220A, Cypress, CA 90630 Phone number 310 258 6222 E-mail address rachael.jones@xerox.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name of Contact Rachael Jones Turner Title Director SLED Cooperative Contracts Address 5700 Warland Drive, #220A, Cypress, CA 90630 Phone number 310 258 6222 E-mail address rachael.jones@xerox.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contacts #1 Name of Contact Rachael Jones Title Director SLED Cooperative Contracts Region United States Address 5700 Warland Drive, #220A, Cypress, CA 90630 Phone number 310 258 6266 E-mail address rachael.jones@xerox.com  Other Contacts #2 Name of Contact Casey Zacek Title Client Manager Region Canada Address 20 York Mills, Suite 500, Toronto, Ontario M2P2C2 Phone number 416 795 0518	

## **Table 2: Company Information and Financial Strength**

Line	Question	Response *
Line Item 7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With annual revenues of over \$9.1 billion we are a leading global provider of digital print technology and related solutions; we operate in a market estimated at approximately \$85 billion.  Our primary offerings span three main areas: Workplace Solutions, Managed Document Services and Graphic Communications.  • Workplace Solutions is made up of two strategic product groups, Entry and Mid-Range, which share common technology, manufacturing and product platforms.  • Managed Document Services includes a continuum of solutions and services that help our customers optimize their print and communications infrastructure, ensure the highest level of security and productivity, and enable their digital business objectives. Our primary offerings are Managed Print Services (MPS), Content Management and Digitization Services.  • Graphic Communications Solutions are designed for customers in the graphic communications, in-plant and production print environments with high-volume printing requirements. These solutions enable full-color, on demand printing of a wide range of applications, including variable data for personalized content and one-to one marketing.  Headquartered in Norwalk, Connecticut, the 27,000+ people of Xerox serve customers in more than 160 countries providing extensive leading-edge document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses, large enterprises, governments, graphic communications providers, and for our partners who serve them.  Xerox is best known for the innovation we brought to the sharing of information.
		Invented just over 75 years ago, xerography dramatically scaled the way organizations could communicate. It solved a major barrier to the way organizations shared information, yielding a range of operational benefits. Xerox has changed greatly in size and scope since the invention of the copier. However, the company's basic principles have remained the same: make work, and life, a little simpler. Since our earliest days, Xerox innovation has been at the core of today's digital world with R&D \$ invested annually and patents to demonstrate continued innovation. We provide services, technology and expertise to help our customers—from small businesses to government institutions and large global enterprises—to focus on their core business and operate more effectively by improving the flow of work and enabling business transformation.  Xerox Today Today, our broad array of document devices enables us to place the right solution for any workplace and for any office, large or small. To help customers boost productivity and lower costs, our industry leading end-to-end document outsourcing services include: helping businesses develop online document archives; analyzing how employees can most efficiently share documents and knowledge in the office;
		operating in-house print shops or mailrooms; and building Web-based processes for personalizing direct mail, invoices, brochures and more.  By applying our expertise in imaging, business process, analytics, automation and user-centric insights, we engineer the flow of work to provide greater productivity, efficiency and personalization. These services help our clients improve the flow of work, providing them more time and resources to allocate to their core operations and enabling them to respond rapidly to changing technologies and to reduce expenses associated with their business processes.
		Solutions for State & Local Government We know your members have high expectations, despite budgetary constraints, workforce challenges and an aging infrastructure. Our government services can help deliver what they demand: fiscal responsibility, timely access to information, responsive service, and clear communication. Not only is Xerox the undisputed leader in the marketplace, our track record of service in the Public Sector is unmatched by any of our competitors. In fact, more than 4,200 local government and 1,200 state entities nationwide have chosen Xerox as their trusted partner. The key to our success is an organization dedicated entirely to the sales and support of our state and public-sector partners called the Public-Sector Center of Excellence. The Public-Sector Center of Excellence is responsible for all aspects of contracting with our public-sector clients in all 50 states. This group is responsible for the successful implementation and resolves stemming from the Sourcewell award.

3	EINClope ID. 3413323D-1 030-4000-D1174-ED4074	
8	What are your company's expectations in the event of an award?	As outlined in detail throughout our response, Xerox expects to Agtitized at Fiage of fifact as a key municipal government contract, where we are investing significant resources to expand and grow our revenue and market share. It is one of the highest growth segments of our Government business overall.  As outlined in our Distribution Model and Marketing Plan in this response, Xerox has traditionally focused our government sales through our Direct Sales model. While this has allowed us to become the largest GSA contractor in our categories and the lead partner for many of the largest State Agencies with more densely populated States, we traditionally have not had the focus and market share within the municipal government market. In large part, Xerox has not had the sales distribution model at national scale in the Small-to-Midsize Business (SMB) market place to the extent that has built in recent years, which continues the trend of municipal governments purchasing from locally-based businesses.  In fact, over the past several years, Xerox has added a new Executive Vice-President and Chief Commercial, SMB and Channels Officer position focused on building our SMB business overall in partner space. In 2020, Xerox added a new position for a US Director for our Government, Healthcare and Education SMB Channels business to focus specifically on building our tools, programs, offerings and support models. Our intent is for Xerox to significantly expand and grow revenue and market share in this SMB Government space through our SMB Channels.  Given Sourcewell's national municipal government presence and contract popularity, breadth of the offerings in this category and partner capable structure of the contract, in the event of award, Xerox will continue to accelerate our growth and participation on the Sourcewell contract. It will be an important contributor to the launch and success of our SMB Government Channels in 2021 and beyond as a key municipal government contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Financial Strength Xerox is a Technology and Intelligent Workplace Services leader with over \$9.1 billion in annual revenue; focused on helping people communicate and work better. We operate in a market estimated at approximately \$85 billion and we apply our expertise in imaging and printing, data analytics, and the development of secure and automated solutions to help our customers improve productivity and increase client satisfaction. Our financial stability is backed by a proven track record of maintaining strong margins through ongoing cost and productivity initiatives. As markets shift, we undertake restructuring to optimize our workforce and facilities to best align our resources with the growth areas of our business, and to maximize profitability and cash flow in businesses that are declining. For generations, Xerox has stood for innovation, quality and an excellent customer experience. We are the company that revolutionized the office, created printing-on-demand, and repeatedly reinvented and transformed to keep pace with the demands of our customers and the market. Today, we honor this heritage by turning investments in innovation into products and services that help our customers be more productive and profitable. With five research and development sites — including world-renowned PARC — and 2,000 scientists and engineers, we are helping define the future of work and enabling printing beyond paper with new technologies that will disrupt the market and change the way we think about workflows and information processes.  Our technical stability is driven by our vision for the future. Our product road maps include frequent releases of new apps, software and firmware upgrades, as well as new products to ensure we remain at the forefront of the industry. We are expanding and modernizing our software offerings — through our own development efforts, as well as partnerships — to cover the entire life cycle of documents and content. Finally, we continue to capitalize on our intellectual property by embedding it
10	What is your US market share for the solutions that you are proposing?	In the US, according to Industry Analyst IDC, Xerox maintains the #1 equipment market share for products overall in this space at 22% share. In respect to core A3 Production products, the share in US is 27%. With respect to overall Managed Print Services market share, Xerox again leads the market with 18% overall share.  Regarding overall State, Local, Education (SLED) market share, while these figures are not officially tracked by industry analyst and more challenging to calculate, Xerox maintains the #1 market share to US Federal Government General Services Administration (GSA) in both Technology and MPS categories. Additionally, Xerox does business within all 50 US States and US Territories.
11	What is your Canadian market share for the solutions that you are proposing?	In Canada, according to Industry Analyst IDC, Xerox maintains the #1 equipment market share for products overall in this space at 35% share. In respect to core A3 Production products, the share in Canada is 43%.  With respect to overall Managed Print Services market share, Xerox again leads the market with 18% overall market share in the Canadian space.

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Bankruptcy Agenda Page 157 Xerox confirms that neither Xerox Limited nor its directly-owned affiliates have ever filed for bankruptcy.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Xerox is the original equipment manufacturer (OEM) for the majority of products and technology that are sold by Xerox. In some instances, Xerox may partner with other manufacturing or technology organization, such as for PC Controllers, finishing equipment or print management software in which Xerox may act as a reseller. As an OEM, Xerox markets and provides services and equipment via a direct sales force, wholly-owned subsidiaries, as well as authorized agents, dealers, distributors, solution integrators and resellers.  Xerox can sell and service technology and managed print services clients directly or through our business partners as agreed to by Xerox at the request of our customers.  In regard to service providers, Xerox has direct service capabilities nationally and US territories as well as through a select group of service provider partners. As an example, a Xerox reseller may sell a Xerox-brand product and the end user may choose the Xerox direct service organization while another customer may choose to have their reseller service if they are an Authorized Service Provider.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	SO 14001 All our major manufacturing sites and some of our administrative offices employ an Environmental Management System (EMS) that conforms to ISO 14001:2015. To 79% of top spend1 suppliers have ISO 14001 certification.  ISO 9001 Standards and guidelines for quality in the manufacturing and service industries from the International Organization for Standardization (ISO). ISO 9001:2015 is the most comprehensive level of the ISO 9001:2000 series and it covers everything from design and development through production and distribution of products and services.  ISO 50001
		<ul> <li>Energy Management Standard. Our major toner manufacturing site in Dundalk, Ireland achieved this certification.</li> <li>Responsible Recyclers (R2) Certification</li> <li>Our North American Site in Monroe, Ohio is certified as the primary site of consolidation and remanufacturing of devices and consumables. We require 3rd party suppliers to meet this standard.</li> <li>Data security:         <ul> <li>Xerox works with compliance testing organizations and security industry leaders such as McAfee and Cisco to wrap their overarching standards and expertise around ours. Xerox achieved top levels of compliance. Certification bodies such as Common Criteria (ISO/ IEC 15408) and FIPS 140-2, measure our performance against international standards. In 2018, Xerox achieved an Authority to Operate (P-ATO) from the U.S. government's FedRAMP Joint Authorization Board.</li> <li>ISO IEC 27001 - ISO/IEC 27001 is an international standard on how to manage information security.</li> </ul> </li> </ul>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Xerox is a multi-national, publicly-traded company (NYSE: XRX) and required by regulations of the SEC to provide consistency in disclosure of any/all material litigation or judgments against Xerox, which can be found at: https://www.news.xerox.com/investors under SEC Disclosures and within our 10-K Annual Reports.

**Table 3: Industry Recognition & Marketplace Success** 

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Xerox has been named to the Wall Street Journal's inaugural ranking of the 100 Most Sustainably Managed Companies in the World, coming in at No. 18 on the list.  "The Journal's ranking is a testament to our ongoing progress and accomplishments in the area of sustainability. This year has been unprecedented on many levels, but we remain steadfast in our commitment to our values and to behaving as a good corporate citizen," said Chief Sustainability Officer Michele Cahn. "Our future is bright as we continue to create long-term shareholder value."	

The Journal looked at the sustainability metrics of more than 5.560 may be traded companies related to business model and innovation, external social and product issues, employee and workplace issues, and the environment.

Transparency was an important factor in the rankings. Earlier this year, Xerox began disclosing its corporate social responsibility (CSR) metrics using the Sustainability Accounting Standards Board and the Task Force on Climate-related Financial Disclosures to ensure stakeholders have full insight into the company's CSR practices and progress.

To learn more about why Xerox is one of the most sustainably managed companies, read the Xerox 2020 CSR Report here.

#### BLI PaceSetter 2020-2021 in Managed Print Services

In the MPS portion of the study, Xerox was recognized for its dedication to helping organizations of any size optimize their print and document infrastructure, while also enabling digital transformation through both its direct salesforce and channel partners. On the BPS front, Xerox stood out thanks to it Intelligent Workplace Services portfolio, plus a range of digital services that leverage its software capabilities in workflow automation, personalization and communication software, content management solutions, and digitization services.

"Managed services are playing an increasingly important role for office equipment manufacturers and their channel partners," said Jamie Bsales, Director of Smart Workplace & Security Analysis at Keypoint Intelligence. "In addition to better addressing customer needs and helping solve their pain points, a broad portfolio of services can convert a 'transactional' customer into a 'relational' one, which opens the door for ongoing sales in all areas a vendor offers."

2020 Fortune's ""World's Most Admired Companies".

Fortune, in collaboration with Korn Ferry, surveyed 3,750 executives, directors and analysts to identify and rank the honorees based on nine attributes related to financial performance and corporate reputation.

"Our inclusion on this list is a testament to the hard work and significant contributions of our employees globally and their commitment to transforming Xerox into a digital-first company," said Xerox Vice Chairman and CEO John Visentin. "I couldn't be more proud of the team that is driving our progress in delivering clients a modern work experience."

Fortune's World's Most Admired Companies survey results are featured online at Fortune.com.

BLI 2020 Document Imaging Software Line of the Year Award For the sixth time, Xerox has won the prestigious Document Imaging Software Line of the Year award from Keypoint Intelligence - Buyers Lab. The award is given to the vendor that offers the most complete software portfolio across the range of document imaging solutions categories that Buyers Lab covers.

"Document imaging vendors have been transitioning their strategies to 'lead with solutions' rather than relying on traditional hardware sales to engage customers, since it is the software that will have the larger impact on productivity and the most noticeable ROI," said Jamie Bsales, Director of Solutions and Security Analysis for Keypoint Intelligence.

#### 2019

2019 Newsweek: DocuShare and Managed Print Services to list of America's Best Business Tools.

Newsweek released its list highlighting the importance of technological tools in a time when businesses of all sizes face disruption all around the world. The nationwide survey names Xerox among the top 10 Document Management Software (DMS) providers, and in an even shorter list of Enterprise Content Management (EMC) providers. Xerox® DocuShare®, with content management platforms for large enterprise and small and medium businesses, was also recognized as a Gen Z favorite with the highest score among the Gen Z users surveyed.

Xerox® Managed Print Services also ranked among the best in its category. Our Managed Print Services model continues to grow with robust Intelligent Workplace Services around security, digitization, cloud, analytics and ConnectKey® technology. We were the winner in the BLI PaceSetter award in the MFP Platform & App Ecosystem arena. Based on research conducted for the North American and Western European markets, the award recognized us as the document imaging OEM which offers the most robust device-embedded software platform and associated ecosystem of apps.

To learn more about the Keypoint Intelligence - Buyers Lab award read the full article.

Xerox Recognized as one of the World's Most Reputable Companies of 2019. We're honored to be recognized by Forbes in this year's list of World's Most Reputable Companies. As a company, we strive to align our reputation with our brand through exemplifying authenticity, ethical behavior and product value in all initiatives.

Xerox has been recognized as one of Barron's Top 100 Most Austral and getting Companies based on how well we manage our environmental and social impact, and corporate governance. We have advanced on the list since Barron's first annual list of the most sustainable companies in 2018.

For the 17th consecutive year, the Human Rights Campaign Foundation (HRCF) has named Xerox to the 2019 Best Places to Work for LGBT Equality. We once again earned a 100 percent ranking on their Corporate Equality Index. The HRCF Index is the national benchmarking tool on corporate policies and practices pertinent to lesbian, gay, bisexual and transgender employees. You can read the full CEI report to learn more about how the HRC Foundation helps to promote workplace equality for LGBTQ workers.

#### 2018

Xerox has been named in the latest Euronext Vigeo index as One of the Top 50 US Tech Companies for Sustainability, Citizenship. The Euronext Vigeo index recognizes companies who do business in Europe for achieving the most advanced environmental, social and governance performances.

In 2018, the Environmental Protection Agency (EPA) recognized Xerox with the Electronics Challenge Champion Award for our industry-leading Green World Alliance (GWA) supplies take-back program, which helps divert used supplies from the landfill. Working with Close the Loop, we collect used toner and consumable supplies, then ensure they're optimally recovered and reused. In addition, for two years running, the EPA has also recognized Xerox as a Gold Tier participant in their Sustainable Materials Management (SMM Electronics Challenge. The highest level of achievement an organization can receive, a Gold Tier award means that nearly 100% of the electronics that we take back go to third-party certified recyclers.

Xerox has been named to Corporate Responsibility Magazine's 19th annual 100 Best Corporate Citizens list for the 10th consecutive year. The list recognizes the standout environmental, social and governance performance of public companies across the United States.

Xerox has been recognized by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices, as one of the 2018 World's Most Ethical Companies.

The World's Most Ethical Companies assessment is based upon the Ethisphere Institute's Ethics Quotient® framework, which offers a quantitative way to assess a company's performance in aspects of corporate governance, risk, sustainability, compliance and ethics.

Xerox wins Monochrome Printer & MFP Line of the Year Award and 13 picks as top printers, copiers and MFPs in their categories—plus the Top MFP App Ecosystem.

Of the 34 BLI (Buyers Lab, Inc.) awards given in the three categories covering MFPs and printers, Xerox won 13—almost 40 percent. In addition, Xerox won the overall BLI 2018 Monochrome Printer & MFP Line of the Year Award—and the Outstanding MFP App Ecosystem for the Xerox App Gallery.

This award extends our record rollout of 29 new ConnectKey®-enabled AltaLink® and VersaLink® printers and MFPs for the workplace, the largest technology introduction in our 110-year history. It's the most BLI awards we've ever won in one season and among the most ever won by a vendor in a single season.

The 2018 Fortune's Most Admired Survey ranked Xerox #3 in the Computers category.

Across the range of attribute rankings, Xerox received its best scores in: Innovation, Social Responsibility, Use of Corporate Assets, Quality of Management and Quality of Products and Services. Fortune surveys 3,900 executives, analysts, directors, and experts to rank 330 companies in 52 categories. The complete Fortune survey can be seen at Fortune World's Most Admired Companies

#### 2017

In connection with the launch of our new products, four of our printer and multifunction printer (MFP) product lines swept the Keypoint Intelligence — Buyers Lab annual Summer Pick Awards for 2017. The Xerox® VersaLink® B400 series, Xerox® VersaLink® C400 series, Xerox® VersaLink® C405 series and Xerox® WorkCentre® 6515 series.

In 2017, Xerox Corporation received Gold Level Recognition Level EcoVadis. Ecovadis is a global company that works with large and medium-sized corporations to assess their environmental and social performance. Ecovadis awarded Xerox Gold Level recognition for our scores during the CSR assessment performed,

		placing Xerox among the top 5% performers evaluated. Agenda Page 160			
		Xerox has been named to the "100 Best Corporate Citizens List" by Corporate Responsibility Magazine, one of North America's leading voices on corporate responsibility, for the ninth consecutive year.			
		For the 15th consecutive year, the Human Rights Campaign Foundation (HRCF) has named Xerox to the 2017 Best Places to Work for LGBT Equality. We once again earned a 100 percent ranking on their Corporate Equality Index. The HRCF index is the national benchmarking tool on corporate policies and practices pertinent to lesbian, gay, bisexual and transgender employees.			
		In a head to head comparison of the largest publicly traded corporations nationwide, Xerox was recognized for outperforming its peers in a number of areas including worker pay and treatment, job creation, community involvement and providing products that improve life and do not harm the environment. Xerox was named one of America's most JUST companies according to a survey conducted by Forbes and JUST Capital, a nonprofit that ranks the largest publicly traded corporations in the U.S.			
		2016			
		Xerox earned BLI's 2016 Software Line of the Year in 2016. BLI cited Xerox's innovative App Studio on its ConnectKey MFD line as the major driver behind the award.			
		Xerox was recognized by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices, as a 2016 World's Most Ethical Company®. 2016 marks the tenth straight year Xerox received this recognition.			
		Xerox has been named to the Dow Jones Sustainability World Index (DJSI World). In the categories of corporate code of conduct, corporate governance and environmental management and reporting, Xerox exceeded the average score of DJSI World Members. Xerox was one of nine companies in the IT and software services sector to make the DJSI industry list and scored higher than most of the other industry members on all DJSI dimensions (economic, environmental and social).			
17	What percentage of your sales are to the governmental sector in the past three years	60% of sales is focused on the government sector in the past three years.			
18	What percentage of your sales are to the education sector in the past three years	Of the 60% of government sales, approximately 40% of sales is focused to the education sector in the past three years.			
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Xerox administers and manages over 1000 contracts across the country serving the public sector, many of which require cooperative purchasing as part of their procurement regulations. Annual sales volume for each of these contracts can be made upon award under an NDA with respect to certain client confidential information if those clients agree to the release of such information.  A sampling of the nationally available cooperative agreements is provided below:  Texas Department of Information.  California Multiple Award Schedule (CMAS).  Midwestern Higher Education Compact (MHEC).  NASPO ValuePoint.  E&I.  PEPPM.  OMNIA Partners.			
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	2018 1 GS-03F-137DA \$83,859,876 2 GS-35F-0662M \$600,152 2019			
		1 GS-03F-137DA \$78,323,770 2 GS-35F-0662M \$303,112			
		2020 1 GS-03F-137DA \$64,596,190 2 GS-35F-0662M \$335,945			

#### **Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
SARASOTA COUNTY GOVERNMENT	Emily Wenstad	941 861 0561	*
COUNTY OF SAN DIEGO	Jack Pelligrino	858-505-6367	*
PRINCE GEORGE'S COUNTY GOVERNMENT	Barbara Manley	301-883-6400	*

**Table 5: Top Five Government or Education Customers** 

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Federated States of Micronesia - FM	Sale or lease of equipment, FSMA, Managed Services	Minimum \$50, No Maximum	\$266M	*
Texas Department of Information Resources	Government	Texas - TX	Managed Print, Imaging and Electronic Content Management Services	\$500 - \$16M	\$75M+	*
City of NY	Government	New York - NY	Managed Print Services / Help Desk	Total of 9000 devices / office / authentication / program management	\$41M	*
County of Los Angeles	Government	California - CA	Providing 14,000 devices technology fleet management, software with on- site support, as required for 1000+ locations for 24 departments throughout So Ca.	7 year contract with a total contract life of \$93.6M	\$46.8M	*
Commonwealth of KY	Government	Kentucky - KY	Managed Print Services	Office equipment installs and production devices. Enterprise Content Management implemented in various agencies.	\$20M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Xerox is primarily structured into two sales organizations:  • Enterprise (Large Enterprise) led by our Corporate Executive Vice-President and President of America's, Mike Feldman, and;  • SMB (Small Mid-Sized Business) led by Joanne Collins-Smee, Executive Vice-President and Chief Commercial, SMB and Channels Officer.  Enterprise is comprised of our Xerox Direct sales force, which is primarily focused on Fortune 1000 companies, Federal Government and large State Agency clients. SMB is comprised of subsidiaries, such as Xerox Business Solutions and all indirect sales organizations such as Velocity Partners, Solution Providers, Resellers, Dealers and Agents.  Cross organizationally, Xerox is structured into Commercial operations and Government, Healthcare & Education (GHE) operations. Within our direct and indirect sales organizations, GHE operations are overseen by the Government, Healthcare & Education Center of Excellence which manages contracts, contracting, operational oversight and compliance.	

24	Dealer	network	or	other	distribution	
	method	ls.				

As referenced in question 23, Xerox references our varying subsAdjanides Paage 162 our 'SMB' markets. They are organized as:

Xerox Business Solutions – A wholly-owned subsidiary of Xerox primarily focused on selling to the SMB markets of the nearly 40 states they are present.

National Partners – This includes major big-box and/or e-commerce reseller partners. Agents Partners – These are independently-owned small business partners located in nearly all 50 states, primarily focused in more rural regions that sell to governments within the regions these agencies are based. Agents utilize Xerox infrastructure, systems and resources for their operations.

Document Technology Partners – These are independently-owned technology resellers that utilize their own systems, tools and resources for servicing their clients. Solution Providers – These are independently-owned technology and services integrators that utilize their own systems, tools and resources for servicing their clients. While all of our sales organizations may utilize Sourcewell, Xerox National, Document Technology and Solution Provider partners are our primary mechanism of growth and new market share in the US using Sourcewell. Sourcewell has been designated as our primary SMB channel contract due to its national reach in the municipal government market, utilization in this space, scope of contract offerings and contract structure.

Historically, Xerox has focused primarily on Direct Sales and National Partners for our Government sales which primarily focused on Federal Government and State Agencies. In 2020, Xerox added a US Director for our Government SMB Channels business with the primarily focus on building our tools, systems, and resources to grow our government sales in the SMB space, which primarily focus on municipal governments. In spite of the pandemic in 2020, we experienced double-digit growth in this space. For 2021 and beyond, we forecast continued growth and market share expansion for Xerox in this space as well as increased participation and utilization of Sourcewell should we be awarded as part of this RFP. Particularly, our key initiatives and new offerings are launched in the coming quarters within our Managed Print Services and related-services offerings for our SMB Channels.

25 Service force.

Our global presence includes approximately 27,000+ direct employeersda@aijieg163 customers in 160 countries around the world.

We are geographically structured to serve our customers globally into two units: the Americas, comprised of the U.S. and Canada along with Mexico, Central and South America; and EMEA, which includes Europe, the Middle East, Africa and India. We have also implemented a common global delivery model that aims to provide a consistent customer experience worldwide. We believe that these changes create a leaner and more effective go-to-market model that will streamline our supply chain and provide our customers with best-in-class services.

MPS Global Service Delivery Approach and Methodology

Xerox has developed its own Global Service Delivery Model methodology based upon industry best practices and has aligned it to the ITIL, COBIT, PMI, Lean Six Sigma and others. This model standardizes the way in which Xerox delivers to our customers across service and geographic boundaries. This methodology drives at consistency, global productivity and overall ease of doing business with Xerox. It includes standard practices and processes, documentation, tools and templates, job roles, competency and training, and an assessment methodology.

Within 7 core practice areas and 42 supporting processes, the GSDM pulls together all supporting documentation, tools and templates, job roles, competencies and training, and an assessment methodology into one consistent guide. The main core of this methodology lies behind seven core practice areas:

- 1. People Management.
- 2. Technology Management.
- 3. Service Operations.
- 4. Governance and Performance.
- 5. Relationship Management.
- Financial Management.
- 7. Innovation and Continuous Service Improvement.

Within these 7 practices are over 40 processes to ensure consistent and controlled delivery. Every account conducts a maturity assessment and develops an improvement plan based on identified gaps. This framework ensures a consistent, reliable and predictable service, so that our customers receive the value they expect.

Xerox Global Service Delivery Model

ITIL-based Delivery Framework and Best Practices.

Consistent Global Service Delivery.

- Ensures quality and reliability.
- Reduces risk.
- · Lowers cost of delivery.
- Enriches customer experience.

Practice Areas and Core Processes

- People, technology and innovation.
  - Service management, reporting.
- Customer experience, business reviews.
- Regulatory and security compliance.

Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

Xerox offers an extensive portfolio of products, software and services. From portable desktop printers and multi-function devices, office workgroup multi-function devices to production printing presses – each products comes with a standard service offering that is tailored to that product and the criticality of its function in the marketplace.

For example, while a desktop printer may come standard with a next-business day service response, a production printing press may offer a two-hour response window. For some customers with more critical applications, as part of our Managed Print Services offerings, Xerox and our partners may staff analyst, technicians and engineers to work directly within the customer's facilities.

Agencies with business-critical applications, such as Law Enforcement Agencies or Public Hospitals, Xerox offers service agreements that can be tailored to the unique demands of that agency with offerings such as 24/7 response, on-demand hot-swaps and CJIS-level background checked employees.

Xerox and our partners understand that the response and service level required is not the same for every end-user or product purchase. Different applications and agency have differing requirements. Xerox and our partners are fully prepared to support our Government, Healthcare and Education customers in manner needed to fulfill their mission of serving their constituency.

Xerox Technology & Process Service Capabilities

Xerox invests in research and development to not only continually evolve and improve the quality of our products but the service and support experience we provide our clients. When it comes to service, we have made substantial investments in new technologies that enhance our ability to respond quickly and effectively. One example of this, Xerox offers diagnostic and monitoring tools both embedded into our devices as well as network applications to proactively monitor, remote triage,

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and dispatch service technicians to the supported devices. Agenda Page 164 One of these offerings is real-time proactive device management which captures a large majority of all issues and is resolved before an end-user impact, which may otherwise require end-user involvement.

Our simple closed-loop service call process has been designed to resolve any problems that may arise, or any issues you may have with regards to your Xerox product, to your satisfaction as quickly and effectively as possible. The steps in the break/fix call process are as follows:

- Step 1: The process begins by placing a call to the Xerox Help Desk. The Customer Service Support Representative (CSSR). The CSSR will then assess your problem and, if possible, make recommendations to immediately resolve your problem remotely.
- Step 2: If remote resolution is not possible, the CSSR will arrange to have a break-fix technician dispatched.
- Step 3: The technician will contact the contact person before arrival and provide an estimated time of arrival (ETA).
- Step 4: Upon arrival at your site, the technician will review the equipment issue with the contact person and provide an estimate of the time required to repair your equipment.
- Step 5: The technician will then repair your equipment. While there, the technician will check the overall operation of your equipment, perform any preventative maintenance required, and run a thorough system check. After completing these activities, the technician will review the repairs made with the contact person to ensure your satisfaction. If follow-up is required, the technician will work with you to establish a convenient follow-up date and time.

#### Xerox Service Technicians

Xerox Technicians have access to additional support resources, including product engineers and field specialists to assist in the resolution of device issues. Xerox can provide on-site device care support to product engineers. The size and scope of each site as well as agency department requirements and applications determine when and where these offerings are required and good return on tax dollars.

#### Remote Diagnostics

Another differentiator of Xerox Service is utilizing our evolution and improvements in Remote Diagnostics capabilities utilizing Xerox proprietary technologies such as Device Direct communication to securely transmit critical service data such as equipment configuration details, firmware versions, fault history, service items approaching replacement intervals, image quality status, and diagnostic information to customer support personnel and technicians. This capability greatly enhances the troubleshooting and repair process resulting in reduced downtime. However, keep in mind that this aspect of Xerox Remote Print Services (XRPS) does not provide proactive service, it simply enhances our remote solve capabilities and makes our traditional break fix service offerings more efficient.

Xerox devices can achieve connectivity within XRPS in two ways: via Device Direct and via a discovery agent. Device Direct establishes a direct connection between each device and the Xerox Communication Servers.

When configured, Device Direct supports both automated meter reading and automatic supplies replenishment. Device Direct can also send advanced device diagnostic information directly to Xerox to enable remote diagnostics capabilities. Because Device Direct is built-into the print devices, it is not operating system dependent and will work with Apple or Unix-only client environments.

We also connect with your devices through XRPS by way of a discovery agents such as Xerox Device Agent (XDA). Once installed, these agents scan your network to auto-discover both Xerox and non-Xerox print devices. The discovery agent establishes communication with each device to collect meter and supply level information. This data, in turn, is then forwarded to the Xerox Communication Servers directly from the discovery agent. The discovery agent includes a graphical user interface allowing the client to locally monitor and maintain their system. This model supports automated meter reading and automatic supplies replenishment for Xerox devices.

Current technical limitations prevent the discovery agent from collecting advanced diagnostic information from each device, so if remote diagnostics functionality is desired, a Device Direct connection will also need to be established.

The best and preferred connectivity solution is the mixed deployment model. This configuration combines Device Direct and discovery agent models within the same client environment to offer an integrated solution which provides the maximum feature set and compatibility benefits for the client.

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Xerox has provided copiers, printers and Managed Print ServiceAgeIntte Patien165 to the Federal and State & Local government since we brought these innovations to market. Realizing the unique requirements of working with the government, Xerox has a dedicated Public Sector practice which tailors our offerings and go-to-market to the unique needs of the Government, Healthcare and Educational institutions we serve. This is not only in our sales organizations, but in our product and service offerings teams (lead by a dedicated Public Sector offering manager.) Our dedicated public sector practice incorporates contracting, pricing, operational and compliance oversight supported by regional Public Sector General Managers. Our General Managers have oversight to all sales channels.  While our Direct sales teams have matured in this space for decades, over the past several years, Xerox has invested in tools, resources and oversight for enablement for our subsidiaries and indirect partners to grow to be equally as successful in the Public Sector / Government, Healthcare and Education marketplaces.  This significantly expands Xerox's reach into less densely populated states agencies and municipal governments, whereas, Xerox otherwise does not otherwise offer direct sales coverage. This broadens our scale and reach to the Public Sector marketplace overall. As a result of this expanded capability, Xerox identified Sourcewell as the contract most complimentary to this strategy and with the greatest breadth and reach in this space in 2019. Whereas, Xerox began enabling partners to sell Xerox products using the Sourcewell contract. As a result, Xerox has grown contract revenue in this space over the last couple years from \$0 to over \$1M+ in 2020.  For 2021 and beyond, we not only plan to focus continuing to grow our technology sales with our partners, but further enabling Xerox Software/Service offerings for sales through our channel partners.  If selected and awarded as a result of this RFP, Sourcewell will have a growing impo	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Xerox is able and willing to provide our Products and Services to Sourcewell participating entities in Canada from coast to coast. Xerox offers complete national coverage across all of Canada and is able to provide products and services in all 13 Provinces and Territories.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that will not be fully serving through the proposed contract. Xerox is intent on providing our products and services across all states in the US and across Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Except where otherwise prohibit by Federal, State or Local procurement statutes, ordinances or policies, Xerox intends to market this contract to all Xerox sales channels and current/potential Xerox customers as appropriate and outlined later in our Sourcewell contract marketing plan.  This includes all 50 US States, US Territories and Canadian provinces.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that would impact Xerox's ability to conduct business in Hawaii, Alaska and the US territories.	*

**Table 7: Marketing Plan** 

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Internal vs. External Marketing Should Xerox have the privilege of being awarded as a result of this RFP, Xerox will evaluate marketing of the Sourcewell contract from three different aspects:  • Xerox demand-generation marketing for our projects and services to government entities.  • Market the Sourcewell award to our sales channels and partners and the offerings/benefits of the contract.  • Marketing through our partners to government entities to create local marketplace demand.  Distinct Objectives Our marketing actions are intended to serve one of two objectives:  • Information & awareness (branding & training).  • Direct call to action & revenue generation (direct consumer action).

Overall Goals

Agenda Page 166 The overall marketing goal for this contract is to grow participant revenue in our municipal

government business. We will achieve this mutual goal by: Marketing this contract on Xerox.com and other places that Xerox markets to

- government entities for both awareness and direct call to action.
- Attracting new clients to the latest Xerox offerings through our corporate marketing initiatives.
- Expand participation of Historically Underutilized Business (HUB) through a national strategy with our Diverse Alliances organization.
- Continue to build our growing SMB channels organization by marketing this contract within our partner marketing initiatives led by our various channel organization.
- Improve the skills and abilities of our SMB sales channels and partners through our e-Learning @ Xerox trainings on selling to Government and Cooperative contract as well as utilization of the Sourcewell contracts (new in 2021).

#### Quick Start Communication Plan

Joint Press Release within first 30 days.

Xerox will work directly with Sourcewell to issue a press release and Social Media postings. Xerox can draft the release and postings based on information from the award and ensure the Sourcewell is given the opportunity to make any edits prior to release. We can disseminate the release based on our media or client lists and specific to our multichannel strategy with Sourcewell contract.

#### Direct e-Mail Communication

Xerox will launch a direct mail campaigns to promote our products and services to customers eligible to procure products and services using the Sourcewell contract.

#### Contract Collaterals

Xerox will support the development of sales collaterals and e-mail campaigns for use by our field sales representatives as well as our SMB channel partners.

#### Trade Show Participation

When trade shows resume post COVID-19, Xerox Public Sector sales teams participate in key Government, state and local conferences nationwide. Xerox understands the value of partnering with Industry, Professional, and Customer Organizations to educate potential clients and demonstrate the value of our products and solutions in the Public Sector marketplace.

#### Web Support

- Xerox.com Government Contracting feature of Sourcewell
- Link to Sourcewell contract information from Xerox.com b.
- Post contract documentation and pricing
- Contract brochures and promotional material.

#### Quick Start Sales and Partner Launch

To ensure the success of the Sourcewell contract, Xerox will employ our proven approach to drive maximum utilization across participating entities and promote the value and benefits of the contract vehicle.

#### Internal Initiatives

Contract Implementation - establish document database, issue contract launch memo, and conduct contract training for pricing and contracting, reporting, billing, and technical support resources supporting the contract.

Sales Management and Field Sales Training - prioritizing dedicated sales resources aligned to Public Sector who cover state agencies, political subdivisions, higher education and K-12 followed by the general sales population that may cover additional eligible entities

We believe when our sales resources and partners have a comprehensive understanding of the power the contract holds, success will inevitably follow. Xerox will initiate an extensive internal marketing effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible members, and access to successful strategies that allowing them to articulate the advantages of recommending the Sourcewell contract wherever possible.

#### Sales Support Tools

- Enable all Xerox Sales Channels to use the Sourcewell contract, including our
- Featured contract within Xerox Partner Portal.
- Contract use reference guide.
- Comprehensive Xerox Sales Training on services offered through live Teams and e-Learning @ Xerox.
- Marketing Support Tools: prepared communications, collaterals, talk-tracks.
- Publish best practices and key wins.
- Monitor and Measure for success.

Sales Specialist Support

In addition to general line sales, Xerox has Product and Services Spacializing public deep industry knowledge and experience in advanced solutions supporting every territory to ensure we deliver innovation and thought leadership in every account. Specialist population training will be held for: Manage Print Services Specialist Production Print Specialist Workflow Automation Specialist Digital Press Specialist 33 Describe your use of technology and Xerox.com digital data (e.g., social media, As one of the most highly ranked websites on the internet and high frequency of visits for purposes such as supplies, technical support, drivers, etc. Xerox will feature the metadata usage) to enhance marketing effectiveness. Sourcewell contract on our Government Contracting landing page. This includes organic search and paid search. Social Media In conjunction with the press release, Xerox can amplify (share the link) to the press release on our social channels - Facebook, Twitter and LinkedIn. We will also continue to publish announcements of 'key wins' and offerings throughout the term of the contract. Social Media / Digital Marketing As Xerox is investing in and growing its SMB Government business, we are featuring ads in places such as Facebook, Instagram, SnapChat, etc. as part of our broader growth efforts in this marketplace. 34 As the service cooperative and continued partner of Xerox, we anticipate Sourcewell will In your view, what is Sourcewell's role continue to educate their member base on the benefits and uses of an awarded contract in promoting contracts arising out of this RFP? How will you integrate a and to work with Xerox to educate their sales teams. We also look for Sourcewell to Sourcewell-awarded contract into your advertise the contract in select national publications, produce marketing collaterals, maintain a website offering of the contract solutions and participate in exhibits in sales process? numerous national and regional trade shows To ensure the success of the Sourcewell contract, Xerox will employ our proven twopronged approach to drive maximum utilization across participating entities and promote the value and benefits of the contract vehicle. Contract Implementation Xerox will establish a contract document database designed to be the go-to-destination for contract information. We will publish a comprehensive Field Announcement which outlines all essential aspects of the Master Agreement including references to all relevant order processing materials and contact information. We also conduct contract training for pricing and contracting, reporting, billing, and technical support resources supporting the contract. Sales Management and Field Sales Training Xerox conducts contract training to our dedicated sales resources aligned to Public Sector covering state agencies, political subdivisions, higher education and K-12 followed by the general sales population that may cover additional eligible entities. We believe when our sales resources have a comprehensive understanding of the power the contract holds, success will inevitably follow. Xerox will initiate an extensive internal training effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible members, and access to successful strategies that allowing them to articulate the advantages of recommending the Sourcewell contract wherever possible. The training is delivered through multiple training methods, including written contract documentation, web-based training and refresher training reinforced throughout the term of the contract. As Xerox's Government, Healthcare and Education Channels business has continued to evolve and grow, so are the Xerox tools for enablement in this space. In late 2020, Xerox began redevelopment efforts within our Xerox Partner Portal as well as development of a National Government, Healthcare and Education Portal. The Xerox Partner Portal is the 'single point of entry' for all Xerox sales partners. This is where partners receive information on Xerox products and services, partner sales activity, pricing, information, announcements, collaterals, etc. Expanded in the Xerox Partner Portal for 2021 will include a dedicated landing page for Xerox Government, Healthcare and Education contracts. Specifically, for Sourcewell, this will include a dedicated link to information about Sourcewell, the Xerox contract award as well as information on how to become an Accredited Partner on the contract, virtual learning/accreditation path as well as training and marketing materials for selling to the government utilizing Sourcewell. Additionally, Xerox will host launch and training with the Partner Managers as well as

feature in best practice sharing and revenue growth opportunity sessions.

Xerox Elite eCommerce Solutions enable the online ordering of equip Avertical Solutions and Solutions enable the online ordering of equip Avertical Solutions and Solutions enable the online ordering of equip Avertical Solutions enable the ordering enable of equip Avertical Solutions enable of equip Avertical Solutions enable enab Are your products or services available through an e-procurement supplies and Xerox Replacement Cartridges for our governmental, educational and ordering process? If so, describe your commercial accounts. e-procurement system and how Offered as a value added service to Xerox clients, we can create a web ordering portal, governmental and educational e-catalog or PunchOut site specifically for Sourcewell and will help you through the planning, procurement and deployment process online through 24 / 7 site availability, customers have used it. purchasing level approval workflow and online viewing of contract terms and conditions. Links to additional information such as contact information for your Xerox account team can also be added to your custom B2B storefront (extranet). With our eCommerce solutions, you can easily: Procure Xerox equipment, supplies, and services at your contracted prices. Select custom-built products or choose from commonly-ordered / standard configurations. Lower procurement costs through automation and reduction in order cycle time. Control spend and ensure contract adherence. Maintain order accuracy. Establish a My Favorites list for consistency of regularly-ordered items. Create role-based user accounts and multiple levels of order workflow approval. Track order status. Access and manage your account information quickly and easily. Collaborate online with your Xerox account team. Reduce environmental impact by eliminating paper forms and using a digital procure to pay process. The final Ecommerce solution will be determined upon contract award, from the following options: Xerox Customer Web Ordering Portal - A private extranet site with a comprehensive catalog of products at negotiated prices, collaboration tools and account management Trading Hub: e-Catalog - A portfolio of all available products, supplies and services at your negotiated prices, posted on your intranet. Trading Hub: Punch-Out Round Trip - A private extranet connected to your eProcurement system (SAP Ariba, Jaggaer, Coupa, etc.) via punch-out link. Authorized users add PO line items to a shopping cart that is sent directly to your ERP for approval. Order history reports are available for all transactions that process through our custom B2B storefronts, and can be exported to either Excel or .csv file formats for filtering and analysis. Key data fields captured include order number, creation date, buyer name and

#### **Table 8: Value-Added Attributes**

Line	Question	Response *	ı
Item	Question	Response	l

address, ship to and bill to address, cost center department name, payment method, product name and description, order total and currency. If a PunchOut solution is chosen, you will be able to access the order history from your ERP system.

Xerox Elite eCommerce solutions can typically be launched within 30 days of documented customer request. Online catalog content is coordinated between Sourcewell and the Xerox Securian Financial account team. Maintenance updates will be provided to the dedicated Xerox Elite eCommerce team and posted to the Sourcewell catalog within 72

Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any

costs that apply.

On-line Customer Training

Agenda Page 169 With the change in workplace due to COVID-19, agencies have requested and Xerox is utilizing our investment On-line End User Training as default. Thankfully, this is an area Xerox has invested significantly in recent years as our customers have been trending towards a strong preference for on-demand on-line training. Xerox offers flexibility to engage in training when and where it is convenient for the user.

These are not just investments in collaterals, our investment includes videos as well as interactive 'weblets' such as fully simulated print drivers and even the devices themselves to give the customer a truly 'virtual' interactive experience that is far differentiated that what is standard in the marketplace.

Internet training sessions are available 24/7 through www.xerox.com and will provide our customers with the ability to initiate training when and where they require, using office PC platforms as well as other industry standard devices such as iPads, Smartphones and other mobile devices. Once your equipment is delivered, you will receive easy instructions, allowing you to access the online training. This is also significantly important for agencies that have 24/7 shift workers such as Law Enforcement, Corrections, Healthcare facilities, water/sewer plants, etc.

#### Webinar Customer Training

As value-add options, our customers who enjoy technology-based training, but also prefer training to be instructor-led. Xerox offers the best of both worlds. Virtual classroom training can be provided via Webinar. Participants can remain at their desks and participate with up to 20 other students in a classroom-style training session. Students will have the ability to ask questions and interact live with the instructor.

Students who choose Webinar training will receive a training invitation which will include a link and phone number for participation in the training session. Participants will require access to the internet and a telephone in order to participate in Webinar training.

#### On-Site Customer Training

Where required, our professional instructors are dedicated to teaching your employees how to maximize your Xerox solution. Training programs will be designed specifically to focus on the requirements of your people, and how they can become more productive through enhanced skills and more effective work processes. For example, our training sessions will address:

#### Training Aids

Xerox makes available easy-to-use, clear and comprehensive documentation for all of our products. Xerox Office products are delivered with user documentation attached. The Getting Started Guide provides basic information to become familiar with the features of your new Xerox Office product, including copy, print, fax, and scan. The User Guide features detailed descriptions of the all the capabilities of the basic functions. The System Administrator Guide is available to customer personnel who need to install, set up, and manage printers and other services on the network.

Xerox has made it easy for your employees to quickly become proficient on our products, boosting productivity and profit among all end users. All of these materials are also easy to download at Xerox.com.

#### Operator Training

Xerox will provide your employees detailed, on-site training for both key operators and end users, scheduled at a time that is convenient for your personnel. Designed to teach your employees how to efficiently and effectively operate your new Xerox equipment, this training will ensure you are able to achieve maximum results from your investment. The duration of the training sessions varies depending upon the configuration of your Xerox solution and the options you have purchased.

Initial on-site, instructor-based training will be provided for key operators and other key personnel. Since this in-depth training includes additional administrative features and functionality, it should be limited to those individuals in your organization who are designated as key contact(s) for particular area(s) or product(s).

#### Customized training plans

Xerox can provide individual training, classroom, webinars and online modules for specific user groups and departments for an additional fee.

Describe any technological advances that your proposed products or services offer.

Technology Differentiators

technological advanced include:

Agenda Page 170 Xerox has long been regarded as a leader in document technology, some of our latest

- Single Controller Platform One controller to Test, Certify and Configure saves IT Time and Resources for both deployment and troubleshooting.
- Single Print Driver The Xerox Global Print Driver can be deployed for all Office Device including non-Xerox devices.
- Learn Once, Use Any ConnectKey platform allows for a single user-interface for all Office devices - from desktop Multi-Function Devices to standalone, color and black-andwhite. Your end-users benefit because once they are familiar with one device, they will know how to use any in the environment. This is particularly important for multi-shift and mobile work environments such as detectives, correction officers and healthcare workers.
- Remote User Interface Customer's internal helpdesk can see the actual device User Interface remotely in real-time as well as push/toggle buttons to assist in troubleshooting and/or End-User Training.
- Embedded McAfee Security Xerox and McAfee have partnered to provide an embedded level of security directly into the device for information assurance.
- Cisco Infrastructure Integration Cisco® TrustSec Identity Services Engine (ISE) integration provides comprehensive visibility of all of these MFPs' endpoints to enforce ITcentric security policies and compliance.
- Connectivity The ConnectKey platform has robust connectivity abilities, including connectivity to many enterprise and office applications whether hosted locally or on the cloud. Additionally, ConnectKey directly connects to the Xerox Managed Print Services Platform for enhanced troubleshooting and monitoring.
- Encryption Full device encryption for all data-in-use, data-in-motion and data-at-rest for all Common Criteria Certified devices for protect constitution, healthcare-related or criminal investigative data.

Partnerships to Extend our Value Proposition McAfee

Consistent with our continued emphasis on security, Xerox has partnered with McAfee® to stay in front of the increasing threats to embedded systems. Together, we've built in the selfmonitoring and self-protection each individual unit needs to guard against malicious attacks. In addition, the McAfee Agent running in the device is able to communicate directly with the central security management console to allow printers and MFPs to be managed in just the same way customers manage their desktops.

Xerox has joined forces with Cisco to enhance our MFP hardware and software security as a system to stay ahead of new threats and respond to them more rapidly. We have long placed security as a top priority in the development of our products, and we think it makes good security sense to extend our security protection to the network with Cisco. The Xerox/Cisco partnership addresses security challenges by leveraging the Cisco TrustSec solution, which helps identify, monitor and manage devices from a central location and protects the data paths to and from them. Security is further enhanced via real-time views and control over all users and devices on a network.

Syncing with Common Government Systems & the Cloud ConnectKey® technology allows for automatic document conversion to a searchable PDF, Word, or Excel file, creating digitized files that, with a single touch (i.e., no middleware required), can be routed via the Cloud to repositories such as Microsoft 365, SharePoint Online, Google Drive, DropBox, Evernote, PaperPort Anywhere, and Salesforce.com.

Xerox App Gallery allows for apps to load directly on the ConnectKey® controller for work to get done in a variety of ways.

The Xerox App Gallery is pre-loaded directly on the user interface to give users easy access to a variety of apps from Xerox and partners. These include:

- The Xerox Easy Translation Service App: A first-of-its-kind service that can capture text from a scanned document and translate it to over 40 languages - this is a huge benefit for customer service areas or for situations of disaster relief.
- The @PrintByXerox App: A mobile cloud printing solution that allows employees and visitors to securely print from any mobile or network connected device to an MFD by way of a single email address without IT support.
- The QR Code App: Lets users connect and pair to a ConnectKey® -enabled MFD with a simple scan of a QR code from their phone or tablet to effortlessly print and scan
- The Mobile Link App: Now available on iOS and Android, this app lets users create one-touch, automated workflows on their mobile devices to remotely control a Xerox MFD and transmit documents to fax, email and cloud hosted services like Box, Dropbox and

Describe any "green" initiatives that relate to your company or to your products or services, and

With "Design for Sustainability" criteria for each phase of the corporation's product design and delivery process, design teams must respond to each step before it can pass to the next phase. By following this process. This criteria covers environmental, social (e.g.

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include a list of the certifying agency for each.

- safety, security) and economic criteria. Certifying agencies include EPA Egerate 171 Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel.
- a) Xerox has earned ENERGY STAR® status for all new products in 2019. This was all while meeting the most recent revision of the ENERGY STAR Imaging Equipment 3.0 criteria, which went into effect on October 11, 2019. Many existing products also were reengineered to be more energy-efficient to meet the 3.0 criteria. As such, we cut the power consumption of our laser-based printing products, adjusted in the fuser design, changed properties in our toner, and developed more efficient electronic controls and performance of the xerographic system.
- Xerox devices have also EPEAT and Blue Angel, which demonstrate our ongoing commitment to reduce product energy consumption. While the standard is challenging to meet, our goal is to make sure 100% of our newly eligible products earn this label. EPEAT is composed of criteria spanning corporate and product requirements. EPEAT registration is a rigorous process, entailing both a third-party desk review for initial certification and, once certified, random product verification audits. EPEAT product criteria combine comprehensive requirements for design, production, energy use and recycling, with ongoing independent verification of manufacturer claims. EPEAT criteria reflect several categories of environmental attributes that span the life cycle of electronic products: material selection, design for end-oflife, product longevity/life extension, energy conservation, end-of-life management, corporate performance, packaging, consumables, and indoor air quality. Xerox continues to support EPEAT initiatives, future success and global expansion. Xerox registers products in Canada, the U.K., France, Germany, Netherlands, Belgium, Luxembourg, Switzerland, Norway, Sweden, Finland, and Denmark. We're the only company with registered EPEAT multifunction devices and printers in Europe. Since 2014, we have committed to launching all new eligible office products with EPEAT Silver or Gold certification. All new Xerox® VersaLink®, Xerox® AltaLink® and PrimeLink® Products are EPEAT Gold certified, with a few country-specific exceptions. Xerox is the only company to claim all eight EPEAT corporate optional criteria in the U.S. Learn more about the EPEAT program and view current Xerox eco-label registered products here.
- 2. Xerox integrates life cycle thinking into our product and service development and innovation activities. Life Cycle Assessments (LCAs) are a means of technically evaluating the environmental and health impact of a product's materials, manufacturing, distribution, use, and end-of-life. We conduct full LCAs according to the appropriate ISO standards to determine where in the product life cycle the largest environmental impacts arise, and to compare products with a significant difference in technology. This initiative is essential for achieving EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel referenced in 1a and b above.
- 3. Xerox has a goal to be carbon neutral no later than 2040 across its workplaces, supply chain, products and solutions. Our interim goal is 60% carbon reduction by 2030 from a 2016 baseline. This goal is a science-based goal and we expect to receive formal approval by the Science based Target Initiative first quarter 2021. We will achieve these goals through product innovation, energy efficiency projects and investing in renewable energy. We recognize that our clients have these climate goals so by reaching carbon neutral, we help our clients achieve their goals.
- 4. Packaging and distribution are integral considerations in our product commercialization process. We strive to eliminate, reduce, reuse and recycle packaging whenever feasible. Product teams actively seek out more environmentally responsible packaging alternatives. We also require packaging suppliers to comply with bans and restrictions for a variety of chemicals. We document our expectations in our Environment, Health and Safety Requirements for Packaging Standard—EHS-710 and our General Packaging Standard—88P311. Our commercial equipment is designed and tested to be shipped with minimal packaging. Eliminating or reducing packaging, where feasible, conserves natural resources and decreases fuel use for distribution—a sustainability win-win for business and the environment. This initiative is essential for achieving EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel referenced in 1a and b above.
- 5. The company's five innovation areas—3D Printing and Digital Manufacturing, Artificial Intelligence (AI) Workflow Assistants, Internet of Things (IoT) Sensors and Services, Digital Packaging and Print, and Clean Technology—have the potential to reduce the world's carbon footprint, among other benefits.
- 6. Circular Economy effort continues. Starting more than 20 years ago with the 5090-product family, Xerox has kept toner cartridges out of landfills thanks to our remanufacturing process, which recovers toner cartridges and waste toner for reuse. In 2019, Xerox received the Non-Product Award from the U.S. EPA's Sustainable Materials Management Program for Xerox's cartridge return program's significant positive sustainability impact.
- 7. Xerox was the first and remains the only company in our industry to have concluded two comprehensive investigations that lasted more than three decades on the health risks of inhaling xerographic toner. These studies included assessments of the health of current employees and the causes of death for people who worked for the company between 1960 and 1982. 61 The analysis demonstrated that the health and mortality patterns of Xerox employees were consistent with a healthy working population and, in fact, our employees had a lower rate of disease than the general population. In October 2010, the mortality study was published in the peer-reviewed Journal of Occupational and Environmental Medicine. We have made a long-term commitment to eliminate the use of persistent bio accumulative and toxic materials throughout our supply chain by applying strict internal standards and tightly managing chemicals. Our supplier requirements are periodically updated as regulations change, and new information becomes available. All new product

designs refer to these requirements, and suppliers are expected to verify design repair with them. Through our partnership with PrintReleaf. Xerox customers have the opportunity to contribute to the reforestation of global forests and reduce their overall sustainability footprint. Based on a theme of "You print one, we'll plant one," paper usage reporting is used to equate the number of trees that are reforested into geographic areas of need. A link to our annual Corporate Social Responsibility (CSR) Report can be found on Xerox.com at https://www.xerox.com/en-us/about/corporate-social-responsibility. 39 Ecolabels/Certifications: Identify any third-party issued ecolabels, ratings or certifications that EPA EnergyStar your company has received for Electronic Products Environmental Assessment Tool (EPEAT) the equipment or products Blue Angel included in your Proposal related to energy efficiency or Ratings/Recognition: 3rd Party validation of Xerox's GHG emissions conservation, life-cycle design cradle-to-cradle), or other (https://www.xerox.com/downloads/dl/usa/en/g/GHGVerificationStatement.pdf) green/sustainability factors. CDP Supplier Engagement Leader Most Sustainably Managed Company in the World, according to the Wall Street Journal For three years running, the EPA has also recognized Xerox as a Gold Tier participant in their Sustainable Materials Management (SMM) Electronics Challenge (https://www.epa.gov/smm-electronics/sustainable-materials-management-smm-electronicschallenge#01). The highest level of achievement an organization can receive, a Gold Tier award means that nearly 100% of the electronics that we take back go to third-party certified recyclers )https://connect.blogs.xerox.com/2018/04/16/xerox-reverse-supply-chain-makesevery-day-earth-day/). Xerox Recognized as one of the World's Most Reputable Companies of 2019. 40 Describe any Women or Minority Xerox does not have a WMBE, SBE or Veteran Owned Business certification, however Business Entity (WMBE), Small through our dedicated Diverse Alliance Partnership Program we do work with Xerox Business Entity (SBE), or veteran Historically Underutilized Business (HUBs) partners with various certifications supporting the market places we serve. Through our Diverse Alliance Program, Xerox develops and owned business certifications that your company or hub partners maintains partnership relationships with HUBs to support the supplier diversity goals and have obtained. Upload initiatives of our current and potential public sector and commercial customers. For the documentation of certification (as Federal Government sector, Xerox works in partnership with companies certified as small business as defined by the Federal Small Business Administration and Veteran Owned applicable) in the document upload section of your response. Business certified by the Veterans Administration via the Vets Firsts Verification Program. As we support our state and local customers, Xerox has and will continue to identify state and local companies that are registered with the appropriate state and local certifying agencies in order to support their supplier diversity inclusion goals and initiatives. And in the commercial sector, Xerox maintains partnerships with companies certified by the major nationally recognized certifying organizations like the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), and the National Veteran Owned Business Association. As Xerox Diverse Alliance Partners, our HUB partners are able to team with our sales organizations in meaningful ways to address our customers business and supplier diversity objective as Tier I and Tier II direct partners. Our approach to working with your organization on this contract, will be to respond to specific opportunities and based on the customers business requirements and supplier diversity goal and initiatives, to work with certified HUB partners to provide valuable solutions with meaningful HUB supplier diversity inclusion. 41 Xerox has a rich heritage of innovation, which continues to be a strength of the company What unique attributes does your company, your products, or your as well as a competitive differentiator. As we invest in our core market technologies, we services offer to Sourcewell also aim to create value for our customers, , where we have differentiated capabilities. A participating entities? What makes few of our significant advantages are: your proposed solutions unique in your industry as it applies to Xerox is a full-service provider Sourcewell participating entities? We offer a "one-stop" solution, encompassing all hardware, software, and services for both on and off-site support. Dealing with one provider streamlines and drives efficiencies in the procurement process for public sector entities. Innovation is the foundation of our corporate culture Xerox was founded on and continues to thrive on, developing innovating products and solutions to help our customers succeed. Our commitment to focused investment in research and development drives innovation and customer value. Xerox ConnectKey Technology Award -winning new Xerox Multifunction Devices (MFD's) are true multi-tasking technology that allows your members to work smarter, not harder. We leverage our workflow capabilities with the Software to provide our customers with new comprehensive and better ways to improve our document related processes and applications, enabling staff and students to work digitally, more productively, with less pater and fewer costs. Our latest ConnectKey technology helps you to collaborative, communicate, connect and work from anywhere. A simple end user experience, benchmark security, cloud connectivity, built in tools for managed print services and customized apps enable staff to work smarter and easier.

We lead the way in Managed Print Services

Agenda Page 173 Quocirca, IDC and InfoTrends recently issued reports that place Xerox in the top tier of

Managed Print Services (MPS) vendors worldwide.

Xerox has national (global) customer service presence Customers can rely on Xerox's global infrastructure of service coverage to support customer's national (worldwide) operations.

#### Xerox is a leader in Sustainability

At Xerox, sustainability is our way of doing business. We have aligned our goals for the environment and health and safety. We strive to maintain the highest standards to preserve our environment and protect and enhance the health and safety of our employees and communities

Xerox is committed to excellence in after-sales support and services:

#### Worry-free Investment

All leased equipment proposed, in our solution to Sourcewell, will be covered under a Xerox Full-Service Maintenance Agreement (FSMA) for the initial full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality.

This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with FSMA. FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the initial term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.

#### Customer Relations / Customer Advocacy Group

On rare occasion, in the event a customer does not receive a response in a timely manner, or cannot navigate how and where to go to resolve a problem or receives a response they don't believe aligns with the spirit and intent of their Xerox relationship, the customer may contact the Xerox Customer Relations Group at customer.relations@xerox.com. Upon submission, the case will be reviewed by a Customer Advocate and a case opened. Sometimes the problem is complex, or sometimes it is small and they just couldn't find the right place to go. We understand there is nothing more frustrating than not getting help when it is truly needed and this group was developed to ensure no customer large or small voice or problem isn't heard.

Note: This group is intended for customer service resolution --- not as a substitute for contacting technical service and/or local account teams, etc.

#### Remote Diagnostics

Another differentiator of Xerox Service is utilizing our evolution and improvements in Remote Diagnostics capabilities utilizing Xerox proprietary technologies such as Device Direct communication to securely transmit critical service data such as equipment configuration details, firmware versions, fault history, service items approaching replacement intervals, image quality status, and diagnostic information to customer support personnel and technicians. This capability greatly enhances the troubleshooting and repair process resulting in reduced downtime. However, keep in mind that this aspect of Xerox Remote Print Services (XRPS) does not provide proactive service, it simply enhances our remote solve capabilities and makes our traditional break fix service offerings more efficient. Xerox devices can achieve connectivity within XRPS in two ways: via Device Direct and via a discovery agent. Device Direct establishes a direct connection between each device and the Xerox Communication Servers.

When configured, Device Direct supports both automated meter reading and automatic supplies replenishment. Device Direct can also send advanced device diagnostic information directly to Xerox to enable remote diagnostics capabilities. Because Device Direct is builtinto the print devices, it is not operating system dependent and will work with Apple or Unixonly client environments.

#### Xerox Tools

Xerox Tools enables remote, batch configuration management across multiple devices. Ongoing Configuration and Troubleshooting - When Xerox Tools detects a problem, remote troubleshooting capabilities allow you to access networked devices from any web browser to determine whether a repair technician is needed. From a remote site, you can perform vital tasks, including viewing local user interface messages, rebooting devices, performing ping tests, validating and updating network configuration, and observing current levels of consumables.

#### **Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response * Agenda Page 174
42	Do your warranties cover all products, parts, and labor?	Xerox proposal does not impose usage restrictions or other limitations. Xerox offers the following warranties.  i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed, which shall be the exclusive remedy for such non-compliance.  ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.  iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.  iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:  (a) Customer's failure or delay in performing its responsibilities under this Agreement;  (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or  (c) unauthorized modifications to Equipment, Software or Third Party Hardware.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As long as the products are included in the FSMA, all the expenses of Xerox Technicians are covered.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Xerox North America has the most expansive service coverage model which includes Hawaii and Puerto Rico on the far east and west as well as Alaska, Yukon, Northwest territories and Nunavut in northern Canada. We do use multiple coverage strategies such as use of National Service Providers as well as direct technicians. All the geographies in North America will be supported by our certified technicians and authorized providers. In the second part of your question you reference how the support will occur and the answer is the local dispatching systems will engage the local teams to come service the equipment whether in a Metropolitan area, a rural geography or a remote location.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Xerox does not provide any warranty on items made by other manufacturers, any OEM manufacturer warranty in place will apply. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLA's or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Xerox® Intelligent Workplace Services (Xerox Managed Rgande Rjande 175 combines technologies and advanced analytics to create and maintain a secure, optimized, productive and efficient IT and print infrastructure. It uses comprehensive security, analytics, digitization and cloud technologies and software to deliver a more seamless work experience across paper and digital platforms.

We are the only vendor with a Government-specific Managed Print Services offering having the only FedRAMP compliant and secure Managed Print Services Offering!

Xerox IWS is built on a framework of security

We take a comprehensive multi-layered approach to workplace security. The only vendor with a FedRAMP compliant and secure Managed Print Services Offering.

On-prem, Cloud, Hybrid-Cloud – let the entity choose what offering is 'right' for their operations.

At the device level, Xerox ConnectKey® Technology proactively prevents intrusions by controlling access and requiring authentication at the time of use. We detect and alert at any attempt to alter the system firmware and BIOS to keep malicious software and bad actors from taking hold of our devices. We encrypt and protect the data that is scanned and printed. For Secure Content and Data Management, Xerox IWS includes the Xerox Workplace Suite and Cloud, and DocuShare. Together they provide advanced printing and information-sharing capabilities such as Follow-You Printing (a print anywhere service), secure document release (a for-your-eyes only service), chargebacks, job tracking and cloud-based content management (a secure collaboration service).

Xerox IWS goes beyond traditional MPS offerings

We bring additional value to your organization and enable digital transformation with Xerox Capture and Content Services. These include scanto-workflow solutions that bring paper-based information directly into ERP (enterprise resource planning) and CRM (customer relationship management) business process and software platforms (such as Salesforce). ConnectKey® Technology provides a platform for innovation and customization for organizations. For example, single touch, cloud-connected apps allow users to scan directly to or from popular cloud-based repositories like Dropbox™ and Google Drive™ and Scan to/Print from Microsoft® Office 365®. You can transform paper documents to searchable PDFs right at the device or any other of the virtually unlimited options for hard-copy-to-digital document integration with proprietary and third-party document management systems like Microsoft SharePoint® and Xerox® DocuShare

Xerox IWS is a platform for continuous improvement and Digital Transformation

We are able to monitor and analyze your environment and activities on a device level, user level, and process level to identify opportunities to further refine and improve your results on a continual basis.

To improve those processes, we do a granular analysis of processes, step-by-step. We identify the owner, the time and cost associated with each step; the value added (or non-value added); and then redesign and optimize the process.

The result of this analytics and data-driven approach is a forward looking roadmap for ongoing improvement, and support for digital transformation strategies.

Xerox IWS technology is the foundation to building a high-performing workplace.

The Intelligent Workplace is efficient, it has an optimized print infrastructure to control costs, improve sustainability, and maximize ROI.

The Intelligent Workplace has productive employees that spend more time on high-value work because they have powerful yet simple printing and scanning at their fingertips wherever and whenever they need them.

The Intelligent Workplace is secure across devices, data, documents and content; so, you can empower your people to work and share information with peace of mind.

Xerox makes the Intelligent Workplace possible through our next-generation Managed Print Services offering...Intelligent Workplace Services.

What are your proposed exchange and return programs and policies?

Complaint/defective product returns associated with small Ageardist Pagearh 6 can be handled directly through the Customer Support Line (1-866-XEROX4U). A replacement unit order will be issued within 24 hours. This support line cannot address returns for credit. Credit requests (or any large return) should be handled through the point of purchase or through direct contact with your Xerox sales agent.

Xerox has a documented process flow for Complaints and detail Analysis flow for cartridges. Xerox takes all complaints seriously and works diligently with the customer to address any dissatisfaction. Selected defectives are returned to engineering for full analysis and corrective action in order to continuously improve our products.

All complaints are recorded and tracked and evaluation results are similarly recorded and maintained for future reference and to further efforts to improve product performance through data analysis and evaluation. Xerox can provide hot swap/loaner devices to handle operational issues for business-critical devices during all hours. A business-critical device is reported out of service via a reactive call to the Sourcewell help desk or a proactive alert from Xerox Tools. We first determine if the device can be brought back to normal operation with a non-service cartridge replacement. If not, a hot swap/loaner device will replace the original failed device. The initial on-site triage of these issues is handled via a partnership of onsite Xerox associates and the first responder resources within Sourcewell's support organization. If the failed device is swapped, the original failed device is brought to a centralized location where Xerox conducts repairs. Entity requirements may drive more than one centralized location where swaps are stored and repairs conducted. Once the original failed device is repaired, it is returned to its original location and operation or may become part of the hot swap/loaner pool, depending on business requirements. Move/Add/Change/Disposal (MACD) procedures exist to maintain device databases and volume tracking integrity. Xerox will ensure.

#### Recycling Service

The Xerox Green World Alliance reuse/recycle program is a central element of Xerox's strategy to achieve waste-free product goals for efficient use of materials and energy. Xerox's return program for supplies is a central element of our waste-free strategy. It is the most extensive in the industry, covering everything from consumables to the devices themselves, with our processing of all of these components meeting predetermined standards to prevent the unnecessary disposal of reusable components in landfills. The following routes are available under the Xerox managed service and cover all manufacturers:

- Cartridge returns: are made easy with prepaid postage labels and the use of packaging from new copy/print cartridges.
- Empty toner bottles: Return labels can be printed from the website.
- Fuser cartridges: Upon receipt to Xerox, they are cleaned, inspected, and remanufactured following a strict quality process. A pre-paid recycling label is included in select product packaging. If you have misplaced the label, one can be printed by selecting the reorder number from the drop-
- Multiple returns: For returns exceeding 25 cartons per month, you may elect to have prepaid shipping labels mailed to you, eliminating the need to print them from the web.

For customers with high usage we can provide a 'Xerox Ecobox', which is a recycling bin for expired toner/print cartridges. Please advise if this a service you would like to discuss further. This is the preferred method used currently; with the Xerox On-Site Staff organizing and managing the Eco Box process.

Describe any service contract options for the items included in your proposal.

Xerox proposal includes service contract options such as genda Page 177

#### Full Service Maintenance Agreement

Xerox commits to providing full service support for any Office or Production device for a minimum of five years following installation. As part of a Full Service Maintenance Agreement (FSMA), and funded through a cost per copy charge, all equipment will be supported for the duration of the contract and agreed extensions, in accordance with the FSMA terms and conditions. This includes remote support, on-site support, parts and labor. Consumables excluding paper media and staples are also provided.

#### MPS Help Desk Support

Our solution is powered by our industry benchmark Xerox MPS Tools. These software platforms discover, track, configure, and manage our customer's fleet with robust device management tools, real-time monitoring of your fleet, sending proactive alerts, and trouble tickets directly to our Help Desk. Our Help Desk and Xerox Tools work together to proactively monitor while remaining flexible and customizable depending on the requirements identified while developing the overall output management solution. The Xerox Tools provide a proactive support model that will drastically reduce reactive calls, by end-user submission, for output devices. Typically, with 80-90% of the total output related issues being submitted proactively.

#### Software Support

Xerox's Managed Print Services solution can support this program objective. We have partnerships with industry-leading service providers and software companies so that together, we can provide the most comprehensive solutions to meet client requirements at competitive prices. These strategic alliances enable us to provide our clients with versatility unmatched in the marketplace. A few of our key software partners include, but are not limited to YSoft, XMedius, Nuance.

The strategic nature of our partnerships fosters collaboration and innovation to deliver benchmark solutions and support. We can work with Sourcewell to identify, what multi-vendor software if any, may require support and agree on how best to support.

#### Software Solution

The Xerox software toolset enables full proactive management of the entire fleet of devices. These tools are proprietary and are fully integrated with the Xerox service desk infrastructure, which will enable device monitoring across Sourcewell, which for example, will ensure incident tickets and consumable dispatch are raised automatically and actioned, often before the users are even aware of an issue. This ensures maximum device uptime, user productivity and user satisfaction.

In proactive scenarios (i.e. where an alert has been sent to an agent without customer intervention), 95% of incidents will be assigned to an agent within 30 minutes from receipt. The Xerox service desk takes ownership and first uses remote commands to clear the fault. If the solution does not resolve the issue, then an agent passes this over to the Xerox On-Site Staff to attempt to resolve. Should this not be possible then a service call is logged, and an engineer is dispatched, in a timeframe compliant to your SLA. Automated e-mails are triggered throughout the process with status updates. In our experience, the number of reactive print-related calls logged will be dramatically reduced due to the pro-active monitoring at the Xerox helpdesk on Managed Print Service contracts.

Xerox will provide up to date status of all calls and will also provide proactive monitoring of in scope devices to identify potential incidents and service requests. These events will be routed directly to Xerox on site staff for resolution with all pro-active consumable's incidents being automatically validated, ordered and shipped by the service desk team. Once transition is complete, all networked devices will be proactively monitored by Xerox toolsets and on-site staff expect to fix around 80% of any faults pro-actively without end user intervention or requiring a reactive call from a user. This reduces any clinical risk that may occur from end user's inability to print Xerox have worked closely with our existing on-site team to increase their skills, as a result a small stock of engineer replaceable parts are kept on-site and they are able to replace these themselves. This limits device downtime as the need to call external engineers is reduced.

### **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Xerox offers Customer's payments of all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within 30 days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment.  Xerox partners range from small, locally-based businesses to national resellers and have varying capability with respect to payment terms. Additionally, in many municipalities there are varying prompt payment statutes, executive orders, etc. as it relates to small business. Unless otherwise agreed to by the end user and the Xerox partner, the above terms will apply to partner transactions as well.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Xerox provides many types of financing options, including but not limited to: fair market value leases, installment purchase plans and flexible rentals. Xerox will identify with the end-user customers a financing option most beneficial to their budgetary needs and requirements as well as compliant with State and Local statutes and ordinances. A sample of Xerox standard lease terms are included in this response.  Xerox partners may also provide a variety of finance options through Xerox Financial Services, LLC or a variety of financing companies to offer the end-user customer the best available options to meet their requirements.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Xerox Sales Representative is responsible for contacting a Customer and obtaining an order. After the Xerox agreement is finalized and signed, the Xerox Sales Representative submits the order electronically to the Xerox Order Entry Team. Orders are entered into a centralized ordering system using a unique contract identifier for each contract vehicle, which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted, a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt. Generally, any equipment or services ordered or invoiced can be tracked and any needed quarterly sales reporting can be pulled from a centralized database using the unique contract identifier established upon execution of the master contract. Quarterly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing the report and payment.  For transactions processed through an approved partner, other than Xerox Agents who utilize Xerox systems and resources as outlined above, they may utilize their own systems which differ slightly than those processed directly with Xerox. We, however, have a reporting mechanism provided by Xerox which is consolidated into the reporting activity to Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	For the U.S. market, there is no additional cost to use P-card procurement. All payments are due within 31-days of the invoice date. If Customer wishes to use a credit/payment card for payment, the credit/payment card must be enrolled in Xerox's auto-pay system, and Xerox will automatically charge the credit/payment one day after the date of each invoice. P-card is not available in Canada, Electronic Fund Transfer is the preferred payment method. For transactions through Xerox partners, small businesses may or may not have the ability to accept and process P-Cards and should be negotiated with the government customer and partner prior to sale.	*

**Table 11: Pricing and Delivery** 

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to Attachment A_Xerox US Equipment Price Exhibit and Attachment B_Xerox Canada Price Exhibit.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing within our response provided to all Sourcewell eligible customers is presented as a % off list and will vary based on product or services offering. Xerox will continually update this list as new products and offerings are provided.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Xerox has submitted discounted pricing allowing Sourcewell eligible customers to pick from a menu of products and services to customize a solution based on their specific needs. Products and services may receive further discounts based on Bulk Buy Orders or special time-specific promotions. Any discounts, whether temporary or permanent, will only be applied to future orders. Discounts may not be applied retroactively.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Due to Sourcewell's master terms and conditions, Not Specifically Priced (NSP) products will be offered as open market procurements subject to the applicable terms and conditions.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other than non-standard delivery charges there are no additional shipping charges. Customer Training and Analyst Services are optional and pricing is provided based on the end user needs. Training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Training and Analyst Services price list.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Sourcewell Member's equipment order. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or dissembling Equipment to move through tight doorways or through narrow halls. Third party equipment procured as a not specifically priced item is subject to freight charges.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the majority of the Canadian marketplace that is classified as urban or rural, shipping and delivery charges are included in the Sourcewell agreed price. No extra charges are required for freight, shipping or delivery. In some of the extremely remote locations in Canada where standard shipping methods are not available and product may need to be flown or airlifted to the final location, then additional shipping charges of \$500.00 per unit will be required and must be added to the amount of the unit prior to contract execution as is standard practice in these extremely remote areas).	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution methods. If expedited delivery of product is known in advance of order signature there are a number of options.  1. The product can be shipped to Logistics in what is known as Pre-staging and be available for delivery promptly after signature.  2. Product can be sourced locally from existing non-expedited orders and assigned to the order requiring expedited delivery.  3. Demonstration units from local showrooms or sales offices may be available as an interim solution.  4. Short-term rental of similar or substitute product can be arranged if the required product cannot be expedited through prestaging, local sourcing, or if demonstration units are not available.	*

### **Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	departments.	Please refer to Attachment A_Xerox US Equipment Price Exhibit and Attachment B_Xerox Canada Price Exhibit.

**Table 13: Audit and Administrative Fee** 

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All orders and P.O.'s under the Sourcewell contract will be processed through the Xerox centralized pricing and contracting system. Upon award, we will establish a unique internal contract number that will drive the Sourcewell negotiated terms and pricing for Xerox direct orders.  Document Technology Partners (DTP) will use a unique identifier (SME) to align orders to the Sourcewell terms and pricing.  Orders placed within Xerox internal systems will reference the internal contract number. As a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that contract number. The Contract Number is utilized to pull all products and subsequently the charges billed each quarter. Quarterly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing report and payment. For US DTP orders for Sourcewell members will reference the unique identifier (SME): as a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that unique identifier (SME). The unique identifier (SME) is utilized by Compliance to track and control orders placed by DTP's. Discrepancies discovered are reported to the DTPs and resolved in the subsequent report and payment.  • Each administrative fee process and reporting are audited at least annually by Xerox internal compliance to identify any potential gaps and propose solutions.  • Periodically Xerox Internal Auditors will complete a full audit of the end-to-end processes to ensure proper accounting practices are in place.  • All administrative fees will be remitted to an address or via wire transfer to be indicated in the master agreement by Sourcewell. Sourcewell is responsible for notifying Xerox of any changes to the remittance requirements.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Xerox will pay an administrative fee, which will be a flat fee based on 3% of the mainframe contract price, on a quarterly basis for Xerox Orders.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
	equipment, products, and services that you are offering in your proposal.	Xerox intends to establish and provide a contract to Sourcewell members for printers, copiers, multifunction devices and related supplies, accessories, software and Intelligent Workplace Services (IWS). We provide the industry's broadest portfolio of document technology and software. Through our innovation and market leadership, we have developed a strong industry reputation and recognizable brand with trusted competencies in bridging the physical and digital printing and communications, both in the office and production markets. Our core capabilities

and offerings consist of technologies, solutions and services that gentality agents over revenue and transform the customer experience, as described below.

#### Entry Desktop Monochrome and Color Printers

Entry Desktop Monochrome and Color Printers range from small devices to workgroup printers and MFPs that serve the needs of office workgroups. These products help build a platform to effectively manage document workflow.

#### Mid-Range

Our Mid-Range products offer advanced features with the ability to handle higher print volumes as well as varying paper sizes. Entry and Mid-Range products share common technology, manufacturing and product platforms enabling ease of use and complete office integration.

#### Cut-Sheet Presses

As the worldwide leader in the cut-sheet color and monochrome production industry our cut-sheet presses provide high speed, high-volume printing. They are utilized for environments that are ideal for publishing, transaction printing, print on demand, and one-to-one marketing, offering the best in high speed, productivity and resolution and color.

#### InkJet Presses / Continuous Feed Printers

Our inkjet presses offer a broad range of roll fed, continuous feed printing technologies, including waterless inkjet and aqueous inkjet for vivid color, and toner based flash fusing for black and white. Our portfolio spans a variety of print speeds, image quality, feeding, finishing and media options. High-volume, production inkjet presses are the fastest-growing sector of digital printing. They can help you capitalize on color books, personalized catalogs, trans-promo and direct mail. Our inkjet presses and continuous feed printers — including the industry's first entry production inkjet portfolio — are modular to grow with your business.

#### FreeFlow portfolio

Our FreeFlow portfolio of software offerings brings intelligent automation and integration to the processing of print jobs, from file preparation to final production, for a touchless workflow. It helps customers of all sizes address a wide range of business opportunities including automation, personalization and even electronic publishing.

#### DocuShare

DocuShare enterprise content management provides a better way to manage paper and digital content from creation to retention to transformation. Capture, store and share documents either on-premise or by cloud while automating time consuming, document-heavy processes like accounts payable, HR onboarding, contract management and mortgage processing.

#### Software Platform

What makes Xerox Printer/Multifunction Printer (MFP) unique is that they are built on the Xerox ConnectKey® Technology platform, This platform enables a Process for Workflow Improvement. It operates with an intuitive tablet-like touchscreen user interface. The platform is an open embedded platform that allows the device to be programmed to address specific workflows. This new capability is driven by embedded or server-based software inside the firewall or in the cloud. As such, the smart Printer/MFP incorporates an ecosystem of hardware, software, and services to address ESC's document and information processing requirements.

#### Customized Applications

Our apps extend the capabilities of your MFDs and help you make the most of your hardware investment. But unlike traditional software, our apps to not require a dedicated server, PC or IT resource. Instead these apps are lightweight, serverless solutions you can download to your ConnectKey enabled MFP. Xerox has over 100 workplace apps. Here are a few examples:

- The Xerox® Easy Translator Service App, translates to 35+ languages. Xerox® Easy Translator Service is a cloud translation service. The service offers several levels of translation ranging from scan in a document to a Xerox multifunction printer and receive a translation printed out to the highest level, which is a human word for word translation.
- The Xerox® Audio Documents App, an app available for use with your ConnectKey® Technology-enabled devices that will convert a hard copy document to an audio file
- The Xerox Proof-Reader Service App gives users instant access to a powerful tool that checks for spelling, grammar, style, and plagiarism right from the MFP. A report with suggested corrections can be printed and/or emailed to the user, all right from the device. Users also have access to a web portal at https://xeroxproofreader.com to upload electronic documents for instant feedback.

Intelligent Workplace Services (IWS

		IWS is a portfolio of capabilities that goes beyond the limits of Atgarities agged Print Services (MPS) by using advanced analytics, cloud, digitization, and comprehensive security to help workplaces become more efficient, employees more productive and data more secure. It's a streamlined and secure way to accelerate digital transformation while optimizing print processes and infrastructure.  • Efficient Workplace: An optimized print infrastructure means that you can control costs, improve sustainability metrics and maximize ROI. We can assess how much is printed, by whom, and when. That enables us to make sure the right printers with the right capabilities are at the right places, usually reducing the number of printers in a workplace and saving money.  • Productive Employees: User-friendly, automated processes help employees be more productive and improve their user experiences. Scanning provides an on-ramp for adding paper-based information directly into business applications, such as a scanned receipt automatically entering the expense report stream. It creates searchable digital files that eliminate the labor required when users hunt for information manually, and can even convert to standard office file formats, like PDF or Microsoft Word.  • Secure Environment: IWS can ensure the security of your print, your devices and your data. For example, it can hold documents in a secure server until users authenticate at the printer so documents are never left unattended in an output tray. And this can be achieved wherever and whenever the employee decides to print the document.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul> <li>Office Equipment - printers, copiers, multifunction printers, supplies.</li> <li>Production Equipment - digital presses, production printers and copiers and workflow software.</li> <li>Managed Print Services - document management, workflow solutions, software, and workplace optimization.</li> </ul>	

#### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Copiers	© Yes © No	All Xerox products for this category as described.	*
67	Printers	G Yes C No	All Xerox products for this category as described.	*
68	Multi-function devices	<ul><li>G Yes</li><li>C No</li></ul>	All Xerox products for this category as described.	*
69	Hardware, software, supplies, consumables, and related accessories	© Yes ○ No	All Xerox products for this category as described.	
70	Managed Print Services MPS) solutions	r Yes ∩ No	All Xerox products for this category as described.	
71	Related services	€ Yes € No	All Xerox products for this category as described.	*

#### **Table 15: Industry Specific Questions**

Line Item	Question	Response *	
iteiii			

72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Xerox tracks and measures the success of our contracts using aAgrandbePageintenal metrics including but not limited to:  • Year over Year growth of quarterly and Year-to-date member sales volume.  • Participation rate by State.  • Participation rate by Sales Channel/Partner.  • Customer utilization by market segment (e.g. city, county, Higher Education and K-12).
		Analyzing these metrics enables Xerox to share successes and best practices within our sales channels and allows us to identify growth opportunities where we have gaps in performance.  Xerox is also focused on measuring our customer's satisfactions and loyalty. For this reason, we consistently and proactively elicit customer feedback using a combination of relationship and event-bases survey programs. We conduct four relationship surveys per year with the goal of obtaining a response form the key decision makers in every agency. We utilize a closed-loop management process to review survey results and establish action plans based on those results to ensure positive experiences and interactions with customers.  We have also expanded our standard proactive customer satisfaction system to include a unique customer polling system called SentinelTM. We designed the Sentinel system to facilitate gathering end-user feedback on a regular basis to listen to all employees across a customer's enterprise.
73	Describe shipping and delivery options available to participating entities.	These are the shipping and delivery options for US and Canada:  Standard Rigger shipment.  Localized courier for smaller printers.  Pre-stage prior to delivery.  If expedited delivery of product is known in advance of order signature there are a number of options.  The product can be shipped to Logistics in what is known as Pre-staging and be available for delivery promptly after signature.  Product can be sourced locally from existing non-expedited orders and assigned to the order requiring expedited delivery.  Demonstration units from local showrooms or sales offices may be available as an interim solution.  Short-term rental of similar or substitute product can be arranged if the required product cannot be expedited through pre-staging, local sourcing, or if demonstration units are not available.  Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Sourcewell Member's equipment order. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or dissembling Equipment to move through tight doorways or through narrow halls. Third party equipment procured as a not specifically priced item is subject to freight charges.

74 Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.

- We source from a base of trusted and established suppliers (and their authorized distributors) who have been through our comprehensive vetting system.
- We seek warranties guaranteeing authenticity and quality; among other benefits, this practice mitigates obsolescence.
- Suppliers wanting to substitute an item different than originally agreed upon, are required to seek approval from our Global Procurement and Engineering groups.
- We've built security controls into our supply chain to help ensure the uninterrupted flow of products from the point of manufacture to the customer.
- We continuously monitor 100 percent of our direct and critical indirect suppliers to ensure compliance with global anti-bribery laws and regulations, including but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act.
- We are a certified participant of the U.S. Customs and Border Protection Customs-Trade Partnership Against Terrorism (C-TPAT) and the E.U. Authorized Economic Operator (AEO) program in the Netherlands and Ireland. As part of these memberships, we've adopted specific criteria for both our Supplier Security Requirements and internal security policies and standards.
- We have an ongoing assessment program to monitor compliance of high-risk suppliers as well as internal locations. We belong to the Transported Asset Protection Association (TAPA).

Xerox global procurement operations is platinum-certified to the Chartered Institute of Procurement and Supply (CIPS) in the area of procurement excellence through processes and procedures. In 2012, Xerox was the first organization globally to achieve CIP gold certification. The Platinum Certification signifies world-class levels in all aspects of ethical, sustainable and strategic procurement when measured against CIPS' internationally respected standards structured around leadership and organization, strategy, people, processes and systems, and performance measurement and management.

Through the certification process, Xerox global procurement identified and validated best practices, areas for improvement, and gained an unbiased measure of organizational performance against benchmark industry criteria Xerox is also certified to ISO 9001 quality standard.

#### **Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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#### **Proposer's Affidavit**

#### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
  - Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rachael Jones, Director SLED Cooperative Contracts, Xerox Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

#### 

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	M	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	M	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	M	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	M	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	M	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	M	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	M	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	M	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	M	1



Corporate Office 187 2230 Hibiscus Drive, Edgewater, FL 32141 Tel: (386) 423-0652 www.tui.net

TUI Total Solutions agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Sourcewell RFP# 030321 contract, with the Xerox Corporation. TUI Total Solutions agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further TUI Total Solutions agrees that it is their obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Sandra Demarco 210 N. University Drive, Suite 702 Coral Springs, FL 33071 (O) 954.603.0033, Ext. 40532

Email: PublicRecords@inframark.com

101 Total Solutions Representative	CSID Representative
Title: Contracts Manager	Title:
Name: (Print) Darren S. Murray	Name: (Print)
6/30/2023	
Signature Date	Signature Date







**Date:** June 9, 2023

**Attention:** Danielle Keira-Cancel

**Coral Springs Improvement** 

**District** 

Address: 10300 N W 11th Manor

Coral Springs FL 33071

**Prepared By:** Ben Miller

954-830-7205 bmiller@tui.net

#### NOTE: THIS IS SOURCEWELL CONTRACT PRICING

Financial Considerations: 60 Month Lease Price includes delivery, installation, setup and training			
One Machine Xerox C8135 with four trays	\$225.00		
Two Or More Xerox C8135 with four trays Priced Each	\$213.75		
Maintenance Agreements:			
Black Prints .009			
Color Prints .066			
Includes labor, parts and all supplies excluding paper			

#### Features of the Xerox AltaLink

- Industry Leading Quality Output and Process Speed
- Copy/Print/Scan with scan to file, scan to email, scan to searchable PDF
- Scan directly to drop box, one drive & Google drive
- Print from USB port
- Apple Air Print
- Print from Android Devices
- Tablet-like experience with gesture-based touchscreen controls and easy customization
- Bi-Directional Status- Message on your computer when your job is printed or if it needs resources
- Secure Print- Hold job at printer till you release it with code
- Standard Accounting Keep track of jobs being printed by users
- Forward faxes to email and only print what you want
- Fax directly from your computer without printing out the forms first

# **Ninth Order of Business**

#### **Aquatics Herbicides Piggyback SFWMD Contract**

AQUATIC HERBICIDES – We are currently piggybacking from the South Florida Water Management District's (SFWMD) contracts for aquatic herbicides which expired on June 30, 2023. The Notice of Intent to Award has been issued and we currently conduct business with most of the vendors who will be awarded the price agreements including Coastal Ag Supply LLC., Helena Agri, Heritage Landscape Supply Group Inc., Nutrien Ag Solutions Inc., Red River Specialties LLC., SiteOne Landscape Supply LLC, and Bluegreen Water Technologies Inc. We are presenting the board with a new opportunity to piggyback on the current agreements from SFWMD with the term of 1 year beginning July 1, 2023 – June 30, 2024.

	Price				4600004811	4600004812	4600004813	4600004814	4600004815	4600004816	
			V	123298	1000000855	113698	1000000696	116153	106830	116070	
Item	Common Name (Brand Name in Bold)	Container Size	SFWMD Material #	Bluegreen Water Tech Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Grp Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Product Name
1	Weedar 64	2.5 gallon	103860	N/B	N/B	\$27.95	N/B	\$22.50	\$23.24	\$26.50	Weedar 64
20	Diquat dibromide	2.5 gallon	100054	N/B	\$62.99	\$60.00	\$64.28	\$60.00	\$77.48	\$77.60	Tribune
24	mono(N,N- dimethylalkylamine) salt of endothall	2.5 gallon	100056	N/B	N/B	\$86.70	\$86.70	\$86.70	N/B	N/B	Hydrothol 191
25	Dipotassium salt of endothall	2.5 gallon	100048	N/B	N/B	\$83.30	\$83.30	\$83.30	N/B	N/B	Aquathol K
27	Dipotassium salt of endothall	20 pound	100069	N/B	N/B	\$21.50	\$21.50	\$21.50	N/B	N/B	Aquathol Super K
28	Glyphosate (aquatic)	2.5 gallon	100113	N/B	\$25.00	\$33.75	\$35.00	\$32.00	\$24.98	\$39.20	Roundup Custom
29	Glyphosate (aquatic)	30 gallon	100104	N/B	N/B	\$32.63	\$34.50	\$31.50	\$24.56	\$35.33	Roundup Custom
51	Flumioxazin Aquatic	5 pound	103800	N/B	\$34.00	\$45.25	\$36.50	\$32.95	\$39.94	N/B	Schooner
70	MSO	2.5 gallon	100083	N/B	\$14.00	\$19.60	\$18.00	\$13.50	\$13.28	N/B	RRSI Sunset
85	Green Clean (Liquid)	2.5 gallon	105657	N/B	N/B	\$20.62	\$18.99	\$20.31	N/B	N/B	Green Clean (Liquid)
90	Green Clean (Granular)	50 pound	105658	N/B	N/B	\$1.30	\$1.35	\$1.25	N/B	N/B	Green Clean (Granular)

Final Edits 06.29.2023 -KH

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045 • www.sfwmd.gov

#### PRICE AGREEMENT AWARD NOTIFICATION

TO: Helena Agri Enterprises, LLC. **DATE:** July 1, 2022 2405 N 71st Street

Tampa, FL 33619 **VENDOR NUMBER:** 113698

AGREEMENT NUMBER: 4600004812 BID/QUOTE NUMBER: 6000001449

Title: Herbicides, Adjuvants and Algaecides

**Telephone:** (561) 682-2793

**Agreement Period:** 07/01/2023 thru 06/30/2024

Email: AHansen@sfwmd.gov

District Contact: Kari Hansen

Fax: (561) 682-5992

Vendor Contact: James Boggs **Telephone:** (813) 217-9486 **Mobile:** (863) 557-0076

Delivery: 10 Days, FOB Destination Email: boggsj@helenaagri.com

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff. COMMODITIES

Item	Material	Description	Unit	Price
1	105652	HERB,FREELEXX,2.5GAL	GAL	28.00
2	105612	HERB,CLEARCAST,1GAL	GAL	235.20
3	103862	HERB,TRYCERA,2.5GAL	GAL	83.00
4	105650	HERB,TRYCERA,30GAL	GAL	82.00
5	105004	HERB,STINGRAY,2.5GAL	GAL	375.00
6	100054	HERB,DIQUAT,2.5GAL	GAL	60.00
7	103356	HERB,AQUASTRIKE,2.5GAL	GAL	76.75
8	100056	HERB,HYDROTHOL,191,2.5GAL	GAL	86.70
9	100049	HERB,ENDOTHALL,30GAL	GAL	83.30
10	100069	HERB,ENDOTHALL,20LB	LB	21.50
11	103164	HERB,TRADEWIND,2LB	LB	775.20
12	103870	HERB,TIGR,1LB	LB	334.59
13	105002	HERB,PROCELLACOR SC,135OZ,2BT/CS	CV	8,900.00
14	105590	HERB,PENDULUM AQUACAP,2.5GAL	GAL	52.00

15	103692	ADJ,ACCURACY,1GAL	GAL	35.25
16	105007	ADJ,SUNWET,15GAL	GAL	17.84
17	103381	ADJ,DYNE-AMIC,2.5GAL	GAL	45.00
18	105454	ADJ.INDUCE,2.5GAL	GAL	27.50
19	103167	ADJ,QUEST,2.5GAL	GAL	29.75
20	105712	ADJ,DLZ,2.5GAL	GAL	25.00

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced hid/mote.
3301 Gun Club Road, West Palm Beach, Florida 33406 \* (561) 686-8800 \* 1-800-432-2015 \* www.sfwmd.gov and the District Purchase Order.



#### PRICE AGREEMENT AWARD NOTIFICATION

то Heritage Professional Products Group 2601 W. **DATE:** July 1, 2023

Orange Blossom Trail Apopka, FL 32712

(formally Winfield Solutions LLC)

**VENDOR NUMBER:** 1000000696

AGREEMENT NUMBER: 4600004813 BID/QUOTE NUMBER: 6000001449 Title: Herbicides, Adjuvants and Algaecides District Contact: Kari Hansen

**Telephone:** (561) 682-6757

Fax: (561) 682-5992

**Agreement Period:** 07/01/2023 thru 06/30/2024 Email: AHansen@sfwmd.gov

Vendor Contact: Dharmen Setaram

FOB Destination **Telephone/Mobile:** (407) 670-4094 Delivery: 10 Days of PO Issuance Email: dharmen.setaram@heritageppg.com

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### COMMODITIES

Item	Material	Description	Unit	Price
1	103354	HERB,AQUASWEEP,2.5GAL	GAL	58.45
2	105653	HERB,VASTLAN,2.5GAL	GAL	102.00
3	102832	HERB,GLYPHOSATE,30GAL,RETURN CONT	GAL	52.00
4	103867	HERB,SONAR GENESIS,250GAL	GAL	298.37
5	102560	HERB,FLURIDONE,SONAR ONE,20LBS/PL	LB	35.43
6	102571	HERB,METSULFURON METHYL,4LB	LB	79.98
7	103358	HERB,GALLEON SC,2.5GAL	GAL	2,455.94
8	103845	HERB,PROCELLACOR SC,16.200Z,6BT/CS	BT	3,204.00
9	103843	HERB,METHOD 240SL,2.5GAL	GAL	343.04
10	100046	ADJ,POLYMER,2.5GAL	GAL	28.99
11	100819	ADJ,OIL CARRIER,2.5GAL	GAL	15.98
12	103872	ADJ,BREEZE,2.5GAL	GAL	20.98
13	105657	ALG,GREEN CLEAN,2.5GAL	GAL	18.99
14	105662	ALG,OXIMYCIN,275GAL	GAL	19.98

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and District Purchase Order

#### PRICE AGREEMENT AWARD NOTIFICATION

TO: Nutrien Solutions, Inc.

Mulberry, FL 33860

DATE: July 1, 2023 2100 Moores Lane

**VENDOR NUMBER:** 116153

AGREEMENT NUMBER: 4600004814 BID/QUOTE NUMBER: 6000001449 District Contact: Kari Hansen

Title: Herbicides, Adjuvants and Algaecides

**Telephone:** (561) 682-6757

**Agreement Period:** 07/01/2023 thru 06/30/2024

Email: AHansen@sfwmd.gov

Fax: (561) 682-5992

Vendor Contact: Stephanie Walters

Delivery: 10 days of PO Issuance

**Telephone:** (407) 466-8360

FOB Destination Email: Stephanie.Walters@Nutrien.com

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### COMMODITIES

Item	Material	Description	Unit	Price
1	103860	HERB,WEEDAR 64,2.5GAL	GAL	22.50
2	100777	HERB,IMAZAMOX,1GAL	GAL	190.00
3	102570	HERB,IMAZAMOX,15GAL	GAL	191.00
4	100108	HERB,TRICLOPYR AQ,2.5GAL,3,ACID/GAL	GAL	38.00
5	100779	HERB,TRICLOPYR AQUATIC,30GAL	GAL	37.00
6	103863	HERB,RENOVATE,250GAL	GAL	115.45
7	100802	HERB,TRICLOPYR ESTER,2.5GAL	GAL	50.00
8	101272	HERB,DIQUAT,250GAL	GAL	57.77
9	100048	HERB,ENDOTHALL,2.5GAL	GAL	83.30
10	100825	HERB,IMAZAPYR,2.5GAL	GAL	66.77
11	103355	HERB,AMINOPYRALID-TRICLOPYR,2.5GAL	GAL	57.50
12	105613	HERB,FLUMIOXAZIN,1GAL	GAL	250.00
13	103800	HERB,FLUMIOXAZIN,5LB	LB	32.95
14	103359	HERB,OASIS,2.5GAL	GAL	2,715.34
15	105665	HERB, VELPAR L VU, 2.5 GAL	GAL	74.00
16	105666	HERB, VELPAR L CU, 15GAL	GAL	74.00
17	105006	ADJ,SUNWET,2.5GAL	GAL	17.82
18	100115	ADJ,NU-FILM IR,2.5GAL	GAL	37.65
19	105592	ADJ,MSO WITH LECI-TECH,2.5GAL	GAL	23.50
20	105593	ADJ,MSO WITH LECI-TECH,30GAL	GAL	23.50
21	105594	ADJ,LI-700,2.5GAL	GAL	25.00
22	105651	ADJ,LI-700,15GAL	GAL	25.00
23	105659	ALG,GREEN CLEAN,55GAL	GAL	17.18
24	105660	ALG,OXIMYCIN,2.5GAL	GAL	22.81
25	105658	ALG,GREEN CLEAN,15GAL	GAL	1.25
26	105663	ALG,PHYCOMYCIN,50LB	LB	1.27

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order. 3301 Gun Club Road, West Palm Beach, Florida 33406 \* (561) 686-8800 \* 1-800-432-2045 \* www.sfwmd.gov

#### PRICE AGREEMENT AWARD NOTIFICATION

Red River Specialties, LLC **DATE:** July 1, 2023

1324 North Hearne Ave., Suite 120

Shreveport, LA 71107 VENDOR NUMBER: 106830

AGREEMENT NUMBER: 4600004815 **BID/QUOTE NUMBER:** 6000001449 District Contact: Kari Hansen

Title: Herbicides, Adjuvants and Algaecides

**Telephone:** (561) 682-6757

Agreement Period: 07/01/2023 thru 06/30/2024 Fax: (561) 682-5992

Email: AHansen@sfwmd.gov

Vendor Contact: Dan Roach Mobile: (229) 924-9459

or Chris Kuck (229) 938-9605 Delivery: 10 Days of PO Issuance FOB Destination **Telephone:** (409) 224-9332

Email: Chad.Chambliss@Azelis.com

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### COMMODITIES

Item	Material	Description	Unit	Price
1	103861	HERB,CLEARCAST,15GAL	GAL	235.20
2	100681	HERB,TRICLOPYR ES,MIXED IN OIL,2.5GAL	GAL	48.92
3	100113	HERB,GLYPHOSATE AQUATIC,2.5GAL	GAL	24.98
4	100104	HERB,GLYPHOSATE AQUATIC,30GAL	GAL	24.56
5	100705	HERB,GLYPHOSATE,30GAL	GAL	17.98
6	100809	HERB,IMAZAPYR,15GAL	GAL	69.48
7	100810	HERB,IMAZAPYR,30GAL	GAL	69.48
8	100116	HERB,FLURIDONE,SONAR Q,40LBS	LB	36.79
9	103866	HERB,SONAR GENESIS,1GAL	GAL	298.37
10	105001	HERB,GALLEON SC,1QT	QT	654.75
11	103869	HERB,CLIPPER SC,1GAL	GAL	330.76
12	100087	ADJ,SPREADER,SILICON,SILNET,1GAL	GAL	43.87
13	100083	ADJ,MSO,2.5GAL	GAL	13.28
14	105614	ADJ,MSO,30GAL	GAL	13.00
15	105664	ALG,PAK27,50LB	LB	1.72

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.

3301 Gun Club Road, West Palm Beach, Florida 33406 \* (561) 686-8800 \* 1-800-432-2045 \* www.sfwmd.gov

#### South Florida Water Management District

3301 Gun Club Road
West Palm Beach, FL, 33406
ITB - Invitation To Bid
Herbicides, Adjuvants and Algaecides
ITB -6000001449-0-2023/JD

**Scope of Work:** The purpose of this Request for Bids (RFB) is to solicit bids from responsive and responsible bidders to supply and deliver (F.O.B. Destination) Herbicides, Adjuvants and Algaecides to various District locations for a period of one (1) year. See RFB Specifications, respondent shall list the brand name for each offered item. All products must be authorized for sale and use in the State of Florida.

**Ordering Instructions:** This package can be downloaded from DemandStar Corporation on our website at https://www.demandstar.com.

#### **Document Cost:**

**Due Date/Time:** 6/7/2023 2:00:00 PM Eastern South Florida Water Management District

Contact: Jennifer Dollar SBE PROGRAM SPECIALIST Phone: 5616826203

PUBLISH Palm Beach Post 05/12/2023 PUBLISH Sun Sentinel 05/12/2023

**DemandStar Corporation** 

### The Palm Beach Post

### **Bids & Proposals**

O<sub>r</sub>iginally published at palmbeachpost com on 05/12/2023

REQUEST FOR BIDS (REB)

N<sub>o</sub> 6000001449

H<sub>er</sub>bi<sub>c</sub>id<sub>es</sub> Adj<sub>uvants</sub> and

Algaecides

The Procurement Bureau of the South Florida Water Management District, B\_1 Building,

3301 Gun Club Road, West Palm Beach, Florida 33406, will receive seafed bids up to

2:00pm opening time on Wednesday, June Z, 2023 for respondents to furnish and deliver

Herbicides Adjuvants and Algaecides to various Pistrict locations

All bids must conform to the instructions in the RFB. Interested respondents may obtain a copy of the complete RFB (1) by downloading the solicitation from our website at www.sfwmd gov/procurement; (2) by calling (561) 682\_2011. Further information on the status of this solicitation can be obtained on our web site \_ www.sfwmd gov/procurement.

May 12\_2023 #8816177



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR BIDS (RFB)

South Florida Water Management District

Attn: Procurement Bureau B-1 Building, 2<sup>nd</sup> Floor West

3301 Gun Club Road

West Palm Beach, FL 33406

Note: Hand delivered bid packages may be dropped off in the B-

1 Building Lobby, 1st Floor

Number: 6000001449 Issue Date: May 12, 2023

Title: Herbicides, Adjuvants and Algaecides

Purpose: The purpose of this RFB is to solicit bids from responsive and responsible bidders to supply and deliver (F.O.B. Destination) Herbicides, Adjuvants and Algaecides (see Attachment 4A, 4B & 4C, pages 1-14) to various District locations (See Part 4, Additional Requirements) for a period of one (1) year.

A more complete description of the technical specifications can be found in Attachment 4A, 4B & 4C of this RFB.

**Inquiry Period:** 

May 12, 2023 to May 24, 2023

Inquiries may be made between the hours of

8:00 AM and 5:00 PM weekdays.

Direct All Inquiries to:

Procurement: Kari Hansen, Senior Purchasing Specialist

**Telephone No: (561) 682-6757** 

E-Mail: AHansen@sfwmd.gov

Fax No: (561) 682-5992

Note: All technical inquiries must be submitted in writing via Fax or E-Mail.

#### **Deadline for Bid Submission:**

JUNE 7, 2023 at 2:00 P.M.

1 Original and 1 Electronic Copy (USB) to be Submitted

#### ALL RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE OR BOX

Confirmation of timely receipt may be made by calling (561) 682-2011

Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.

#### This RFB is Comprised of a Response Checklist and 4 Parts:

- Part 1. General Guidelines and Information
- Part 2. Instructions for Preparing Responses
- Part 3. Compliance Disclosure Form
  - & Statement of No Suspension Form
- Part 4. Additional Requirements

#### **Attachments:**

- 1. Statement of No Response
- 2. Sample Purchase Order
- 3. Drug Free Workplace Certification
- 4. Specifications (4A, 4B & 4C)

#### REQUEST FOR BID RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the Respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your bid package is complete, please review the following items to confirm that they have been addressed and are enclosed. There is <u>no</u> requirement to return this checklist with your bid package.

Have you met the bid submission deadline established in the solicitation?					
Have you submitted the required number of complete copies of the bid and is one of them marked "Original"?					
Does the Original contain all required documentation to meet the responsiveness and responsibility requirements?					
Have you attached a completed and signed Compliance Disclosure Form?					
Have you attached a signed Drug Free Workplace Certificate?					
Have you provided and submitted the required material safety data sheets (MSDS) and labels for all products offered on a USB flash drive?					
Have you received notice of any citations and/or violations of environmental regulations?					

## PART 1 GENERAL GUIDELINES AND INFORMATION

#### 1.1 DEFINITIONS

"RFB". A Request for Bids, which is a written Solicitation for sealed competitive bids in which price is the primary selection criterion.

"Bidder" or "Respondent". All contractors, consultants, organizations, firms or other entities submitting a Response to this RFB as a prime contractor.

"Bid" or "Response". The written Response to this RFB offering to provide the specified commodities and/or services. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Bids, Request for Proposals or Request for Quotes. The District may also solicit Responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and another party.

#### 1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to safeguard and restore South Florida's water resources and ecosystems, protect our communities from flooding, and meet the region's water needs while connecting with the public and stakeholders.

#### 1.3 <u>INVITATION</u>

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the District's anticipated needs.

## 1.4 <u>COMPLIANCE DISCLOSURE FORM & STATEMENT OF NO SUSPENSION FORM</u>

The *Compliance Disclosure Form*, attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent.

If the Compliance Disclosure Form and Statement of No Suspension Form is not submitted as part of the Respondent's bid package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements (refer to Part 2). The Compliance Disclosure Form and Statement of No Suspension Form are attached to Part 3 of this Solicitation.

#### 1.5 <u>PUBLIC ENTITY CRIMES/</u> DISCRIMINATORY VENDOR LIST

Any Respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of section 287.133, Florida Statutes or section 287.134, Florida Statutes, respectively. The District, in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### 1.6 SCRUTINIZED <u>COMPANIES</u>

Respondent certifies that it is not listed on either 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. The Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be subject to 287.135, Florida Statutes, and subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Respondent.

#### 1.7 <u>LOBBYING</u>

Respondents or its agents may only contact the Purchasing Specialist identified on the cover page of this Solicitation regarding any issues arising out of this Solicitation, including but not limited to the selection process, negotiation, and award. The Respondent or its agents must not contact any other District employee, board member, or agent. This provision applies from the release of the Solicitation through the end of the 72-hour period following the District posting of the notice of intended award. If a Respondent or its agents violate this provision the District may reject their response.

# 1.8 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF DISTRICT CONTRACTS

Pursuant to Rule 40E-7.218 Florida Administrative Code, the District's Governing Board, upon recommendation by the Procurement Bureau Chief, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District. Any bid submitted by a Respondent, its proposed subcontractors or subconsultants who are included on the District's Suspension List shall not be considered for review.

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In addition, the principals of any Respondent or its proposed subcontractors or subconsultants shall not attempt to do business with the District under a different name or form a new legal entity in order to do business with the District while the principals of the Respondent or its proposed subcontractors or subconsultants remain on the Suspension List.

In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the District. The District, in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### 1.9 SUBCONTRACTOR PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District supports diversity in its contracting opportunities and requests that all subcontracting opportunities afforded by this Solicitation embrace diversity enthusiastically.

#### 1.10 <u>POINTS OF CONTACT</u> TIMETABLE FOR INQUIRIES

Respondents shall contact the Purchasing Agent, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail. Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/Contract Opportunities Calendar).

#### 1.11 <u>ORAL REPRESENTATIONS</u>

No oral representations made by District staff shall be binding. The contents of this RFB and any subsequent addenda issued by the District shall govern all aspects of this Solicitation.

#### 1.12 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for Response submission), the District will post written addenda on the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/ Contract Opportunities Calendar) at least seven (7) calendar days before the deadline for Responses. The District may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/Contract Opportunities Calendar). All addenda placed on the District's web site can be downloaded.

#### 1.13 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this Solicitation and/or re-advertise and re-solicit at any time if the District determines it is in its best interest.

#### 1.14 <u>SOLICITATION DOCUMENTS</u>

If a potential Respondent protests any provisions of the Solicitation documents, a notice of intent to protest shall be filed with the District in writing within seventy-two (72) hours (excluding weekends and District observed holidays) after the posting of the Request for Bids and/or posting of any written addenda on the District's web site (<a href="https://www.SFWMD.gov/Procurement">www.SFWMD.gov/Procurement</a>, select Current Solicitations/ Contract Opportunities Calendar).

The formal written protest shall be filed within 10 days after the date that the notice of intent to protest is filed. Any Respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under the applicable sections of Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security must be timely filed with the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (email) with the Clerk's Office clerk@sfwmd.gov. Filings by facsimile will not be accepted. A Respondent who files a document by email is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the District Clerk as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by email is the date the District Clerk receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

#### 1.15 PRICING

All pricing provided in the Respondent's bid shall be firm and inclusive, including all handling, setup, packaging, shipping and inside delivery charges to the destination set forth herein unless otherwise indicated. Responses indicating "price in effect at time of shipment" are considered invalid and will be rejected.

<u>Similar Prices</u>. The Respondent, in submitting this bid, warrants that the prices at which the same goods are sold in approximately similar quantities under similar terms and conditions to any other purchaser.

<u>Unit Prices</u>. Unit prices must be indicated on the Attachment 4A, 4B & 4C. Where there is an error in the extension of price, the unit price prevails. <u>The Unit Price shall not be more than two (2) decimal places.</u>

<u>F.O.B. Place of Destination</u>. All prices shall be Free on Board (F.O.B.) Place of Destination.

#### 1.16 <u>WARRANTY</u>

The Respondent warrants that the goods offered for sale to the District are fit for the purposes for which such goods are typically used. If the District has informed the Respondent of the particular purpose for which it intends to use the goods, the Respondent recognizes that the District will rely upon the Respondent's skill and judgment to select suitable goods in Response to this Solicitation. The Respondent further warrants that the title of all items is good, that the goods can be transferred and that there are no liens or encumbrances against the title of any items at the time of bid submittal, unless so specified in the Response. The Respondent shall specify any express warranties applicable to the items included in the bid.

#### 1.17 GOODS CONDITION AND PACKAGING

Unless otherwise stated in the specifications or the Solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods, which are the current standard production model available at the time of the Response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged must bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, contract or purchase order number and any other markings required by the specifications or other acceptable means of identifying the contractor and contract or purchase order number.

#### 1.18 <u>MANUFACTURER'S NAME AND</u> <u>APPROVED EQUIVALENTS</u>

Manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for the purposes of establishing quality level and prominent physical, functional or other characteristics of the named products which are essential to meet the District's needs. Brand name must be offered where designated on the specification.

#### 1.19 RECYCLING

A key element of the District's mission is environmental protection and enhancement. In furtherance of this mission the District encourages the Respondent to provide recyclable materials, if possible and if the materials are reasonably cost competitive.

#### 1.20 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered in the Solicitation prior to their delivery, it is the responsibility of the successful Respondent to notify the District at once, indicating the specific regulation requiring a contract alteration. The District reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the District.

#### 1.21 SAMPLE PURCHASE ORDER

The Respondent understands that this Solicitation or the Response shall not constitute a Contract with the District. No contract is binding or official until Responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and an official Purchase Order is issued. A sample Purchase Order is attached to this Solicitation. The District anticipates that the final official Purchase Order will be in substantial conformance with the sample Purchase Order. Nevertheless, Respondents are advised that the District may make minor deviations to the sample Purchase Order. The District will not consider any changes to Purchase Order terms and conditions. Any deviations from the sample Purchase Order will result in the respondent being deemed non-responsive.

#### 1.22 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Response to this Solicitation. All information in the Response shall be provided at no cost to the District.

#### 1.23 TAX EXEMPT STATUS

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

#### 1.24 <u>RESPONSE SUBMISSION AND OPENING</u>

All Responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The Response shall identify the Solicitation number and title specified on the cover page of this Solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The District assumes no responsibility for Responses not properly marked. The District cautions Respondents to assure actual delivery of Responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Bureau in the District's B-1 Building, 2nd Floor West prior to the deadline for Responses. The District will not accept Responses delivered after the established deadline.

If the Response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements (refer to Part 2, Tab A).

Receipt of a Response by any District office, receptionist or personnel other than the Procurement Bureau will not constitute "delivery" as required by this Solicitation. <u>Telephone confirmation of timely receipt</u> of the Response should be made by calling (561) 682-2011 before the opening time of the Responses. The District will not accept or consider Responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

#### 1.25 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a bid to the District.

#### 1.26 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Response by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the District, and will not be returned to Respondents even when they are withdrawn from consideration. Responses, once opened, shall not be modified.

#### 1.27 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to Compliance Disclosure Form, Part 3), and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the District, pursuant to the applicable sections of Chapter 119, Florida Statute, for public disclosure of proprietary property of the Respondent, the District shall advise the Respondent of such request and it shall be the Respondent's sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the party requesting the public records.

Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the Response opening, whichever is earlier. In the event the District rejects all bids in accordance with section 1.21 and concurrently notices its intent to reissue the Solicitation, Responses will be made available after the District posts notice of its decision or intended decision concerning awards for the reissued Solicitation., or until the District withdraws the reissued Solicitation. Responses to a Solicitation cannot remain exempt for longer than 12 months after the initial notice rejecting all bids.

#### 1.28 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject all bids. Further, the District may deem a bid non-responsive (refer to Part 2, Tab A) or non-responsible (refer to Part 2, Tab B). Minor irregularities contained in a Response may be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the District.

Note: If a bid is deemed non-responsive or if a Respondent is deemed non-responsible by the District after initial review of the bid submissions, the opportunity for a Respondent to submit a notice of intent to protest will occur at the time of the official posting of the results, as set forth in Part 1.29.

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to this Solicitation. Bids will be considered irregular if, for example, they show omissions, unauthorized alterations of form, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. Unbalanced unit prices, either in excess of or below the reasonable cost analysis values, or incomplete unit prices, may be considered an irregularity. Bids containing material irregularities as determined by the District may be rejected by the District. The District's basis for rejecting any bids shall not be arbitrary or capricious.

#### 1.29 <u>FORMAL AUTHORIZATION TO PROCEED</u> <u>WITH NOTICE OF INTENT TO AWARD</u>

In compliance with Chapter 120 of the Florida Statutes, the official *Notice of Intent to Award* will be posted on the District's web site (www.SFWMD.gov/Procurement, select Official Awards). The District also will post the results at the Procurement Bureau in the District's B-1 Building, 2<sup>nd</sup> Floor West, 3301 Gun Club Road, West Palm Beach, Florida to communicate intended award decisions. This notice will remain posted for a period of seventy-two (72) hours (excluding weekends and District observed holidays).

If a Respondent intends to protest the District's official notice, the Respondent shall file Notice of Intent to Protest in writing within 72 hours after posting of the Notice of Intent to Award and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any Respondent who files a Formal Written Protest pursuant to Chapter 28-110, Florida Administrative Code and section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under the applicable sections of Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security must be timely filed with the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (email) with the Clerk's Office at clerk@sfwmd.gov. Filings by facsimile will not be accepted. A Respondent who files a document by email is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the District Clerk as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by email is the date the District Clerk receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

#### 1.30 AWARD

The District anticipates awarding a purchase order to the responsible entity that submits the lowest responsive bid. The District reserves the right to make award(s) by individual commodities and/or services, groups thereof, all or none or any combination thereof unless otherwise stated in the bid specifications. When a group of items is specified, all items within the group must be bid. However, if Respondents do not bid all items within a group, the District reserves the right to award on an item by item basis.

<u>Tie Bids</u>: In the event of ties as to the lowest responsive bid and responsible bidder, the contractor shall be selected based on the following order of preference: (1) a university within the Florida State University system, pursuant to Section 373.63, Florida Statutes, (2) a business which has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes, and (3) an entity chosen by random selection.

<u>Bid Confirmation</u>: The District reserves the right to request a written confirmation of the bid and additional information relating to the bidder's responsibility prior to awarding a contract. Failure of the bidder to confirm the bid within seven (7) calendar days from the date of the District's request may render the bid non-responsive and will entitle the District to award the contract to the next lowest responsive/responsible bidder. The District also reserves the right to cancel this RFB at any time and/or to solicit and re-advertise for other bids.

#### 1.31 <u>USE BY OTHER FLORIDA GOVERNMENTAL</u> <u>ENTITIES</u>

This solicitation and resulting contract(s) may be requested for use by other government entities pursuant to the terms and conditions of the contract. Respondent may provide goods or services to these governmental entities which include other water management districts, state of Florida agencies,

universities, counties, school boards, municipalities, special districts and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

### PART 2 INSTRUCTIONS FOR PREPARING RESPONSES

#### RESPONSE FORMAT AND CONTENTS

Bids shall be submitted on the *Compliance Disclosure Form* (Part 3) and must be signed by the bidder's authorized representative. Bidders must bid on all items listed. Failure to do so may render the bid non-responsive. In order to facilitate District review, Responses should be organized in the following sequence and include tabbed sections as set forth below:

Tab A. Responsiveness Conditions

Tab B. Responsibility Documentation

A Response checklist is attached to this Solicitation to facilitate final review of bid format and content. The checklist is provided for the convenience of the Respondent and is <u>not</u> required to be returned with the Respondent's bid.

#### **Tab A.** Responsiveness Conditions

Each bid shall be reviewed for responsiveness in accordance with the following conditions. If a Respondent fails to satisfy these conditions, the bid shall be deemed non-responsive by the District and not considered for further review:

- (1) Timely submission of the bid (refer to Part 1.24)
- (2) Compliance Disclosure Form (refer to Part 1.4 & Part 3)
- (3) Statement of No Suspension Form (refer to Part 1.4 & Part 3)

#### Tab B. Responsibility Documentation

The District shall review each bid for responsibility in accordance with the following conditions. If, at the time of bid submission, a Respondent fails to produce evidence to demonstrate compliance with the insurance requirements noted below (if applicable for this Solicitation), the Respondent shall within three (3) business days of notification by the District produce evidence that such documentation was in effect at the time of bid submission. If the District does not receive such evidence within this timeframe, the District shall deem the Respondent non-responsible for this Solicitation and its bid will not be considered for further review.

#### (1) Evidence of Insurance Coverage Not Applicable

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage as an attachment to the Response. Respondents may fulfill this requirement by having their insurance agent either (a) complete and sign an insurance certificate which meets the insurance requirements attached to this Solicitation, or (b) issue a letter on the insurance agency's stationery stating that the Respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Respondent that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the Respondent is a self-insured entity, the Respondent shall provide evidence of self-insurance for District's review and approval. Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the Response and rescission of any ensuing contract. If awarded a contract as a result of this Solicitation, the Respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in the insurance requirements attached to this Solicitation.

#### **Supplemental Responsibility Review**

#### (2) Past Performance

The District reserves the right to consider a Respondent's history of citations and/or violations of environmental regulations in determining responsibility. If requested by the District, the Respondent shall submit a complete history of all citations and/or violations notices and dispositions, thereof, if any. The Respondent is required to notify the District immediately of notice of any citations or violations which it receives after the Response opening date and during the time of performance under any ensuing contract award.

#### (3) Convicted Vendor List, Discriminatory Vendor List and, District's Suspension List

The District will review the following to determine whether the Respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with section 287.134, Florida Statutes;
- State of Florida's Scrutinized List of Prohibited Companies;
- District's Suspension List for material breach of a District contract in accordance with Rule 40E-7.218 Florida Administrative Code.

The District shall find non-responsible any Respondent, or any of their suppliers, subcontractors, or subconsultants who are currently debarred or suspended, or whose name appears in any of the lists above.

#### (4) Dun & Bradstreet Report

The District may request a Dun and Bradstreet (D&B) report to determine whether or not the Respondent is financially stable to meet the requirements of any ensuing contract award.

# PART 3 COMPLIANCE DISCLOSURE FORM (Page 1 of 3) SOLICITATION NO.: 6000001449

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Procurement Bureau Chief may terminate the contract resulting from this Solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

#### A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the Respondent is operating for this Response:					
If applicable, previous business names under which the Respondent has operated within the past three (3) years from Response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D. Number:	Email Address	s:			
Telephone Number: ( )	Fax Number:	( )			
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Agree to Extend Prices to Other Governmental Agencies?	□ Yes □	No			
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				( )	

#### **B.** Statements of Material Representation

The Respondent, by signing on page three (3) of this Compliance Disclosure Form, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

- 1. Is temporarily or permanently on the District's Suspension List.
- 2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
- 3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
- 4. Is on the State of Florida's Scrutinized List of Prohibited Companies.
- 5. Has lobbied, either individually or collectively, the District's Governing Board members or other District employees for any purpose in connection with this Solicitation which may influence the outcome of the selection process.
- 6. Has employed or retained any person or company to solicit or obtain a contract resulting from this Solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this Solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.
- 7. Bidder represents that no actual or potential conflict of interest exists, directly or indirectly, with respect to the services to be provided in connection with this Solicitation.

# COMPLIANCE DISCLOSURE FORM (Page 2 of 3) SOLICITATION NO.: 6000001449

#### C. Additional Representations

- 1. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District's website (www.SFWMD.gov/Procurement, select Current Solicitations/Contract Opportunities Calendar).
- 2. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of 150 calendar days from the date specified in the Solicitation for receipt of bids.

3.	Respondent represents that proprietary information, if any, is identified on the following pages of the bid:
	<del></del>

- 4. Respondent, as bidder, hereby declares that the only person(s) interested in the bid as principal or principals is or are named herein and no other person other than herein mentioned has interest in this bid or in any contract pursuant to this bid.
- 5. Respondent further declares that the specifications for the work and all contractual documents relative thereto have been examined and all the provisions furnished have been read prior to the opening of bids; and that the Respondent is satisfied relative to all services to be performed and/or items to be furnished.
- 6. If the bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto shall be binding upon the parties. The undersigned agrees, upon acceptance, to execute a contract with the District as a written memorial and formalization of said bid provisions and matters relative thereto; to furnish all necessary evidence of required insurance and bonds and to provide the specified services and/or items within the timeframe specified in this Request for Bids (RFB).
- 7. Upon request by the District and prior to award of a contract/purchase order, the undersigned Bidder hereby agrees to provide an estimate of the number of jobs that will be created as a result of the work to be performed in accordance with the bid specifications.
- 8. Delivery of all products is required within TEN (10) days after receipt of a purchase order.
- 9. The Respondent, if awarded a contract, may extend the unit prices specified to other governmental entities. Nothing contained herein shall be construed to prevent other governmental entities from "piggybacking" this Contract.
- 10. BID See RFB Specifications, Attachment 4A, 4B & 4C, pages 1 through 14. Products offered that do not meet RFB specifications will be deemed non-responsive.
- 11. Respondent shall list the brand name for each offered item. All products must be authorized for sale and use in the state of Florida.
- 12. Items must be approved and labeled as follows:
  - a. EPA Label Aquatic for aquatic weed control in irrigation conveyance canals.
  - b. EPA Label Wetland Sites for wetland sites in production forests.
  - c. EPA Label Non-Crop for industrial non-crop areas.
  - d. Florida SLN for Florida special local needs.
- 13. Unit prices must include delivery to assigned field station(s) or designated treatment location(s) and shall be valid for a contract period of one (1) year.
- 14. The item quantities provided in Attachment 4A, 4B & 4C Specification are estimates only and are not intended to represent actual purchase amounts in the event of award.

# COMPLIANCE DISCLOSURE FORM (Page 3 of 3) SOLICITATION NO.: 6000001449

#### D. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage for one or more bidders/proposers over other bidders/proposers. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State's Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District's attention even if this occurs after award of a contract to the respondent.

Respondent acknowledges and understands that all three (3) pages of this Compliance Disclosure Form must be complete, attached to the bid and timely filed or the respondent will be deemed non-responsive to the requirements of this solicitation.

Name and Title of Individual Authorized to Bind the Respondent:					
Name					
Title					
Signature					
Date					

# **Statement of No Suspension Solicitation No. 6000001449**

The respondent signifies, by signing below, to the best of its knowledge and belief, that:

l.	The respondent and/or any of its Principals:
	<ul> <li>(a) Are ( ), are not ( ) presently temporarily suspended or declared ineligible for award of contracts by the South Florida Water Management District (District);</li> <li>(b) Are ( ), are not ( ) presently permanently suspended or declared ineligible for award of contracts by the District;</li> <li>(c) Are ( ), are not ( ) presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any federal agency; and</li> <li>(d) Are ( ), are not ( ) aware of any proposed team member (subcontractor or subconsultant) that is presently temporarily or permanently suspended or declared ineligible for award of contracts by the District.</li> </ul>
2.	"Principals" for the purposes of this statement, are defined as sole proprietor, partner, owner, officer or director of a contracting entity.
3.	The respondent shall provide immediate written notification to the Procurement Bureau Chief if, at any time prior to contract award, the respondent learns that its statement was erroneous when submitted or has become erroneous by reason of changed circumstances.
4.	This statement is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the respondent knowingly rendered an erroneous statement, in addition to other remedies available to the District, the Procurement Bureau Chief may terminate the contract resulting from this solicitation for default.
	Name of Respondent Signature of Authorized Individual Date

## PART 4 ADDITIONAL REQUIREMENTS

#### 4.1 FIELD STATION LOCATIONS

Big Cypress Basin 3875 City Gate Blvd., N. Naples FL 34117

Clewiston Field Station 2425 Hookers Point Road Clewiston FL 33440

Ft. Lauderdale Field Station 2535 Davie Road Davie FL 33317

Homestead Field Station 2195 NE 8th St Homestead FL 33033

Miami Field Station 9001 NW 58th Street Miami, FL 33178

Okeechobee Field Station 1000 NE 40th Avenue Okeechobee, FL 34972

St. Cloud Field Station 3080 Old Canoe Creek Road St. Cloud, FL 34769

West Palm Beach Field Station 801 Sansburys Way West Palm Beach FL 33411

#### 4.2 PURCHASE PERIOD

The purchasing period for the specified herbicides and adjuvants begins on/or about July 1, 2023 and ends one (1) year later on/or about June 30, 2024.

#### 4.3 ALTERNATE OR EQUIVALENT PRODUCTS

Alternate or equivalent products may be tested prior to approval for use by the District. It is the responsibility of the bidder offering such an alternate or equivalent product to provide the District with an adequate quantity of testing material for a sufficient period of time to allow an efficient demonstration at no cost to the District or its employees, and to create no delay in the award of this bid or any future bid during the testing

period. Proper specimen labeling and material safety data sheets, any applicable forms required by the U.S. Department of Labor O.S.H.A., must accompany all products to be evaluated.

#### 4.4 DELIVERY REQUIREMENTS

Items must be delivered within TEN (10) calendar days of receipt of the purchase order. Delivery time (calendar days) includes Saturdays, Sundays, and holidays. Delivery time is computed in calendar days from the issuance date of the contract. In calculating the number of calendar days from the order date, and if the delivery date falls on a Saturday, Sunday or holiday, delivery is to be made not later than the next succeeding business day.

Unless otherwise stipulated, delivery hours are between 9:00 a.m. and 2:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements.

All deliveries by the bidder's fleet or common carrier are to be palletized and secured by proper banding and/or wrap material to prevent shipping, unloading or handling accidents. District personnel are not allowed on delivery trucks to re-arrange shipments. All labor and/or equipment to make shipments accessible by the District field station forklift is the responsibility of the bidder's fleet or common carrier. The District reserves the right to refuse any delivery that does not meet this requirement at no cost to the District or its employees. The District is not responsible for any accident or spillage while chemicals are in transit to their designated receiving points and until actual delivery is taken and accepted by the District.

#### 4.5 SPECIMEN LABELS

One (1) complete set of specimen labels and any supplemental labeling covering the items offered should accompany all bids. Each label must carry the appropriate EPA registration number(s) for the material specified. The latest Material Safety Data Sheets should also be included with the bid. Failure to provide specimen labels and MSDS may result in the bid being deemed non-responsive. Required information must be provided on a USB flash drive.

#### 4.6 PACKAGING

Closed-systems containers are preferred where available but are not required.



# ATTACHMENT 1 STATEMENT OF NO RESPONSE SOLICITATION NO. 6000001449

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect <u>not</u> to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

be indicated below and this form returned to: Procurement Bureau South Florida Water Management District P.O. Box 24680, West Palm Beach, FL 33416-4680 Fax Number: 561-681-6275; AHansen@sfwmd.gov **REASONS:** 1. Do not offer this product/service or an equivalent. 2. Schedule would not permit. 3. Insufficient time to respond to solicitation. Unable to meet specifications/scope of work. 4. 5. Specifications "too tight" (i.e. geared to specific brand or manufacturer). 6. Specifications not clear. 7. Unable to meet bond and/or insurance requirements. 8. Solicitation addressed incorrectly, delayed in forwarding of mail. 9. Other (Explanation provided below or by separate attachment.) Explanation: The District may delete the names of those persons or businesses who fail to respond to three (3) solicitations and who fail to return this Statement, including reason(s) for non-response. Desire to receive future District solicitations? Yes No COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_\_ TITLE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_) DATE: \_\_\_\_



### **ATTACHMENT 2 SAMPLE PURCHASE ORDER**

ŏ PURCHASE ORDER: THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES AND CORRESPONDENCE Page PRICES QUOTED INCLUDE SHIPPING CHARGES UNLESS OTHERWISE STIPULATED BELOW FOB DESTINATION ORDER DATE: PURCHASING AGENT: PAYMENT TERMS: CONFIRMING:

SHIP TO:

South Florida Water Management District

Send all invoices in PDF format to APInvoices@sfwmd.gov

FL Sales Tax Exemption #85-8013149859C-9 Federal Tax Exempt #59-74-0072K

NOTE: - Prices displayed govern the purchase order transaction.
- Early payment discount invoices receive priority handling

- The attached Purchase Order terms & conditions, pages 1 through 2 apply

Extension **Grand Total** Unit Price Unit LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT Delivery Date Quantity Material/Description Item

Authorized Agent
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
An Equal Opportunity Employer – M/F/H/V

Vendor:

#### **PURCHASE ORDER TERMS AND CONDITIONS**

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations. Vendor shall coordinate directly with the District Project Manager on all engagements with the media, stakeholders, elected officials, and the public regarding the work Vendor is doing for the District. At no time should Vendor or Vendor's sub-consultants invite guests to District premises without written authorization by the District.

INVOICES AND PAYMENTS. The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoice shall reference the DISTRICT's PURCHASE ORDER number and a pdf copy of this invoice shall be emailed to APInvoice@sfwmd.gov. The pdf shall be at a resolution of no less than 300 dpi and the pdf file shall be named with the VENDOR's name and the PO number. If email or pdf filling is not possible, the VENDOR may mail the invoice to ACCOUNTS PAYABLE, South Florida Water Management District, PO Box 24682, West Palm Beach, FL 33416-4682. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may be submitted electronically via e-mail or fax. The time at which payment shall be due from the DISTRICT shall be thirty (30) days from receipted of a proper invoice and acceptance of deliverables.

INDEMNIFICATION. The VENDOR will fully defend, indemnify, save, and hold the DISTRICT, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees, arising out of or in any way related to this PURCHASE ORDER. The VENDOR is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the termination or expiration of this PURCHASE ORDER.

TERMINATION FOR DEFAULT. In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the PURCHASE ORDER. If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover reprocurement costs in addition to all other remedies under law and/or equity.

TERMINATION FOR CONVENIENCE. The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential days, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

RECORDS RETENTIONAUDIT. The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

NONDISCRIMINATION. The VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The VENDOR shall take all measures necessary to effectuate these assurances.

PUBLIC ENTITY CRIMES/SDN LIST. The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or any affiliate of the VENDOROR has been convicted of a public entity crine or has been placed on the discriminatory vendor list, and if the VENDOROR passed since placement on one of either of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

<u>PUBLIC ACCESS.</u> The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561)682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV OR MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

<u>DISTRICT'S TAX EXEMPTION.</u> The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

ASSIGNMENT/GUARANTOR. The VENDOR shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the DISTRICT's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

FORCE MAJEURE. Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

AMENDMENTS. This Purchase Order may be amended or rescinded only with the written approval of the parties hereto

ORDER OF PRECEDENCE. Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to drawings descriptions sample(s)

ENTIRE AGREEMENT. This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

#### ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:

COMPLIANCE. The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAWIVENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justicable in federal court.

DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING. All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

SHIPMENT UNDER RESERVATION PROHIBITED. VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

<u>DELIVERY TERMS & TRANSPORTATION CHARGES.</u> Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

VENDOR TO PACKAGE GOODS. VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

PRICES QUOTED. The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

DISTRICT'S RIGHT TO CANCEL. The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s)

<u>VENDOR NOT TO LIMIT WARRANTY.</u> The VENDOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

TERMS/PROVISIONS, Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

#### ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:

STATEMENT OF SERVICES. The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PURCHASE ORDER and incorporated herein. As part of the services to be provided by the VENDOR under this PURCHASE ORDER, the VENDOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference materials and research notice to formulate its opinions and testimony and this requirement shall survive the expiration or termination of this PURCHASE ORDER. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event VENDOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the VENDOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form. It is the VENDOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the PURCHASE ORDER and the Statement of Work attached heretor. The VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT may provide additional guidance and instructions to the VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT.

COMPENSATION/CONSIDERATION. The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT ones not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expenditure of the current funding, notwithstanding other provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

INSURANCE. The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance with the above requirements.

OWNERSHIP. The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

COMPLIANCE/LICENSES. The VENDOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAWIVENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

INDEPENDENT CONTRACTOR. The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the PURCHASE ORDER. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR and the VENDOR and the VENDOR and the VENDOR is responsible for submitting legally required returns to the Federal Government.

SEVERABILITY. Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, to the extent that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PURCHASE ORDER.

**DISPUTES.** In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

IMMIGRATION. The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the DISTRICT. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the DISTRICT. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

CHANGE IN PERSONNEL. The DISTRICT may at any time and at its sole discretion request that the VENDOR replace any VENDOR personnel provided by the VENDOR to work on this PURCHASE ORDER if the DISTRICT believes that it is in the best interest of the DISTRICT to do so. The DISTRICT may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the DISTRICT written request for a change of personnel. The VENDOR will place the above language in any contract that it has with subcontractors. The VENDOR will enforce the replacement of subcontractor personnel upon a request by the DISTRICT.

BACKGROUND CHECKS. The VENDOR shall conduct thorough background checks for all of the VENDOR's employees or hired workers who will be working on any DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION". After reviewing the results of the background check, the VENDOR's sassessment of its employees or hired workers suitability to be hired for the position(s) sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR's assessment of its employees or hired workers suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities, the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with it subcontractors and is responsible for its enforcement.

FINGERPRINTING. In the event the project or work under this PURCHASE ORDER requires that the VENDOR or subcontractor employees or other authorized agents have unrestricted access to one or more DISTRICT critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. In a VENDOR or subcontractor's employees or other authorized agents have unrestricted access. In a VENDOR or subcontractor's employees or other authorized agents will only have access to DISTRICT representative access to DISTRICT representative will notify VENDOR when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at DISTRICT headquarters as soon as practicable after the VENDOR is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau or Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the DISTRICT. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a DISTRICT critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

MARKETING. VENDOR may use the DISTRICT's name in marketing materials for the purpose of publicizing contract awards, however, VENDOR is prohibited from obtaining affirmations from DISTRICT staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the VENDOR as well as the products and/or services offered by the VENDOR. The DISTRICT, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. VENDOR is strictly prohibited from releasing any statements to the media regarding work performed under this PURCHASE ORDER without the review, and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however, such approval will not be unreasonably withheld.

EMPLOYMENT BENEFITS. VENDOR expressly understands and agrees that VENDOR, its officers, agents, and employees, are not entitled to any employment benefits from the DISTRICT. VENDOR expressly and voluntarily waives and agrees not to make any claim to participate in any of the DISTRICT's employee benefits or benefit plans should VENDOR or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the DISTRICT. In the event VENDOR is self-employed, VENDOR expressly represents that VENDOR is an independent VENDOR and hereby waives any entitlement to overtime or other benefits that VENDOR may be entitled to receive should VENDOR be adjudicated for any reason to be an employee of the DISTRICT.

STOP WORK ORDER. The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such be DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.

IDENTIFICATION BADGE. In the event that the DISTRICT provides the VENDOR with an identification badge to access any DISTRICT office, structure or Right-of-Ways through its badge access system, VENDOR will use its best efforts to safeguard the identification badge throughout the period of performance of this contract/purchase order. VENDOR shall be required to return the identification badge to the DISTRICT's Security Office immediately upon completion of work or termination of its contract/purchase order with the DISTRICT. Should the VENDOR lose the identification badge provided by the DISTRICT, VENDOR shall immediately report the loss to the DISTRICT DISTRICT will determine, at that time, if a replacement identification badge may be reissued. The VENDOR will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement. Repeated loss of identification badge upon completion of work or termination of its contract/purchase order with the DISTRICT, shall result in VENDOR breach of its contract/purchase order and/or may be used as a basis for deeming the VENDOR as non-responsible in conjunction with bid or proposal submissions. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

\* \* \*

# ATTACHMENT 3 SOLICITATION NO. 6000001449

#### **Drug-Free Workplace Certification**

In accordance with Section 287.087, Florida Statutes, in the event of a tie bid, preference must be given to a business which has implemented a drug-free workplace program. This requirement affects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

<u>IDENTICAL TIE BIDS</u> - Preference to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1) notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

	Company Name
By:	
	Authorized signature

## ATTACHMENT 4A - SPECIFICATION HERBICIDES

Item	Common Name (Brand Name in bold if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
1	Weedar 64	2.5 gallon	3.8 lb acid/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt	EPA label Aquatic	Weedar 64	\$/ per gallon
2	2,4D	2.5 gallon	3.8 lb acid/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt	EPA label Aquatic		\$/ per gallon
3	2,4D	15 gallon	3.8 lb acid/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt	EPA label Aquatic		\$/ per gallon
4	Freelexx	2.5 gallon	3.8 lb acid/gallon	2,4-Dichlorophenoxyacetic acid, choline salt	EPA label Aquatic	Freelexx	\$/ per gallon
	Estimated 2,000 gallons for i	tems 1, 2, 3, & 4					
5	Aqua Sweep	2.5 gallon	2.78 lb acid/gallon 1.07lb/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt 3,5,6-trichloro-2- pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic	Aqua Sweep	\$/ per gallon
	Unknown Estimated pounds	for item 5.					
6	Ammonium salt of imazamox	2.5 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5- oxo-1Himidazol-2-yl]-5-(methoxymethyl)-3- pyridinecarboxylic acid	EPA label Aquatic		\$/ per gallon
7	Clearcast	2.5 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1Himidazol-2-yl]-5-(methoxymethyl)-3-pyridinecarboxylic acid	EPA label Aquatic	Clearcast	\$/ per gallon
	Estimated 500 gallons for ite	m 6 & 7.		,			
8	Ammonium salt of imazamox	15 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1Himidazol-2-yl]-5-(methoxymethyl)-3-pyridinecarboxylic acid	EPA label Aquatic		\$/ per gallon

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Specifications 1 of 14

\* Unit Price shall not exceed two (2) decimal places.

Company Name

## ATTACHMENT 4A - SPECIFICATION HERBICIDES

	Common Name (Brand Name in bold if		Active Ingredient		Label		
Item	required)	Container Size	Amount	Chemical Name	Requirement	Product offered	Unit Price *
9	Clearcast	15 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5- oxo-1Himidazol-2-yl]-5-(methoxymethyl)-3- pyridinecarboxylic acid	EPA label Aquatic	Clearcast	\$/ per gallon
	Estimated 500 gallons for ite	m 8 & 9.					
10	Triclopyr (aquatic)	2.5 gallon	3 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic		\$/ per gallon
11	Triclopyr (aquatic)	30 gallon	3 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic		\$/ per gallon
12	Vastlan	2.5 gallon	4 lb acid/gallon	Triclopyr choline: 2-[(3,5,6-trichloro- 2- pyridinyl)oxy] acetic acid, choline salt	EPA label Aquatic	Vastlan	\$/ per gallon
13	Trycera	2.5 gallon	a.e. 2.87lb/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid	EPA label Aquatic	Trycera	\$/ per gallon
14	Trycera	30 gallon	a.e. 2.87lb/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid	EPA label Aquatic	Trycera	\$/ per gallon
	Estimated 2,000 gallons for	items 10, 11, 12,	13, & 14.				-
15	Renovate 3	250 gallon	3 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic	Renovate 3	\$/ per gallon
	Unknown Estimated gallons	for item 15.			,		
16	Triclopyr ester	2.5 gallon	4 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester	EPA Label Non- crop		\$/ per gallon
	Unknown Estimated gallons for item 16.						

RFB 6000001449

Specifications 2 of 14

\* Unit Price shall not exceed two (2) decimal places.

Company Name

# ATTACHMENT 4A - SPECIFICATION HERBICIDES

Item	Common Name (Brand Name in bold if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
17	Triclopyr ester in oil (ready to use)	2.5 gallon	.75 lb.acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester	EPA Label Non- crop		\$/ per gallon
	Estimated 500 gallons for ite	em 17.					
18	Stingray	2.5 gallon	1.9lb ai/gallon	Ethyl α,2-dichloro-5-[4-(difluoromethyl)-4,5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]-4-fluorobenzenepropanoate	EPA label Aquatic	Stingray	\$/ per gallon
	Unknown estimated quarts for	or item 18.					
19	Diquat dibromide	2.5 gallon	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c) pyrazinediium dibromide]	EPA label Aquatic		\$/ per gallon
20	Diquat dibromide	2.5 gallon	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c) pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$/ per gallon
21	Diquat dibromide	30 gallon	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c) pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$/ per gallon
22	Diquat dibromide	250 gallon returnable container	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c) pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$/ per gallon
	Estimated 3,500 gallons for i	items 19 20 21	<u></u>				
23	Aqua Strike	2.5 gallon	cation/gallon 3 Ib endothall/ gallon	pyrazinediium dibromide] 7- oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic	Aqua Strike	\$/ per gallon
25	Unknown Estimated gallons		ganon	diodiboxyilo dold	7144410	Aqua ottiko	por ganon

Specifications 3 of 14

Company Name

Company Name

### ATTACHMENT 4A - SPECIFICATION HERBICIDES

Item	Common Name (Brand Name in bold if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
24	mono(N,N- dimethylalkylamine) salt of endothall	2.5 gallon	2 lb endothall/ gallon	7-oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic		\$/ per gallon
	Estimated 500 gallons for ite	em 24.					
25	Dipotassium salt of endothall	2.5 gallon	a.e. 28.6%	7-oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic		\$/ per gallon
26	Dipotassium salt of endothall	30 gallon	a.e. 28.6%	7-oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic		\$/ per gallon
	Estimated 2000 gallons for it	tems 25 & 26.					
27	Dipotassium salt of endothall	20 pound	a.e. 44.7%	7-oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic		\$/ per pound
	Unknown estimated pounds	for item 27.					
28	Glyphosate (aquatic)	2.5 gallon	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$/ per gallon
29	Glyphosate (aquatic)	30 gallon	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$/ per gallon
30	Glyphosate (aquatic)	250 or 265 gallon returnable container	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$/ per gallon
	Estimated 10,000 gallons for	r items 28, 29, & 3	30.				
31	Glyphosate (with surfactant)	2.5 gallon	3lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non- crop		\$/ per gallon
32	Glyphosate (with surfactant)	30 gallon	3lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non- crop		\$/ per gallon

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Specifications 4 of 14

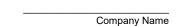
\* Unit Price shall not exceed two (2) decimal places.

# ATTACHMENT 4A - SPECIFICATION HERBICIDES

	Common Name (Brand Name in bold if		Active Ingredient		Label			
Item	required)	Container Size	Active ingredient	Chemical Name	Requirement	Product offered	Unit Price *	
		250 or 265			-			
		gallon						
33	Glyphosate (with surfactant)	returnable container	3lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non- crop		per gallon	
33	(with surfactant)	30 gallon	Sib acid/gallon	Torm or its isopropylamine sait	СГОР		per gallori	
	Glyphosate	returnable		(N-(phosphonomethyl))glycine, in the	EPA Label Non-		\$ /	
34	(with surfactant)	container	4.5lb acid/gallon	form of its isopropylamine salt	crop		per gallon	
	Estimated EOO malloma for its	24 22 22 8	24					
	Estimated 500 gallons for ite	ms 31, 3∠, 33, &	34.					
				(+/-)-2-[4,5-dihydro-4methyl-4-(1-				
				methylethyl)-5-oxo-1 <i>H</i> -imidazol-2-yl]-5-			\$/	
35	Ammonium salt of imazapic	2.5 gallon	2lb ai/gallon	methyl-3-pyridinecarboxylic acid	crop		per gallon	
	Unknown estimated gallons	for item 35.						
				(2-[4,5-dihydro-4-methyl-4-(1-				
	Isopropylamine salt of			methylethyl)-5-oxo-1 <i>H</i> -imidazol-2-yl]-3-	EPA label		\$ /	
36	imazapyr	2.5 gallon	2lb acid/gallon	pyridinecarboxylic acid	Aquatic		per gallon	
				(2-[4,5-dihydro-4-methyl-4-(1-				
	Isopropylamine salt of			methylethyl)-5-oxo-1 <i>H</i> -imidazol-2-yl]-3-	EPA label		\$/	
37	imazapyr	15 gallon	2lb acid/gallon	pyridinecarboxylic acid	Aquatic		per gallon	
				(2-[4,5-dihydro-4-methyl-4-(1-				
	Isopropylamine salt of			methylethyl)-5-oxo-1 <i>H</i> -imidazol-2-yl]-3-	EPA label		\$ /	
38	imazapyr	30 gallon	2lb acid/gallon	pyridinecarboxylic acid	Aquatic		per gallon	
	Estimated 2,500 gallons for i	tomo 26 27 º 20	0					
	Estimated 2,500 gallons for i	lems 30, 37, & 30	O.					
				1-methyl-3-phenyl-5-[3-(trifluoromethyl)	EPA label		\$/	
39	Sonar Q	40 pound	0.5 lb ai/lb	phenyl]-4(1 <i>H</i> )-pyridinone	Aquatic	Sonar Q	per pound	
	Unknown estimated pounds	for item 39						
	Officiowin estimated pounds for norm 99.							

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<sup>\*</sup> Unit Price shall not exceed two (2) decimal places.

# ATTACHMENT 4A - SPECIFICATION HERBICIDES

Item	Common Name (Brand Name in bold if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
40	Fluridone	1 Quart	4lb ai/gallon	1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1 <i>H</i> )-pyridinone	EPA label Aquatic		\$/ per quart
	Unknown estimated gallons	for item 40.					
41	Sonar Genesis	1 gallon	.5lb ai/gallon	1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1 <i>H</i> )-pyridinone	EPA label Aquatic	Sonar Genesis	\$/ per gallon
42	Sonar Genesis	250 gallon returnable container	.5lb ai/gallon	1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1 <i>H</i> )-pyridinone	EPA label Aquatic	Sonar Genesis	\$/ per gallon
43	Sonar One	20lb	.05lb ai/gallon	1-methyl-3-phenyl-5-[3-(trifluoromethyl) phenyl]-4(1 <i>H</i> )-pyridinone	EPA label Aquatic	Sonar One	\$/ per pound
	Unknown estimated gallons	and pounds for ite	ems 41, 42, & 43.				
44	Metsulfuron Methyl	4 pound	60% Al/weight	Methyl-2-[[[(4-methoxy-6-methyl-1,3,5- triazin-2-yl)-amino]carbonyl]amino] sulfonyl]benzoate	EPA label, Florida SLN Lygodium		\$/ per pound
	Unknown estimated ounces	for item 44.					
45	Aminopyralid - Triclopyr	2.5 gallon	.1lb acid/gallon 1lb acid/gallon	Triisopropanolammonium salt of 2- pyridine carboxylic acid, 4-amino-3,6- dichloro-3,5,6-trichloro-2- pyridinyloxyacetic acid	EPA Label Non- crop, dry wetland		\$/ per gallon
46	Aminopyralid	2.5 gallon	2lb acid/gallon	Triisopropanolammonium salt of 2- pyridine carboxylic acid, 4-amino-3,6- dichloro-	EPA Label Non- crop, dry wetland		\$/ per gallon
	Unknown estimated gallons	for items 45 & 46					

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Specifications 6 of 14

\* Unit Price shall not exceed two (2) decimal places.



#### **ATTACHMENT 4A - SPECIFICATION HERBICIDES**

	Common Name (Brand Name in bold if		Active Ingredient		Label		
Item	required)	Container Size	Amount	Chemical Name	Requirement	Product offered	Unit Price *
47	Galleon	1 Quart	2lb ai/gallon	2-(2,2-difluoroethoxy)-6-(trifluoromethyl)- N-(5,8-dimethoxy[1,2,4]triazolo- [1,5c]pyrimidin-2-yl)- benzenesulfonamide	EPA label Aquatic	Galleon	\$/ per quart
48	Galleon	2.5 gallon	2lb ai/gallon	2-(2,2-difluoroethoxy)-6-(trifluoromethyl)- N-(5,8-dimethoxy[1,2,4]triazolo- [1,5c]pyrimidin-2-yl)- benzenesulfonamide	EPA label Aquatic	Galleon	\$/ per gallon
	Unknown estimated gallons	for item 47 & 48.					
49	Flumioxazin Aquatic	1 Gal.	41.4% 4lb/gallon	*2-[7-fluoro-3,4-dihydro-3-oxo-4-(2- propyny1)-2H-1,4-benzoxazin-6-y1]- 4,5,6,7-tetrahydro-1H- isoindole-1,3(2H)- dione	EPA Label Aquatic		\$/ per gallon
50	Clipper SC	1 Gal.	41.4% 4lb/gallon	*2-[7-fluoro-3,4-dihydro-3-oxo-4-(2- propyny1)-2H-1,4-benzoxazin-6-y1]- 4,5,6,7-tetrahydro-1H- isoindole-1,3(2H)- dione	EPA Label	Clipper SC	\$/ per gallon
					,	- PP-	1 3
	Unknown estimated gallons	for item 49 & 50.					
51	Flumioxazin Aquatic	5 lb	51%	*2-[7-fluoro-3,4-dihydro-3-oxo-4-(2- propynyl)-2H-1,4-benzoxazin-6-yl]- 4,5,6,7-tetrahydro-1H-isoindole-1,3(2H)- dione	EPA label Aquatic		\$/ per pound
	Estimated 1500 pounds for i	tem 51.					
52	Tradewind	2 lb	80.0%	Bispyribac-sodium (sodium 2,6-bis[(4,6-dimethoxypyrimidin-2-yl) oxy]benzoate)	EPA label Aquatic	Tradewind	\$/ per pound
	Unknown estimated pounds	for item 52.					

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Company Name

# ATTACHMENT 4A - SPECIFICATION HERBICIDES

ltom	Common Name (Brand Name in bold if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
Item 53	Oasis	2.5 gallon	2.8lb/gal free acid	Topramezone: [3-(4,5-dihydro-isoxazoly)- 2-methyl-4-(methylsulfonyl)phenyl](5- hydroxy-1-methyl-1H-pyrazol-4-yl) methanone	EPA label Aquatic	Oasis	\$/ per gallon
	Unknown estimated gallons	for item 53.					
54	TIGR	2.5 gallon	1.5 lb ai/gallon	sethoxydim: 2-[1-(ethoxyimino)butyl]-5- [2-(ethylthio)propyl]-3-hydroxy-2- cyclohexen-1-one*	EPA SLN FL Label Aquatic	TIGR	\$/ per gallon
	Unknown estimated pounds	for item 54.					
55	ProcellaCor SC	Small Case: (6) 16.2 oz bottles per case	2.5 lb ai/gallon	Florpyrauxifen-benzyl: 2- pyridinecarboxylic acid, 4-amino-3- chloro-6-(4-chloro-2-fluoro-3- methoxy- phenyl)-5-fluoro-, phenyl methyl ester	EPA Label Aquatic	ProcellaCor SC	\$/ per case
56	ProcellaCor SC	Large Case: (2) 135 oz bottles per case	2.5 lb ai/gallon	Florpyrauxifen-benzyl: 2- pyridinecarboxylic acid, 4-amino-3- chloro-6-(4-chloro-2-fluoro-3- methoxy- phenyl)-5-fluoro-, phenyl methyl ester	EPA Label Aquatic	ProcellaCor SC	\$/ per case
	Unknown estimated cases for	or item 55 & 56.					
57	Method 240 SL	2.5 gallon	1.5 lb ai/gallon	Potassium salt of 6-amino-5chloro-2- cyclopropyl-4-pyrimidinecarboxylic acid*	EPA SLN FL Label Aquatic	Method 240 SL	\$/ per gallon
	Unknown estimated cases for	or item 57.					
58	Pendulum Aquacap	2.5 gallon	3.8 lbs ai/gallon	pendimethalin: N-(1-ethylpropyl)- 3,4dimethyl-2,6-dinitrobenzenamine	EPA Label Non- crop, dry wetland	Pendulum Aquacap	\$/ per gallon
59	Pendulum Aquacap 3.3 EC	2.5 gallon	3.3 lbs ai/gallon	pendimethalin: N-(1-ethylpropyl)- 3,4dimethyl-2,6-dinitrobenzenamine	EPA Label Non- crop, dry wetland	Pendulum Aquacap 3.3 EC	\$/ per gallon
	Unknown estimated pounds	for item 58 & 59.					

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ations

Company Name

# ATTACHMENT 4A - SPECIFICATION HERBICIDES

Item	(Brand Name in bold if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
60	Velpar L	2.5 gallon	2 lbs ai/gallon	Hexazinone [3-cyclohexyl- 6(dimethylamino) -1-methyl-1,3,5- triazine-2,4(1H,3H)-dione}	EPA Label Non- crop, dry wetland	Velpar L	\$/ per gallon
61	Velpar L	15 gallon	2 lbs ai/gallon	Hexazinone [3-cyclohexyl- 6(dimethylamino) -1-methyl-1,3,5- triazine-2,4(1H,3H)-dione}	EPA Label Non- crop, dry wetland	Velpar L	\$/ per gallon
62	Hexazinone	2.5 gallon	2 lbs ai/gallon	Hexazinone [3-cyclohexyl- 6(dimethylamino) -1-methyl-1,3,5- triazine-2,4(1H,3H)-dione}	EPA Label Non- crop, Aerial Req.		\$/ per gallon

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# ATTACHMENT 4B - SPECIFICATION ADJUVANTS

	Common Name (Brand				
Item	Name in bold if Required)	<b>Container Size</b>	Ingredients	Product offered	Unit Price *
63	Accuracy	1 gallon	30% Polyacrylmide copolymer	Accuracy	\$/ per gallon
64	Polymer	2.5 gallon	30% Polyacrylmide copolymer		\$/ per gallon
	Estimated 300 gallons for ite	ems 63 & 64.			
65	Antifoaming Agent	1 pint	10% Silicon anti-foaming agent		\$/ per pint
66	Silnet	1 gallon	90% Polyalkyleneoxide modified polydimethylsiloxane and non-ionic surfactants	Silnet	\$/ per gallon
	Estimated 100 gallons for ite	ems 65 & 66.			-
67	Oil Carrier	2.5 gallon	Aliphatic hydrocarbon oil blend		\$/ per gallon
	Estimated 500 gallons for ite	ems 67.			
68	SunWet	2.5 gallon	Vegetable oil plus penetrants	SunWet	\$/ per gallon
69	SunWet	15 gallon	Vegetable oil plus penetrants	SunWet	\$/ per gallon
70	MSO (Must be Aquatic Safe)	2.5 gallon	Vegetable oil plus penetrants		\$/ per gallon
71	MSO (Must be Aquatic Safe)	15 gallon	Vegetable oil plus penetrants		\$/ per gallon

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Specifications 10 of 14

# ATTACHMENT 4B - SPECIFICATION ADJUVANTS

Item	Common Name (Brand Name in bold if Required)	Container Size	Ingredients	Product offered	Unit Price *
item	Name in boid ii Required)	Container Size	ingredients	Floduct offered	Offit Price
72	MSO (Must be Aquatic Safe)	30 gallon	Vegetable oil plus penetrants		\$/ per gallon
	Estimated 1,000 gallons for	items 68, 69, 70,	71, & 72		
73	Nu-Film IR	2.5 gallon	Poly-1-P-Menthene	Nu-film IR	\$/ per gallon
	Estimated 500 gallons for ite	em 73.			
			Methyl esters of C16-C18 fatty acids, Polyalkyleneoxide modifided polydimethylsiloxane,		\$/
74	Dyne-Amic	2.5 gallon	alkylphenol ethoxylate	Dyne-Amic	per gallon
	Estimated 500 gallons for ite	em 74.			
					\$/
75	Dye (water soluble)	1 gallon	Dye colorant		per gallon
	Unknown estimated gallons	for item 75.			
			Dimethylpolysiloxane, fatty acids, alkanolamides, alkyl aryl		\$/
76	Induce	2.5 gallon	polyoxylkane ethers	Induce	per gallon
77	Breeze	2.5 gallon	Saccarides,alkyl ployglucoside,ammonium sulfate	Breeze	\$/ per gallon
			Proprietary blend of the ammonium salts of polyacrylic, hydroxy carboxylic and phoshoric		\$/
78	Quest	2.5 gallon	acids	Quest	per gallon
	Unknown estimated gallons	for items 76, 77,	& 78.		

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# ATTACHMENT 4B - SPECIFICATION ADJUVANTS

	Common Name (Brand				
Item	Name in bold if Required)	Container Size	Ingredients	Product offered	Unit Price *
79	MSO with Leci-tech	2.5 gallon	Methylated vegetable oil, alcohol ethylxylate, phosphatidylcholine	MSO with Leci-tech	\$/ per gallon
7.0		2.0 ga	emyssylate, phoophataylenessie		per gamen
			Methylated vegetable oil, alcohol		\$/
80	MSO with Leci-tech	30 gallon	ethylxylate, phosphatidylcholine	MSO with Leci-tech	per gallon
0.1	LI-700	2 E gollon	Phosphatidycholine, methylacetic	LI-700	\$/
81	LI-700	2.5 gallon	acid, alkyl polyoxyethylen ether	LI-700	per gallon
			Dhaanhatidyahalina mathylaastia		<b> </b>
82	LI-700	30 gallon	Phosphatidycholine, methylacetic acid, alkyl polyoxyethylen ether	LI-700	φ/ per gallon
	Unknown estimated gallons	for items 79, 80,	81, & 82.		I
			Proprietary blend of methylated		
83	DLZ	2.5 gallan	seed oil, paraffinic oil, and nonionic surfactants	DLZ	\$/
63	DLZ	2.5 gallon	Horiloriic surfactants	DLZ	per gallon
	Unknown estimated gallons	for item 83.			
					\$ /
84	Hydrovant	2.5 gallon	0.1% Polyvinyl Polymer	Hydrovant	per gallon
		, ,	, , ,	-	
	Unknown estimated gallons	for item 84.			

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# ATTACHMENT 4C - SPECIFICATION ALGECIDES

	David Norma	Container	Olympia al Nigora	Label	Decident to be affected	Half Brian t
Item	Brand Name	Size	Chemical Name	Requirement	Product to be offered	Unit Price *
85	Green Clean (Liquid)	2.5 gallon	Hydrogen Peroxide: 23.0% Peroxyacetic Acid: 5.3% INERT INGREDIENTS: 71.7%	EPA Label Non- crop, dry wetland	Green Clean (Liquid)	\$/ per gallon
86	Green Clean (Liquid)	15 gallon	Hydrogen Peroxide: 23.0% Peroxyacetic Acid: 5.3% INERT INGREDIENTS: 71.7%	EPA Label Non- crop, dry wetland	Green Clean (Liquid)	\$/ per gallon
87	Green Clean (Liquid)	55 gallon	Hydrogen Peroxide: 23.0% Peroxyacetic Acid: 5.3% INERT INGREDIENTS: 71.7%	EPA Label Non- crop, dry wetland	Green Clean (Liquid)	\$/ per gallon
88	Oximycin	2.5 gallon	Hydrogen Peroxide: 26.5% Peroxyacetic Acid: 4.9% INERT INGREDIENTS: 68.6%	EPA Label Non- crop, dry wetland	Oximycin	\$/ per gallon
89	Oximycin	275 gallon	Hydrogen Peroxide: 26.5% Peroxyacetic Acid: 4.9% INERT INGREDIENTS: 68.6%	EPA Label Non- crop, dry wetland	Oximycin	\$/ per gallon
	Unknown estimated	gallons for iter	ns 85, 86, 87, 88, & 89.			
90	Green Clean (Granular)	50 lbs	Sodium Carbonate Peroxyhydrate. 85.0% OTHER INGREDIENTS: 15.0%	EPA Label Non- crop, dry wetland	Green Clean	\$/ per pound
	Unknown estimated	gallons for iter	n 90.			
91	Phycomycin	50 lbs	Sodium Carbonate Peroxyhydrate. 85.0% OTHER INGREDIENTS: 15.0%	EPA Label Non- crop, dry wetland	Phycomycin	\$/ per pound
92	PAK 27	50 lbs	Sodium Carbonate Peroxyhydrate. 85.0% OTHER INGREDIENTS: 15.0%	EPA Label Non- crop, dry wetland	PAK 27	\$/ per pound
	Unknown estimated	gallons for iter	ns 91 & 92.			

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Company Name

# ATTACHMENT 4C - SPECIFICATION ALGECIDES

Item	Brand Name	Container Size	Chemical Name	Label Requirement	Product to be offered	Unit Price *
93	Lake Guard Oxy	50 lbs	Sodium Percarbonate 83.3% OTHER INGREDIENTS: 16.7%	EPA Label Non- crop, dry wetland	Lake Guard Oxy	\$/ per pound
94	Lake Guard Oxy	1000 lbs	Sodium Percarbonate 83.3% OTHER INGREDIENTS: 16.7%	EPA Label Non- crop, dry wetland	Lake Guard Oxy	\$/ per pound
	Unknown estimated	gallons for iter	ns 93 & 94.			

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Specifications 14 of 14



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT **NOTICE OF INTENT TO AWARD**

RFB No.: 6000001449	Title: HERBICID	ES, ADJUVANTS AND ALGA	ECIDES
SBE Subcontracting Goal: 0%	Opening Date:	6/7/2023	
Total Bids Received: 8	Advertised Date	: 5/12/2023	
	200 100 100 100 100 100 100 100 100 100	Palm Beach Post, Sun Senti	nel
Total Number of Planholders: 25			
Total SBE Planholders: 2			
Contract Specialist: Kari Hansen			
Project Manager: Linda Yarrish			
BIDDERS		BID AMOUNT	
ALLIGARE, LLC BLUEGREEN US WATER TECHNOLOGIES, IN	C.	SEE ATTACHE	D
COASTAL AG SUPPLY, LLC			
HELENA AGRI-ENTERPRISES, LLC HERITAGE LANDSCAPE SUPPLY GROUP, INC.	<b>~</b>		
NUTRIEN AG SOLUTIONS, INC.	<b>.</b>		
RED RIVER SPECIALTIES, LLC			
SITEONE LANDSCAPE SUPPLY, LLC			
The bid amounts indicated above are as submitted at the bid of			o lowest bidder is subject to the
District's determination that the bid is responsive and that	the bidder is responsible	as indicated by the signatures below.	
		r. Signatures must be dated.	
Project Manager - Attach detailed justification that re- bidder is responsive and responsible.	commended 1.	Matthew Garake	06/22/23
		Project Manager	Date
Recommendation for award to low bidder?	2.	133 M	
□ Yes X No		Section Administrator	Date
	3.	La m	6/22/2023
If no, recommend award to:		Bureau Chief	Date
LOWEST BIDDERS WHO MET THE PRODUCT SPE	CIFICATIONS. 4.	Fich Virgil	6/23/25
Basis of recommendation: <u>AWARD TO LOWEST I</u>	RESPONSIVE	Division Director	Date
AND RESPONSIBLE BIDDERS. TIE AWARDS BAS	<u>5.</u>	Purchasing Specialist	06/23/2023 <b>Date</b>
RANDOM SELECTION FROM CONTAINER PULLS V	VITH 3	Jose Cyn Harris - Fitgroy	6/23/2023
	<u>VIIH 3</u> 6.	Purchasing Manager	Date
WITNESSES.	7	16	6/23/2023
	f.	Office of Counsel	Date
Governing Board approval of award or contract requi	red? 8.	Lander D	6/23/2023
□ Yes X No	×	Denoument Pumpu Chine	Data

NOTE: This form shall serve as the District's Notice of a decision or intended decision as defined in Section 120.57(3)(a) Florida Statues and Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest or bond or other security must be filed with the District Clerk.

Posting Date: \_\_06/23/2023 Posting Time: 4:55PM Initials: JSK

Date

Progrement Bureau Chief

Rev 9/292021

#### Memorandum

To: Kari Hansen

Bid File

From: Matthew Garske

Date: June 20, 2023

Subject: RFB 6000001449 - Herbicide, Adjuvant and Algaecide Bid Awards

A review of the responses to RFB #6000001449 for various herbicides, adjuvants and algaecides revealed that some products did not meet RFB requirements. Listed below are those items where low bidders did not meet the RFB criteria or withdrew their bid and therefore were removed from further consideration.

- Items 41, 42, 43, 44, and 54 Nutrien withdrew their bids for these items.
- Item 6 SiteOne Landscaping withdrew their bid for this item.
- Items 34 Red River Specialties offered a product that did not meet specifications.
- Items 44, 58, 74, 76, 78, 79 Coastal Ag Supply offered a product that did not meet specifications.

There are multiple tie bids for item #s 5, 7, 9, 12, 15, 18, 20, 23, 24, 25, 26, 27, 30, 39, 41, 42, 43, 45, 47, 48, 52, 53, 54, 55, 56, and 57. Random selection is required to determine the successful bidder.

Item #'s 3, 59, 71, 84, and 86 are not recommended for award since no qualified bids were submitted for these materials.

Open Date: June 7, 2023 RFB 6000001449

Item	Common Name (Brand Name in Bold)	Container Size	Alligare LLC	Bluegreen Water Technologies Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Group Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Lowest Bid Product Name	Remarks
1	Weedar 64	2.5 gallon	N/B	N/B	N/B	\$27.95	N/B	\$22.50	\$23.24	\$26.50	Weedar 64	
2	2,4D	2.5 gallon	N/B	N/B	\$20.00	\$27.95	\$20.99	\$21.00	\$21.00	N/B	WPAC 2,4-D Amine 4	
3	2,4D	15 gallon	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		No Award
4	Freelexx	2.5 gallon	N/B	N/B	N/B	\$28.00	\$30.00	\$30.00	\$30.00	N/B	Freelexx	
5	Aqua Sweep	2.5 gallon	N/B	N/B	N/B	\$58.45	\$58.45	\$58.45	N/B	N/B	Aqua Sweep	Tie Award
6	Ammonium salt of imazamox	2.5 gallon	N/B	N/B	\$195.85	\$202.00	\$198.00	\$190.00	N/B	W/D	Top Deck	SiteOne withdrew their bid.
7	Clearcast	2.5 gallon	N/B	N/B	N/B	\$235.20	N/B	\$235.20	\$235.20	N/B	Clearcast	Tie Award
8	Ammonium salt of imazamox	15 gallon	N/B	N/B	\$223.00	\$202.00	\$210.00	\$191.00	N/B	N/B	Top Deck	
9	Clearcast	15 gallon	N/B	N/B	N/B	\$235.20	\$243.90	\$235.20	\$235.20	N/B	Clearcast	Tie Award
10	Triclopyr (aquatic)	2.5 gallon	N/B	N/B	\$43.00	\$52.00	\$71.42	\$38.00	\$48.40	N/B	Element 3A	
11	Triclopyr (aquatic)	30 gallon	N/B	N/B	\$42.00	\$52.00	\$71.42	\$37.00	\$48.40	N/B	Element 3A	
12	Vastlan	2.5 gallon	N/B	N/B	N/B	\$102.00	\$102.00	\$102.00	\$102.00	N/B	Vastlan	Tie Award
13	Trycera	2.5 gallon	N/B	N/B	N/B	\$83.00	N/B	N/B	N/B	N/B	Trycera	
14	Trycera	30 gallon	N/B	N/B	N/B	\$82.00	N/B	N/B	N/B	N/B	Trycera	
15	Renovate 3	250 gallon	N/B	N/B	N/B	\$115.45	\$118.50	\$115.45	\$115.45	\$213.24	Renovate 3	Tie Award
16	Triclopyr ester	2.5 gallon	N/B	N/B	\$52.00	\$64.20	\$89.42	\$50.00	\$59.38	\$77.20	Element 4	
17	Triclopyr ester in oil (ready to use)	2.5 gallon	N/B	N/B	N/B	\$62.00	\$63.30	N/B	\$48.92	N/B	Pathfinder II	
18	Stingray	2.5 gallon	N/B	N/B	N/B	\$375.00	\$375.00	\$375.00	\$375.00	N/B	Stingray	Tie Award
19	Diquat dibromide	2.5 gallon	N/B	N/B	\$62.99	\$60.00	\$64.28	\$65.50	\$77.48	\$77.60	Tribune	
20	Diquat dibromide	2.5 gallon	N/B	N/B	\$62.99	\$60.00	\$64.28	\$60.00	\$77.48	\$77.60	Tribune	Tie Award
21	Diquat dibromide	30 gallon	N/B	N/B	\$62.99	N/B	N/B	N/B	N/B	N/B	Alligare Diquat	
22	Diquat dibromide	250/265 gal ret container	N/B	N/B	N/B	\$60.00	N/B	\$57.77	N/B	N/B	Tribune	
23	Aqua Strike	2.5 gallon	N/B	N/B	N/B	\$76.75	\$76.75	\$76.75	N/B	N/B	Aqua Strike	Tie Award

Open Date: June 7, 2023 RFB 6000001449

	Common Name (Brand Name in Bold)	Container Size	Alligare LLC	Bluegreen Water Technologies Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Group Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Lowest Bid Product Name	Remarks
	mono(N,N-	Size	LLC	inc	Supply LLC	LLC	Group inc	inc	LLC	Supply LLC	Product Name	Remarks
	dimethylalkylamine)											
	salt of endothall	2.5 gallon	N/B	N/B	N/B	\$86.70	\$86.70	\$86.70	N/B	N/B	Hydrothol 191	Tie Award
	Dipotassium salt of	- 9		.,_	.,,	<b>400.170</b>	φσσσ	<b>400.1.0</b>			, , , , , , ,	
25	endothall	2.5 gallon	N/B	N/B	N/B	\$83.30	\$83.30	\$83.30	N/B	N/B	Aquathol K	Tie Award
	Dipotassium salt of											
_	endothall	30 gallon	N/B	N/B	N/B	\$83.30	\$83.30	\$83.30	N/B	N/B	Aquathol K	Tie Award
	Dipotassium salt of	00 m a a d	N/B	N/D	N/D	004.50	<b>***</b>	<b>***</b>	N/5	N/5	A supeth of Companie	Tie Assert
_	endothall	20 pound		N/B	N/B	\$21.50	\$21.50	\$21.50	N/B	N/B	Aquathol Super K	Tie Award
	Glyphosate (aquatic)	2.5 gallon	N/B	N/B	\$25.00	\$33.75	\$35.00	\$32.00	\$24.98	\$39.20	Roundup Custom	
29	Glyphosate (aquatic)	30 gallon	N/B	N/B	N/B	\$32.63	\$34.50	\$31.50	\$24.56	\$35.33	Roundup Custom	
	Glyphosate (aquatic)	250/265 gal ret container	N/B	N/B	\$24.00	\$32.33	\$33.00	\$31.00	\$24.00	\$38.12	Imitator Aquatic	Tie Award
	Glyphosate											
	(with surfactant)	2.5 gallon	N/B	N/B	\$16.85	\$26.69	\$24.98	\$26.00	\$19.00	\$28.00	Glystar Plus	
	Glyphosate (with surfactant)	30 gallon	N/B	NI/D	NI/D	<b>\$22.75</b>	<b>CO450</b>	<b>\$20.00</b>	¢47.00	<b>#26.07</b>	Ranger Pro	
	Glyphosate		IN/D	N/B	N/B	\$23.75	\$24.58	\$26.00	\$17.98	\$26.97	Kanger Flo	
	(with surfactant)	250/265 gal ret container	N/B	N/B	\$14.00	\$23.43	\$24.00	\$25.74	\$17.55	\$26.65	Slam 41	
	Glyphosate (with surfactant)	30 gal returnable container	N/B	N/B	N/B	N/B	\$52.00	N/B	N/R	N/B	Roundup Powermax	Red River offered a product that did not meet specs.
	Ammonium salt of											
	imazapic	2.5 gallon	N/B	N/B	\$117.85	\$122.00	\$129.00	\$119.00	\$128.40	\$155.20	Panoramic 2SL	
	Isopropylamine salt of imazapyr	2.5 gallon	N/B	N/B	\$69.96	\$70.00	\$71.98	\$66.77	\$72.00	\$140.80	Alligare Ecomazapyr	
	Isopropylamine salt of	2.5 gallon	IN/D	IN/D	\$69.90	\$70.00	\$71.96	\$00.77	\$72.00	\$140.60	LCOITIAZAPYI	
	imazapyr	15 gallon	N/B	N/B	N/B	N/B	N/B	N/B	\$69.48	N/B	Arsenal	
	Isopropylamine salt of	-										
38	imazapyr	30 gallon	N/B	N/B	N/B	\$70.00	\$71.98	N/B	\$69.48	N/B	Arsenal	
39	Sonar Q	40 pound	N/B	N/B	N/B	\$36.79	N/B	\$36.79	\$36.79	\$46.00	Sonar Q	Tie Award
40	Fluridone	1 quart	N/B	N/B	N/R	N/R	N/B	\$982.00	\$836.53	\$573.50	Avast	CAS & Helena bid an alternate container size.

				Bluegreen Water		Helena Agri	Heritage Landscape	Nutrien AG	Red River	SiteOne		
	Common Name	Container	Alligare	Technologies	Coastal Ag	Enterprises	Supply	Solutions	Specialties	Landscape	Lowest Bid	
Item	(Brand Name in Bold)	Size	LLC	Inc	Supply LLC	LLC	Group Inc	Inc	LLC	Supply LLC	<b>Product Name</b>	Remarks
41	Sonar Genesis	1 gallon	N/B	N/B	N/B	\$298.37	N/B	W/D	\$298.37	\$298.37	Sonar Genesis	Nutrien AG withdrew their bid. Tie Award.
42	Sonar Genesis	250 gal ret container	N/B	N/B	N/B	\$298.37	\$298.37	W/D	\$298.37	N/B	Sonar Genesis	Nutrien AG withdrew their bid. Tie Award.
43	Sonar One	20 pound	N/B	N/B	N/B	\$35.43	\$35.43	W/D	\$35.43	\$708.60	Sonar One	Nutrien AG withdrew their bid. Tie Award.
	Metsulfuron Methyl	4 pound	N/B	N/B	N/R	\$84.00	\$78.98	W/D	N/B	\$93.56	Escort XP	Nutrien AG withdrew their bid; CAS offered a product that did not meet specs.
45	Aminopyralid - Triclopyr	2.5 gallon	N/B	N/B	N/B	\$57.50	\$57.50	\$57.50	\$57.50	N/B		Tie Award
46	Aminopyralid	2.5 gallon	N/B	N/B	\$275.00	\$297.76	\$325.00	\$312.50	\$325.00	N/B	Whetstone	
47	Galleon	1 quart	N/B	N/B	N/B	\$654.75	\$654.75	\$654.75	\$654.75	N/B	Galleon	Tie Award
48	Galleon	2.5 gallon	N/B	N/B	N/B	\$2,455.94	\$2,455.94	\$2,455.94	\$2,455.94	N/B	Galleon	Tie Award
49	Flumioxazin Aquatic	1 gallon	N/B	N/B	\$257.95	\$360.00	\$269.98	\$250.00	N/B	\$325.00	Flumiguard	
50	Clipper SC	1 gallon	N/B	N/B	N/B	\$370.00	\$399.98	\$347.41	\$330.76	N/B	Clipper SC	
51	Flumioxazin Aquatic	5 pound	N/B	N/B	\$34.00	\$45.25	\$36.50	\$32.95	\$39.94	N/B	Schooner	
52	Tradewind	2 pound	N/B	N/B	N/B	\$775.20	N/B	\$775.20	N/B	N/B	Tradewind	Tie Award
53	Oasis	2.5 gallon	N/B	N/B	N/B	\$2,715.34	\$2,715.34	\$2,715.34	\$2,715.34	N/B	Oasis	Tie Award
54	TIGR	2.5 gallon	N/B	N/B	N/B	\$334.59	\$334.59	W/D	\$334.59	N/B	TIGR	Nutrien AG withdrew their bid. Tie Award.
55	ProcellaCor SC	Sml Case: (6) 16.2 oz bottles per case	N/B	N/B	N/B	\$3,204.00	\$3,204.00	\$3,204.00	N/B	N/B	ProcellaCor SC (Small Case)	Tie Award
56	ProcellaCor SC	Lrg Case: (2) 135 oz bottles per case	N/B	N/B	N/B	\$8,900.00	\$8,900.00	\$8,900.00	N/B	N/B	ProcellaCor SC (Large Case)	Tie Award
57	Method 240 SL	2.5 gallon	N/B	N/B	N/B	\$343.04	\$343.04	\$343.04	\$343.04	N/B	Method 240 SL	Tie Award
58	Pendulum Aquacap	2.5 gallon	N/B	N/B	N/R	\$52.00	\$69.99	\$54.00	N/B	\$52.80	Pendulum Aquacap	CAS offered a product that did not meet specs.
	Pendulum Aquacap 3.3 EC	2.5 gallon	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		No Award

<sup>\*</sup> Unit Prices shall not exceed two (2) decimal places.

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Item	Common Name (Brand Name in Bold)	Container Size	Alligare LLC	Bluegreen Water Technologies Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Group Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Lowest Bid Product Name	Remarks
60	Velpar L	2.5 gallon	N/B	N/B	N/B	\$112.00	N/B	\$74.00	\$79.00	N/B	Velpar L	
61	Velpar L	15 gallon	N/B	N/B	N/B	N/B	N/B	\$74.00	N/B	N/B	Velpar L	
62	Hexazinone	2.5 gallon	N/B	N/B	\$74.00	\$112.00	N/B	N/B	N/B	N/B	Tide Hexazinone	
63	Accuracy	1 gallon	N/B	N/B	N/B	\$35.25	N/B	N/B	N/B	N/B	Accuracy	
64	Polymer	2.5 gallon	N/B	N/B	N/B	N/B	\$28.99	\$33.25	\$36.98	\$76.00	Syndetic	
65	Antifoaming Agent	1 pint	N/B	N/B	N/B	\$8.75	N/B	N/B	\$12.89	\$6.71	Lesco Recede	
66	Silnet	1 gallon	N/B	N/B	N/B	\$45.00	\$46.00	\$44.00	\$43.87	N/B	Silnet 200	
67	Oil Carrier	2.5 gallon	N/B	N/B	N/B	\$27.27	\$15.98	N/B	\$16.89	\$19.20	EP Base Oil	
68	SunWet	2.5 gallon	N/B	N/B	N/B	\$17.84	\$18.98	\$17.82	N/B	N/B	SunWet	
69	SunWet	15 gallon	N/B	N/B	N/B	\$17.84	\$18.88	\$19.00	N/B	N/B	SunWet	
70	MSO (Must be Aquatic Safe) MSO (Must be Aquatic	2.5 gallon	N/B	N/B	\$14.00	\$19.60	\$18.00	\$13.50	\$13.28	N/B	RRSI Sunset	
71	Safe) MSO	15 gallon	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		No Award
72	(Must be Aquatic Safe)	30 gallon	N/B	N/B	N/B	\$19.00	N/B	N/B	\$13.00	N/B	RRSI Sunset	
73	Nu-Film IR	2.5 gallon	N/B	N/B	\$47.85	N/B	N/B	\$37.65	\$48.48	N/B	Nu-Film IR	CAS offered a product that did
74	Dyne-Amic	2.5 gallon	N/B	N/B	N/R	\$45.00	N/B	N/B	N/B	N/B	Dyne-Amic	not meet specs.
75	Dye (water soluble)	1 gallon	N/B	N/B	N/B	\$34.00	\$48.88	\$26.50	\$17.89	\$16.80	Lesco Tracker	
76	Induce	2.5 gallon	N/B	N/B	N/R	\$27.50	N/B	N/B	N/B	\$32.50	Induce	CAS offered a product that did not meet specs.
77	Breeze	2.5 gallon	N/B	N/B	N/B	N/B	\$20.98	N/B	N/B	N/B	Breeze	
78	Quest	2.5 gallon	N/B	N/B	N/R	\$29.75	N/B	N/B	N/B	N/B	Quest	CAS offered a product that did not meet specs.
79	MSO with Leci-tech	2.5 gallon	N/B	N/B	N/R	N/B	N/B	\$23.50	N/B	N/B	MSO with Leci- tech	CAS offered a product that did not meet specs.

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W/B - Withdrawl of Bid N/R - Non-Responsive Bid

				Bluegreen Water		Helena Agri	Heritage Landscape	Nutrien AG	Red River	SiteOne		
Item	Common Name (Brand Name in Bold)	Container Size	Alligare LLC	Technologies Inc	Coastal Ag Supply LLC	Enterprises LLC	Supply Group Inc	Solutions Inc	Specialties LLC	Landscape Supply LLC	Lowest Bid Product Name	Remarks
item	(Brana Namo in Bola)	OILO		0	ouppiy LLo	220	Group mo			ouppiy LLO	MSO with Leci-	Tromaino
80	MSO with Leci-tech	30 gallon	N/B	N/B	N/B	N/B	N/B	\$23.50	N/B	N/B	tech	
81	LI-700	2.5 gallon	N/B	N/B	N/B	N/B	N/B	\$25.00	N/B	N/B	LI-700	
82	LI-700	30 gallon	N/B	N/B	N/B	N/B	N/B	\$25.00	N/B	N/B	LI-700	
83	DLZ	2.5 gallon	N/B	N/B	N/B	\$25.00	N/B	N/B	N/B	N/B	DLZ	
84	Hydrovant	2.5 gallon	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		No Award
85	Green Clean (Liquid)	2.5 gallon	N/B	N/B	N/B	\$20.62	\$18.99	\$20.31	N/B	N/B	Green Clean (Liquid)	
86	Green Clean (Liquid)	15 gallon	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		No Award
87	Green Clean (Liquid)	55 gallon	N/B	N/B	N/B	\$20.62	\$18.00	\$17.18	N/B	N/B	Green Clean (Liquid)	
88	Oximycin	2.5 gallon	N/B	N/B	N/B	N/B	N/B	\$22.81	\$24.50	N/B	Oximycin	
89	Oximycin	275 gallon	N/B	N/B	N/B	N/B	\$19.98	\$20.31	\$22.65	N/B	Oximycin	
90	Green Clean (Granular)	50 pound	N/B	N/B	N/B	\$1.30	\$1.35	\$1.25	N/B	N/B	Green Clean (Granular)	
91	Phycomycin	50 pound	N/B	N/B	N/B	\$1.28	\$1.28	\$1.27	\$1.28	\$1.36	Phycomycin	
92	PAK 27	50 pound	N/B	N/B	N/B	\$1.76	\$1.77	\$1.75	\$1.72	\$1.93	PAK 27	
93	Lake Guard Oxy	50 pound	N/B	\$12.50	N/B	N/B	N/B	N/B	N/B	N/B	Lake Guard Oxy	
94	Lake Guard Oxy	1000 pound	N/B	\$11.50	N/B	N/B	N/B	N/B	N/B	N/B	Lake Guard Oxy	

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	Price	Agreement	Number:	4600004810	4600004811	4600004812	4600004813	4600004814	4600004815	4600004816	
			Number.:	123298	1000000855	113698	1000000696	116153	106830	116070	
Item	Common Name (Brand Name in Bold)	Container Size	SFWMD Material #	Bluegreen Water Tech Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Grp Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Product Name
1	Weedar 64	2.5 gallon	103860	N/B	N/B	\$27.95	N/B	\$22.50	\$23.24	\$26.50	Weedar 64
	_										WPAC 2,4-D
	2,4D	2.5 gallon	100107	N/B	\$20.00	\$27.95	\$20.99	\$21.00	\$21.00	N/B	Amine 4
3	2,4D	15 gallon					No Aw	ard		,	
4	Freelexx	2.5 gallon	105652	N/B	N/B	\$28.00	\$30.00	\$30.00	\$30.00	N/B	Freelexx
5	Aqua Sweep	2.5 gallon	103354	N/B	N/B	\$58.45	\$58.45	\$58.45	N/B	N/B	Aqua Sweep
6	Ammonium salt of imazamox	2.5 gallon	100777	N/B	\$195.85	\$202.00	\$198.00	\$190.00	N/B	W/D	Top Deck
7	Clearcast	2.5 gallon	105612	N/B	N/B	\$235.20	N/B	\$235.20	\$235.20	N/B	Clearcast
8	Ammonium salt of imazamox	15 gallon	102570	N/B	\$223.00	\$202.00	\$210.00	\$191.00	N/B	N/B	Top Deck
9	Clearcast	15 gallon	103861	N/B	N/B	\$235.20	\$243.90	\$235.20	\$235.20	N/B	Clearcast
10	Triclopyr (aquatic)	2.5 gallon	100108	N/B	\$43.00	\$52.00	\$71.42	\$38.00	\$48.40	N/B	Element 3A
11	Triclopyr (aquatic)	30 gallon	100779	N/B	\$42.00	\$52.00	\$71.42	\$37.00	\$48.40	N/B	Element 3A
12	Vastlan	2.5 gallon	105653	N/B	N/B	\$102.00	\$102.00	\$102.00	\$102.00	N/B	Vastlan
13	Trycera	2.5 gallon	103862	N/B	N/B	\$83.00	N/B	N/B	N/B	N/B	Trycera
14	Trycera	30 gallon	105650	N/B	N/B	\$82.00	N/B	N/B	N/B	N/B	Trycera
15	Renovate 3	250 gallon	103863	N/B	N/B	\$115.45	\$118.50	\$115.45	\$115.45	\$213.24	Renovate 3
16	Triclopyr ester	2.5 gallon	100802	N/B	\$52.00	\$64.20	\$89.42	\$50.00	\$59.38	\$77.20	Element 4
17	Triclopyr ester in oil (ready to use)	2.5 gallon	100681	N/B	N/B	\$62.00	\$63.30	N/B	\$48.92	N/B	Pathfinder II
18	Stingray	2.5 gallon	105004	N/B	N/B	\$375.00	\$375.00	\$375.00	\$375.00	N/B	Stingray
19	Diquat dibromide	2.5 gallon					No Aw	ard			
20	Diquat dibromide	2.5 gallon	100054	N/B	\$62.99	\$60.00	\$64.28	\$60.00	\$77.48	\$77.60	Tribune
21	Diquat dibromide	30 gallon	103122	N/B	\$62.99	N/B	N/B	N/B	N/B	N/B	Alligare Diquat
	Diquat dibromide	250/265 gal ret container	101272	N/B	N/B	\$60.00	N/B	\$57.77	N/B	N/B	Tribune
23	Aqua Strike	2.5 gallon	103356	N/B	N/B	\$76.75	\$76.75	\$76.75	N/B	N/B	Aqua Strike

<sup>\*</sup> Unit Prices shall not exceed two (2) decimal places.

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Item	Common Name (Brand Name in Bold)	Container Size	SFWMD Material #	Bluegreen Water Tech Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Grp Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Product Name
	mono(N,N- dimethylalkylamine) salt of endothall	2.5 gallon	100056	N/B	N/B	\$86.70	\$86.70	\$86.70	N/B	N/B	Hydrothol 191
25	Dipotassium salt of endothall	2.5 gallon	100048	N/B	N/B	\$83.30	\$83.30	\$83.30	N/B	N/B	Aquathol K
26	Dipotassium salt of endothall	30 gallon	100049	N/B	N/B	\$83.30	\$83.30	\$83.30	N/B	N/B	Aquathol K
27	Dipotassium salt of endothall	20 pound	100069	N/B	N/B	\$21.50	\$21.50	\$21.50	N/B	N/B	Aquathol Super K
28	Glyphosate (aquatic)	2.5 gallon	100113	N/B	\$25.00	\$33.75	\$35.00	\$32.00	\$24.98	\$39.20	Roundup Custom
29	Glyphosate (aquatic)	30 gallon	100104	N/B	N/B	\$32.63	\$34.50	\$31.50	\$24.56	\$35.33	Roundup Custom
30	Glyphosate (aquatic)	250/265 gal ret container	100830	N/B	\$24.00	\$32.33	\$33.00	\$31.00	\$24.00	\$38.12	Imitator Aquatic
31	Glyphosate (with surfactant)	2.5 gallon	100706	N/B	\$16.85	\$26.69	\$24.98	\$26.00	\$19.00	\$28.00	Glystar Plus
32	Glyphosate (with surfactant)	30 gallon	100705	N/B	N/B	\$23.75	\$24.58	\$26.00	\$17.98	\$26.97	Ranger Pro
33	Glyphosate (with surfactant)	250/265 gal ret container 30 gal	100841	N/B	\$14.00	\$23.43	\$24.00	\$25.74	\$17.55	\$26.65	Slam 41
34	Glyphosate (with surfactant)	returnable container	102832	N/B	N/B	N/B	\$52.00	N/B	N/R	N/B	Roundup Powermax
35	Ammonium salt of imazapic	2.5 gallon	100118	N/B	\$117.85	\$122.00	\$129.00	\$119.00	\$128.40	\$155.20	Panoramic 2SL
36	Isopropylamine salt of imazapyr	2.5 gallon	100825	N/B	\$69.96	\$70.00	\$71.98	\$66.77	\$72.00	\$140.80	Alligare Ecomazapyr
37	Isopropylamine salt of imazapyr	15 gallon	100809	N/B	N/B	N/B	N/B	N/B	\$69.48	N/B	Arsenal
38	Isopropylamine salt of imazapyr	30 gallon	100810	N/B	N/B	\$70.00	\$71.98	N/B	\$69.48	N/B	Arsenal
39	Sonar Q	40 pound	100116	N/B	N/B	\$36.79	N/B	\$36.79	\$36.79	\$46.00	Sonar Q
40	Fluridone	1 quart	103865	N/B	N/R	N/R	N/B	\$982.00	\$836.53	\$573.50	Avast

<sup>\*</sup> Unit Prices shall not exceed two (2) decimal places.

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Item	Common Name (Brand Name in Bold)	Container Size	SFWMD Material #	Bluegreen Water Tech Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Grp Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Product Name
41	Sonar Genesis	1 gallon	103866	N/B	N/B	\$298.37	N/B	W/D	\$298.37	\$298.37	Sonar Genesis
42	Sonar Genesis	250 gal ret container	103867	N/B	N/B	\$298.37	\$298.37	W/D	\$298.37	N/B	Sonar Genesis
43	Sonar One	20 pound	102560	N/B	N/B	\$35.43	\$35.43	W/D	\$35.43	\$708.60	Sonar One
44	Metsulfuron Methyl Aminopyralid -	4 pound	102571	N/B	N/R	\$84.00	\$78.98	W/D	N/B	\$93.56	Escort XP
45	Triclopyr	2.5 gallon	103355	N/B	N/B	\$57.50	\$57.50	\$57.50	\$57.50	N/B	Capstone
46	Aminopyralid	2.5 gallon	100821	N/B	\$275.00	\$297.76	\$325.00	\$312.50	\$325.00	N/B	Whetstone
47	Galleon	1 quart	105001	N/B	N/B	\$654.75	\$654.75	\$654.75	\$654.75	N/B	Galleon
48	Galleon	2.5 gallon	103358	N/B	N/B	\$2,455.94	\$2,455.94	\$2,455.94	\$2,455.94	N/B	Galleon
49	Flumioxazin Aquatic	1 gallon	105613	N/B	\$257.95	\$360.00	\$269.98	\$250.00	N/B	\$325.00	Flumiguard
50	Clipper SC	1 gallon	103869	N/B	N/B	\$370.00	\$399.98	\$347.41	\$330.76	N/B	Clipper SC
51	Flumioxazin Aquatic	5 pound	103800	N/B	\$34.00	\$45.25	\$36.50	\$32.95	\$39.94	N/B	Schooner
52	Tradewind	2 pound	103164	N/B	N/B	\$775.20	N/B	\$775.20	N/B	N/B	Tradewind
53	Oasis	2.5 gallon	103359	N/B	N/B	\$2,715.34	\$2,715.34	\$2,715.34	\$2,715.34	N/B	Oasis
54	TIGR	2.5 gallon	103870	N/B	N/B	\$334.59	\$334.59	W/D	\$334.59	N/B	TIGR
55	ProcellaCor SC	Small Case: (6) 16.2 oz bottles/case	103845	N/B	N/B	\$3,204.00	\$3,204.00	\$3,204.00	N/B	N/B	ProcellaCor SC (Small Case)
56	ProcellaCor SC	Large Case: (2) 135 oz bottles/case	105002	N/B	N/B	\$8,900.00	\$8,900.00	\$8,900.00	N/B	N/B	ProcellaCor SC (Large Case)
57	Method 240 SL	2.5 gallon	103843	N/B	N/B	\$343.04	\$343.04	\$343.04	\$343.04	N/B	Method 240 SL
58	Pendulum Aquacap	2.5 gallon	105590	N/B	N/R	\$52.00	\$69.99	\$54.00	N/B	\$52.80	Pendulum Aquacap
59	Pendulum Aquacap 3.3 EC	2.5 gallon					No Awa	ard			
60	Velpar L	2.5 gallon	105665	N/B	N/B	\$112.00	N/B	\$74.00	\$79.00	N/B	Velpar L
61	Velpar L	15 gallon	105666	N/B	N/B	N/B	N/B	\$74.00	N/B	N/B	Velpar L
62	Hexazinone	2.5 gallon	100105	N/B	\$74.00	\$112.00	N/B	N/B	N/B	N/B	Tide Hexazinone
63	Accuracy	1 gallon	103692	N/B	N/B	\$35.25	N/B	N/B	N/B	N/B	Accuracy

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							Heritage			au a	
			SFWMD	Bluegreen	Coastal Ag	Helena Agri	Landscape	Nutrien AG	Red River	SiteOne	
	Common Name (Brand Name in Bold)	Container Size	Material #	Water Tech Inc	Supply LLC	Enterprises LLC	Supply Grp Inc	Solutions Inc	Specialties LLC	Landscape Supply LLC	Product Name
Item	,						-			,	
64	Polymer	2.5 gallon	100046	N/B	N/B	N/B	\$28.99	\$33.25	\$36.98	\$76.00	Syndetic
	Antifoaming Agent	1 pint	100041	N/B	N/B	\$8.75	N/B	N/B	\$12.89	\$6.71	Lesco Recede
66	Silnet	1 gallon	100087	N/B	N/B	\$45.00	\$46.00	\$44.00	\$43.87	N/B	Silnet 200
67	Oil Carrier	2.5 gallon	100819	N/B	N/B	\$27.27	\$15.98	N/B	\$16.89	\$19.20	EP Base Oil
68	SunWet	2.5 gallon	105006	N/B	N/B	\$17.84	\$18.98	\$17.82	N/B	N/B	SunWet
69	SunWet	15 gallon	105007	N/B	N/B	\$17.84	\$18.88	\$19.00	N/B	N/B	SunWet
70	MSO	2.5 gallon	100083	N/B	\$14.00	\$19.60	\$18.00	\$13.50	\$13.28	N/B	RRSI Sunset
71	MSO	15 gallon			-		No Awa	ard			
72	MSO	30 gallon	105614	N/B	N/B	\$19.00	N/B	N/B	\$13.00	N/B	RRSI Sunset
73	Nu-Film IR	2.5 gallon	100115	N/B	\$47.85	N/B	N/B	\$37.65	\$48.48	N/B	Nu-Film IR
74	Dyne-Amic	2.5 gallon	103381	N/B	N/R	\$45.00	N/B	N/B	N/B	N/B	Dyne-Amic
75	Dye (water soluble)	1 gallon	100824	N/B	N/B	\$34.00	\$48.88	\$26.50	\$17.89	\$16.80	Lesco Tracker
76	Induce	2.5 gallon	105454	N/B	N/R	\$27.50	N/B	N/B	N/B	\$32.50	Induce
77	Breeze	2.5 gallon	103872	N/B	N/B	N/B	\$20.98	N/B	N/B	N/B	Breeze
78	Quest	2.5 gallon	103167	N/B	N/R	\$29.75	N/B	N/B	N/B	N/B	Quest
79	MSO with Leci-tech	2.5 gallon	105592	N/B	N/R	N/B	N/B	\$23.50	N/B	N/B	MSO with Leci- tech
80	MSO with Leci-tech	30 gallon	105593	N/B	N/B	N/B	N/B	\$23.50	N/B	N/B	MSO with Leci- tech
	LI-700	2.5 gallon	105594				N/B			·	LI-700
<u> </u>	LI-700		105594	N/B	N/B	N/B	N/B	\$25.00	N/B	N/B	LI-700
82		30 gallon		N/B	N/B	N/B		\$25.00	N/B	N/B	
	DLZ	2.5 gallon	105712	N/B	N/B	\$25.00	N/B	N/B	N/B	N/B	DLZ
84	Hydrovant Green Clean	2.5 gallon					No Awa	ard			Orean Class
85	(Liquid)	2.5 gallon	105657	N/B	N/B	\$20.62	\$18.99	\$20.31	N/B	N/B	Green Clean (Liquid)
- 55	Green Clean	94.1011	10007	14/10	14/0	Ψ20.02	ψ10.00	Ψ20.01	14/0	14/5	(=:4a.a)
86	(Liquid)	15 gallon					No Awa	ard			
	Green Clean										Green Clean
87	(Liquid)	55 gallon	105659	N/B	N/B	\$20.62	\$18.00	\$17.18	N/B	N/B	(Liquid)

<sup>\*</sup> Unit Prices shall not exceed two (2) decimal places.

Open Date: பூர்ச 7, 2023 RFB 6000001449

N/R - Non-Responsive Bid

Item	Common Name (Brand Name in Bold)	Container Size	SFWMD Material #	Bluegreen Water Tech Inc	Coastal Ag Supply LLC	Helena Agri Enterprises LLC	Heritage Landscape Supply Grp Inc	Nutrien AG Solutions Inc	Red River Specialties LLC	SiteOne Landscape Supply LLC	Product Name
88	Oximycin	2.5 gallon	105660	N/B	N/B	N/B	N/B	\$22.81	\$24.50	N/B	Oximycin
89	Oximycin	275 gallon	105662	N/B	N/B	N/B	\$19.98	\$20.31	\$22.65	N/B	Oximycin
	Green Clean (Granular)	50 pound	105658	N/B	N/B	\$1.30	\$1.35	\$1.25	N/B	N/B	Green Clean (Granular)
91	Phycomycin	50 pound	105663	N/B	N/B	\$1.28	\$1.28	\$1.27	\$1.28	\$1.36	Phycomycin
92	PAK 27	50 pound	105664	N/B	N/B	\$1.76	\$1.77	\$1.75	\$1.72	\$1.93	PAK 27
93	Lake Guard Oxy	50 pound	105710	\$12.50	N/B	N/B	N/B	N/B	N/B	N/B	Lake Guard Oxy
94	Lake Guard Oxy	1000 pound	105711	\$11.50	N/B	N/B	N/B	N/B	N/B	N/B	Lake Guard Oxy

Final Edits 06.29.2023 -KH



#### PRICE AGREEMENT AWARD NOTIFICATION

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**TO:** BlueGreen US Water Technologies, Inc.

301 South Hills Village Suite LL200 #452 Pittsburgh, PA 15241

**Delivery:** 10 Days of PO Issuance

**VENDOR NUMBER:** 123298

**DATE:** July 1, 2023

\_\_\_\_\_

AGREEMENT NUMBER: 4600004810 BID/QUOTE NUMBER: 6000001449

Title: Herbicides, Adjuvants and Algaecides

District Contact: Kari Hansen
Telephone: (561) 682-6757

Email: AHansen@sfwmd.gov

Vendor Contact: Mike Pelz Telephone: (828) 384-5146

**Mobile:** (828) 384-5146

FOB Destination Email: Mike.Pelz@BlueGreenWaterTech.com

**SPECIAL INSTRUCTIONS:** When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### **COMMODITIES**

Item	Material	Description	Unit	Price
1	105710	ALG,LAKE GUARD OXY,50LB	LB	12.50
2	105711	ALG,LAKE GUARD OXY,1000LB	LB	11.50

- o Item 1 is per pallet, with QTY 40 of 50lbs each for total of 1 ton
- o Item 2 is per pallet, with QTY 1 of 1000lbs each for total of 0.5 ton

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.

#### PRICE AGREEMENT AWARD NOTIFICATION

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**TO:** Coastal Ag Supply LLC

590 NW 3rd Street Mulberry, FL 33860

**VENDOR NUMBER:** 1000000855

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AGREEMENT NUMBER: 4600004811 BID/QUOTE NUMBER: 6000001449

Title: Herbicides, Adjuvants and Algaecides District Contact: Kari Hansen

**Telephone:** (561) 682-6757

**DATE:** July 1, 2023

**Agreement Period:** 07/01/2023 thru 06/30/2024 **Fax:** (561) 682-5992

Email: AHansen@sfwmd.gov

**Vendor Contact:** Anthony Machado

**Telephone:** (813) 777-4423 **Mobile:** (813) 777-4423

Email: AMachado@CoastalAgSupply.com

**Delivery:** 10 Days of PO Issuance

FOB Destination

**SPECIAL INSTRUCTIONS:** When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### **COMMODITIES**

Item	Material	Description	Unit	Price
1	100107	HERB,2,4-D,2.5GAL	GAL	20.00
2	103122	HERB,DIQUAT,30GAL	GAL	62.99
3	100830	HERB,GLYPHOSATE AQUATIC,250/265GAL	GAL	24.00
4	100706	HERB,GLYPHOSATE,2.5GAL	GAL	16.85
5	100841	HERB,GLYPHOSATE,250GAL	GAL	14.00
6	100118	HERB,IMAZAPIC,2.5GAL	GAL	117.85
7	100821	HERB,AMINOPYRALID,2.5GAL	GAL	275.00
8	100105	HERB,HEXAZINONE,2.5GAL	GAL	74.00

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.

#### PRICE AGREEMENT AWARD NOTIFICATION

Helena Agri Enterprises, LLC. TO:

> 2405 N 71st Street Tampa, FL 33619

**DATE:** July 1, 2022

**VENDOR NUMBER:** 113698

AGREEMENT NUMBER: 4600004812 **BID/QUOTE NUMBER:** 6000001449

Title: Herbicides, Adjuvants and Algaecides

**Agreement Period:** 07/01/2023 thru 06/30/2024

**District Contact**: Kari Hansen **Telephone:** (561) 682-2793

**Fax:** (561) 682-5992

Email: AHansen@sfwmd.gov

**Vendor Contact:** James Boggs **Telephone:** (813) 217-9486 **Mobile:** (863) 557-0076

**Delivery:** 10 Days, FOB Destination Email: boggsj@helenaagri.com

**SPECIAL INSTRUCTIONS:** When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### **COMMODITIES**

Item	Material	Description	Unit	Price
1	105652	HERB,FREELEXX,2.5GAL	GAL	28.00
2	105612	HERB,CLEARCAST,1GAL	GAL	235.20
3	103862	HERB,TRYCERA,2.5GAL	GAL	83.00
4	105650	HERB,TRYCERA,30GAL	GAL	82.00
5	105004	HERB,STINGRAY,2.5GAL	GAL	375.00
6	100054	HERB,DIQUAT,2.5GAL	GAL	60.00
7	103356	HERB,AQUASTRIKE,2.5GAL	GAL	76.75
8	100056	HERB,HYDROTHOL,191,2.5GAL	GAL	86.70
9	100049	HERB,ENDOTHALL,30GAL	GAL	83.30
10	100069	HERB,ENDOTHALL,20LB	LB	21.50

Continued on page 2

Item	Material	Description	Unit	Price
11	103164	HERB,TRADEWIND,2LB	LB	775.20
12	103870	HERB,TIGR,1LB	LB	334.59
13	105002	HERB,PROCELLACOR SC,135OZ,2BT/CS	CV	8,900.00
14	105590	HERB,PENDULUM AQUACAP,2.5GAL	GAL	52.00
15	103692	ADJ,ACCURACY,1GAL	GAL	35.25
16	105007	ADJ,SUNWET,15GAL	GAL	17.84
17	103381	ADJ,DYNE-AMIC,2.5GAL	GAL	45.00
18	105454	ADJ.INDUCE,2.5GAL	GAL	27.50
19	103167	ADJ,QUEST,2.5GAL	GAL	29.75
20	105712	ADJ,DLZ,2.5GAL	GAL	25.00

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.

#### PRICE AGREEMENT AWARD NOTIFICATION

**TO:** Heritage Professional Products Group

2601 W. Orange Blossom Trail

Apopka, FL 32712

(formally Winfield Solutions LLC) **VENDOR NUMBER:** 1000000696

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**AGREEMENT NUMBER:** 4600004813 **BID/QUOTE NUMBER:** 6000001449

Title: Herbicides, Adjuvants and Algaecides District Contact: Kari Hansen

**Telephone:** (561) 682-6757

**DATE:** July 1, 2023

**Fax:** (561) 682-5992 **Agreement Period:** 07/01/2023 thru 06/30/2024 **Email:** AHansen@sfwmd.gov

FOB Destination Vendor Contact: Dharmen Setaram Telephone/Mobile: (407) 670-4094

**Delivery:** 10 Days of PO Issuance **Email:** dharmen.setaram@heritageppg.com

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the

delivery site staff.

#### **COMMODITIES**

Item	Material	Description	Unit	Price
1	103354	HERB,AQUASWEEP,2.5GAL	GAL	58.45
2	105653	HERB, VASTLAN, 2.5 GAL	GAL	102.00
3	102832	HERB,GLYPHOSATE,30GAL,RETURN CONT	GAL	52.00
4	103867	HERB,SONAR GENESIS,250GAL	GAL	298.37
5	102560	HERB,FLURIDONE,SONAR ONE,20LBS/PL	LB	35.43
6	102571	HERB,METSULFURON METHYL,4LB	LB	79.98
7	103358	HERB,GALLEON SC,2.5GAL	GAL	2,455.94
8	103845	HERB,PROCELLACOR SC,16.20OZ,6BT/CS	ВТ	3,204.00
9	103843	HERB,METHOD 240SL,2.5GAL	GAL	343.04
10	100046	ADJ,POLYMER,2.5GAL	GAL	28.99
11	100819	ADJ,OIL CARRIER,2.5GAL	GAL	15.98
12	103872	ADJ,BREEZE,2.5GAL	GAL	20.98
13	105657	ALG,GREEN CLEAN,2.5GAL	GAL	18.99
14	105662	ALG,OXIMYCIN,275GAL	GAL	19.98

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and District Purchase Order



#### PRICE AGREEMENT AWARD NOTIFICATION

TO: Nutrien Solutions, Inc. 2100 Moores Lane Mulberry, FL 33860

**VENDOR NUMBER:** 116153

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AGREEMENT NUMBER: 4600004814 BID/QUOTE NUMBER: 6000001449

Title: Herbicides, Adjuvants and Algaecides District Contact: Kari Hansen

**Telephone:** (561) 682-6757

**DATE:** July 1, 2023

**Agreement Period:** 07/01/2023 thru 06/30/2024 **Fax:** (561) 682-5992

Email: AHansen@sfwmd.gov

Vendor Contact: Stephanie Walters

**Delivery:** 10 days of PO Issuance **Telephone:** (407) 466-8360

FOB Destination Email: <u>Stephanie.Walters@Nutrien.com</u>

**SPECIAL INSTRUCTIONS:** When indicated, please give a notice of delivery telephone call to the

**COMMODITIES** 

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Item	Material	Description	Unit	Price
1	103860	HERB,WEEDAR 64,2.5GAL	GAL	22.50
2	100777	HERB,IMAZAMOX,1GAL	GAL	190.00
3	102570	HERB,IMAZAMOX,15GAL	GAL	191.00
4	100108	HERB,TRICLOPYR AQ,2.5GAL,3,ACID/GAL	GAL	38.00
5	100779	HERB,TRICLOPYR AQUATIC,30GAL	GAL	37.00
6	103863	HERB,RENOVATE,250GAL	GAL	115.45
7	100802	HERB,TRICLOPYR ESTER,2.5GAL	GAL	50.00
8	101272	HERB,DIQUAT,250GAL	GAL	57.77
9	100048	HERB,ENDOTHALL,2.5GAL	GAL	83.30
10	100825	HERB,IMAZAPYR,2.5GAL	GAL	66.77

Continued on Page 2

delivery site staff.



Item	Material	Description	Unit	Price
11	103355	HERB,AMINOPYRALID-TRICLOPYR,2.5GAL	GAL	57.50
12	105613	HERB,FLUMIOXAZIN,1GAL	GAL	250.00
13	103800	HERB,FLUMIOXAZIN,5LB	LB	32.95
14	103359	HERB,OASIS,2.5GAL	GAL	2,715.34
15	105665	HERB, VELPAR L VU, 2.5 GAL	GAL	74.00
16	105666	HERB, VELPAR L CU, 15GAL	GAL	74.00
17	105006	ADJ,SUNWET,2.5GAL	GAL	17.82
18	100115	ADJ,NU-FILM IR,2.5GAL	GAL	37.65
19	105592	ADJ,MSO WITH LECI-TECH,2.5GAL	GAL	23.50
20	105593	ADJ,MSO WITH LECI-TECH,30GAL	GAL	23.50
21	105594	ADJ,LI-700,2.5GAL	GAL	25.00
22	105651	ADJ,LI-700,15GAL	GAL	25.00
23	105659	ALG,GREEN CLEAN,55GAL	GAL	17.18
24	105660	ALG,OXIMYCIN,2.5GAL	GAL	22.81
25	105658	ALG,GREEN CLEAN,15GAL	GAL	1.25
26	105663	ALG,PHYCOMYCIN,50LB	LB	1.27

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.



#### PRICE AGREEMENT AWARD NOTIFICATION

**TO:** Red River Specialties, LLC **DATE:** July 1, 2023

1324 North Hearne Ave., Suite 120

Shreveport, LA 71107 **VENDOR NUMBER:** 106830

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AGREEMENT NUMBER: 4600004815 BID/QUOTE NUMBER: 6000001449

Title: Herbicides, Adjuvants and Algaecides District Contact: Kari Hansen

Telephone: (561) 682-6757

**Agreement Period:** 07/01/2023 thru 06/30/2024 **Fax:** (561) 682-5992

Email: AHansen@sfwmd.gov

Vendor Contact: Dan Roach Mobile: (229) 924-9459 or Chris Kuck (229) 938-9605

**Telephone:** (409) 224-9332

Email: Chad.Chambliss@Azelis.com

**Delivery:** 10 Days of PO Issuance

FOB Destination

**SPECIAL INSTRUCTIONS:** When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### COMMODITIES

Item	Material	Description	Unit	Price
1	103861	HERB,CLEARCAST,15GAL	GAL	235.20
2	100681	HERB,TRICLOPYR ES,MIXED IN OIL,2.5GAL	GAL	48.92
3	100113	HERB,GLYPHOSATE AQUATIC,2.5GAL	GAL	24.98
4	100104	HERB,GLYPHOSATE AQUATIC,30GAL	GAL	24.56
5	100705	HERB,GLYPHOSATE,30GAL	GAL	17.98
6	100809	HERB,IMAZAPYR,15GAL	GAL	69.48
7	100810	HERB,IMAZAPYR,30GAL	GAL	69.48
8	100116	HERB,FLURIDONE,SONAR Q,40LBS	LB	36.79
9	103866	HERB,SONAR GENESIS,1GAL	GAL	298.37
10	105001	HERB,GALLEON SC,1QT	QT	654.75
11	103869	HERB,CLIPPER SC,1GAL	GAL	330.76
12	100087	ADJ,SPREADER,SILICON,SILNET,1GAL	GAL	43.87
13	100083	ADJ,MSO,2.5GAL	GAL	13.28
14	105614	ADJ,MSO,30GAL	GAL	13.00
15	105664	ALG,PAK27,50LB	LB	1.72

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.

**Delivery:** 7 Days FOB Destination

### SOUTH FLORIDA WATER MANAGEMENT DISTRICT

#### PRICE AGREEMENT AWARD NOTIFICATION

**TO:** Site One Landscape Supply

1385 East 36th Street Cleveland, OH 44114 **DATE:** July 1, 2023

**VENDOR NUMBER:** 116070

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AGREEMENT NUMBER: 4600004816 BID/QUOTE NUMBER: 6000001449

Title: Herbicides, Adjuvants and Algaecides District Contact: Kari Hansen

**Telephone:** (561) 682-6757

Email: AHansen@sfwmd.gov

**Vendor Contact:** Andres Alvarez **Telephone:** (216) 706-9250

Mobile: (954) 952-5722 Email: bids@siteone.com

**SPECIAL INSTRUCTIONS:** When indicated, please give a notice of delivery telephone call to the delivery site staff.

#### **COMMODITIES**

Item	Material	Description	Unit	Price
1	103865	HERB,FLURIDONE,1QT	QT	573.50
2	100041	ADJ,ANTIFOAMING,1PT	PT	6.71
3	100824	ADJ,DYE,1GAL	GAL	16.80

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and District Purchase Order.

# TENTH ORDER OF BUSINESS

# **10A**

AMENDMENT 1 TO
WORK AUTHORIZATION 202

Globaltech No. 151314

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the <u>CORAL SPRINGS IMPROVEMENT DISTRICT</u>, hereinafter referred to as "OWNER", and <u>Globaltech, Inc.</u>, hereinafter referred to as "FIRM", dated <u>July 1</u>, <u>2012</u> (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the <u>North Blower Room</u> Replacement, hereinafter referred to as the "Specific Project."

Section 1 - Terms

NO CHANGE.

Section 2 – Scope of Work

Amendment 1 refunds unused funding for the blower purchase of **\$206,994.28** 

Below are the unspent charges:

Following the execution of WA-202, Globaltech was able to find a second vendor (Continental) that could provide the replacement blowers, meet the specifications, and deliver the blowers on schedule. The change in vendors resulted in a savings to OWNER of \$206,994.28 which is being returned in the Amendment.

Section 3 – Location

NO CHANGE.

Section 4 – Deliverables

NO CHANGE.

#### Section 5 - Time of Performance

NO CHANGE.

#### Section 6 - Method and Amount of Compensation

This Amendment No. 1 to Work Authorization 202 decreases the \$919,363.63 contract value by -\$206,994.28 to a new final contract amount of \$712,369.35

Original Contract	\$919,393.63
CO1 - Unspent Allowance	-\$206,994.28
Total	\$712,369.35

#### **Section 7 – Application for Progress Payment**

NO CHANGE.

Section 8 - Responsibilities

NO CHANGE.

**Section 9 – Insurance** 

NO CHANGE.

Section 10 - Level of Service

NO CHANGE.

Section 11 - Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Work Authorization, consisting of <u>Three (3)</u> pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and, in its behalf, effective as of the date herein above written.

	CORAL SPRINGS IMPROVEMENT DISTRICT
Signature of Witness	
	Signature of President
Printed name of Witness	
	Printed Name of President
	Date
	Approved as to form and legality
	District Counsel
State of Florida	ENGINEER
County of Palm Beach	
	Globaltech, Inc.
The foregoing instrument was	Company
acknowledged before me on this	
<u>17<sup>th</sup></u> day of <u>July</u> 2023 by	Signature
<u>David Schuman</u>	David Schuman. P.E., Vice President
who is <u>personally known</u> to me OR	Name and Title (typed or printed)
produced	
as identification.	July 17, 2023
	Date
Signature of Notary	

## **10B**

# AMENDMENT 1 TO WORK AUTHORIZATION 204

Globaltech No. <u>151381</u>

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the <u>CORAL SPRINGS IMPROVEMENT DISTRICT</u>, hereinafter referred to as "OWNER", and <u>Globaltech, Inc.</u>, hereinafter referred to as "FIRM", dated <u>July 1</u>, <u>2012</u> (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the <u>High Service Pump</u> <u>Building Valve Replacement</u>, hereinafter referred to as the "Specific Project."

#### Section 1 - Terms

NO CHANGE.

#### Section 2 – Scope of Work

Amendment 1 reimburses the unused allowance and fees of \$13,966.11

#### Below are the approved charges applied toward the allowance:

- Installed new line stop on 16-inch water main
- Excavated area for new sample tap
- Installed new 6-cubic yard line stop
- Broke up and relocated concrete debris

#### Section 3 – Location

NO CHANGE.

#### Section 4 - Deliverables

NO CHANGE.

#### **Section 5 – Time of Performance**

NO CHANGE.

#### **Section 6 – Method and Amount of Compensation**

This Amendment No. 1 to Work Authorization 204 decreases the \$317,760.00 contract value by -\$13,966.11 to a new final contract amount of \$303,793.89.

Original Contract	\$317,760.00
CO1 - Unspent Allowance	-\$13,966.11
Total	\$303,793.89

#### **Section 7 – Application for Progress Payment**

NO CHANGE.

#### Section 8 – Responsibilities

NO CHANGE.

Section 9 - Insurance

NO CHANGE.

Section 10 - Level of Service

NO CHANGE.

Section 11 - Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Work Authorization, consisting of <u>Three (3)</u> pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and, in its behalf, effective as of the date herein above written.

	CORAL SPRINGS IMPROVEMENT DISTRICT
Signature of Witness	
	Signature of President
Printed name of Witness	
	Printed Name of President
	Date
	Approved as to form and legality
	District Counsel
State of Florida	ENGINEER
County of Palm Beach	
	Globaltech, Inc.
The foregoing instrument was	Company
acknowledged before me on this	
17 <sup>th</sup> day of <u>July</u> 2023 by	Signature
David Schuman	David Schuman. P.E., Vice President
who is <u>personally known</u> to me OR	Name and Title (typed or printed)
produced	
as identification.	July 17, 2023
	Date
Signature of Notary	

# **10C**

#### **WORK AUTHORIZATION**

CSID WA No. 215 Globaltech No. 151429

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis" between the <u>CORAL SPRINGS IMPROVEMENT DISTRICT</u>, hereinafter referred to as "OWNER", and <u>Globaltech, Inc.</u>, hereinafter referred to as "FIRM", dated <u>July 1</u>, <u>2012</u> (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the <u>Maintenance Building</u> <u>Noise Abatement and Air Flow Corrections</u>, hereinafter referred to as the "Specific Project".

#### Section 1 - Terms

FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization (WA) with the OWNER.

#### Section 2 – Scope of Work

OWNER has converted the second floor of the maintenance building into administrative offices. Currently 4 offices exist housing the Utility Director, Procurement Specialist, Maintenance Supervisor and a future Engineer. The offices were created without forethought into noise abatement or air flow. As a result, noise has become problematic and all return air flow passes through a single office. This problem has become more acute as a third employee has been added to this work area and more time is spent on conference calls and virtual

meetings. FIRM has been requested to assist OWNER with attenuating noise and improving air circulation to improve the work environment.

Several subcontractors were identified that were capable and experienced in working with commercial buildings. Based on phone interviews and a significant history in Broward County, Broward County Insulation and Air Conditioning (BCIAC) was selected to perform the work. A site inspection was conducted where the proximity and layout of the offices was observed. BCIAC then developed a plan to provide sound deadening materials to reduce ambient noise. As part of this inspection, it was observed that a significant amount of noise travels through the return air vent. It was decided that the vent will be sealed and several dedicated air returns will be installed to more efficiently move air throughout the second floor while dampening nose. In summary, BCIAC is proposing to add sound insulating materials to the walls and ceilings of four offices. Following the installation of the sound deadening materials, FIRM will subcontract the installation of solid core doors to further attenuate inter-office noise.

#### Task 1 – Engineering and Project Management

This task includes project management and engineering services required to complete the project.

#### **Engineering and Project Coordination**

- Prepare subcontracts, review insurance certificates and vet subcontractors.
- 2. Meet with subcontractors to review project buildings, access, and work schedules.
- 3. Develop project schedule and sequencing. Review project schedule with subcontractor and coordinate with OWNER.
- 4. Provided limited oversight of improvements

#### Task 2 - Construction Services

FIRM will provide the following services through subcontractor BCIAC and a yet to be determined door vendor. A copy of the proposal submitted by BCIAC is included in Attachment B.

<u>Wall Insulation</u> – Strategic walls will be selected for sound dampening. Walls will be strategically selected so that each interior wall is insulated while creating minimal interference. In this manner, work may be conducted within a specific office, an adjacent office or within the hallway to provide complete encapsulation of interior walls. Loose insulation will be blown into the interior space between the studs and drywall. This will be performed through "small holes" and will not require the removal of partitions or drywall. Mass loaded vinyl will then be glued onto the entire surface of the selected wall to deaden sound. Finally, a second layer of 5/8-inch "quite rock" drywall will be installed to complete process. Following the installation of the drywall, the joints will be taped, sanded and prepared for paint.

#### **Ceiling Insulation**

The ceiling of the administrative offices is a drop ceiling consisting of acoustic ceiling tiles mounted in a floating metal frame. Select ceiling tiles will be removed to provide access to the plenum above the drop ceiling. Three (3) inch mineral wool sound attenuation batts will be installed above the ceiling and around the lighting figures. Depending on heat load, insulation will not be placed over the existing fluorescent lighting fixtures.

#### Door Replacement

Each of the four offices is equipped with a hollow core door. The doors provide very little sound attenuation and do not fit snuggly to the floor. Four new solid core doors will be installed and fitted into the existing openings. New doors, jams, hinges and locking interior handsets will be provided and installed to further deaden sound. New jams will be properly sized to fit the modified and non-

standard wall thickness (5-1/2 inches) and finished with wood casing. Doors, jams and casing will be sanded, caulked and paint ready.

#### **AC Return Jumper Installation**

AC Return conduit will be installed linking the Engineer's Office and the Director's Office to the hallway. This will provide proper air flow and eliminate the noise currently being transmitted through the wall vent / returns. Conduit will be size appropriately to match room sizes and AC registers.

#### **Assumptions**

Assumptions for the project are as follows:

- Permits will not be required to conduct work.
- Work will be conducted during normal business hours (M F / 7:30 4:00).
- Work will be phased to the degree practical to only impact one office at a time.
- Prior to beginning work, OWNER will make arrangements to remove all personal and office fixtures from impacted walls.
- FIRM will not provide full time inspection services and will meet with subcontractors at the beginning and end of work.
- A firm cost estimate has not been provided by a door installation subcontractor. For the sake of this Work Authorization, a door allowance of \$1,500 / each is being assumed for the cost of the door and installation complete (including markup).
- Solid core doors will be provided without decorative finishes, moldings or paneling. Doors and casing will be "paint -grade" and not suitable for stain. Hardware will be contractor grade. To the extent possible, representative samples of the doors, casing and hardware will be reviewed with OWNER prior to installation.
- The site will be left clean and ready to be painted.

 Installation for the doors will be reviewed with OWNER and compared to door allowance. Actual cost below the door allowance will be returned to OWNER.

#### Section 3 – Location

The services to be performed by the FIRM shall be conducted within the Canal Maintenance Building on the CSID Utility Campus.

#### Section 4 – Deliverables

The FIRM will provide construction improvements outlined in Construction Services.

#### Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	0 Days
Prepare subcontracts	30 Days after NTP
Install wall and ceiling insulation	60 Days after NTP
Install AC jumpers	60 Days after NTP
Install doors & casing	75 Days after NTP
Substantial Completion	90 Days after NTP
Final Completion	114 Days after NTP

#### **Section 6 – Method and Amount of Compensation**

- The FIRM shall be paid by the OWNER in accordance with the Florida's Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
- 2. **Total job price:** \$40,870.00. Price does not include a construction allowance.

- On the terms contained in the FIRM's said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.
- 4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
- 5. A Budget Summary for the above LS is provided in Attachment A.

#### 7 – Application for Progress Payment

- Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.
- The Application for Progress Payment shall identify the amount of the FIRM
   Total Earnings to Date based upon value of original contract Work
   performed to date as approved by fully executed Change Orders.
- 3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 5% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 2.5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 2.5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. 218.70 et seq on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50%

completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.

- 4. When the OWNER reduces the retainage to two and one-half percent (2.5%), FIRM must obtain the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to five percent (5%) if the OWNER determines, at its discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding. (Not applicable)
- 5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
- 6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
  - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.
  - The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

- c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
- d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).
- 7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
- 8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien, or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.
- 9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
- 10. Progress Payments shall be made in accordance with the Local Government Prompt Payment Act. In the event any dispute with respect to any payment or pay request cannot be resolved between the FIRM and OWNER's project staff, FIRM may, in accordance with the

alternative dispute resolution requirements of Florida Statute section 218.72, et seq, demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.

11. The OWNER may refuse to make payment of the full amount because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date on which the invoice is stamped as received which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

#### Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or contracted services at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

- **8.1** The OWNER hereby designates <u>Joe Stephens</u> as the OWNER's representative.
- 8.2 In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:

- Provide copies of existing drawings and equipment cut sheets if requested by FIRM
- Pay for any required permit fees

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates <u>Rick Olson</u> as the FIRM's representative.

#### Section 9 - Insurance

The FIRM shall provide certificate of insurance to the OWNER setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

#### Section 10 - Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

#### Section 11 - Indemnification

The FIRM shall indemnify and hold harmless the OWNER its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of <u>ten (10)</u> pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

### CORAL SPRINGS IMPROVEMENT DISTRICT Signature of Witness Signature of President Printed name of Witness Printed Name of President Date Approved as to form and legality **District Counsel FIRM** State of Florida County of Palm Beach Globaltech. Inc. The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of July, 2023 by Signature **David Schuman** who is personally known to me OR David Schuman, Vice President Name and Title (typed or printed) produced as identification.

Signature of Notary

July 17, 2023

Date

### **Attachment A**

# **Budget Summary**



### **Takeoff Worksheet**

07/07/23

#### Coral Springs Improvement Dist 151429 CSID Office Sound Insulation

embly#	Part# Description	Unit	Quantity	Ext. Price
Job: 151429 CS Bid Item:	ID Office Sound Insulation 105 Sound Insulation & Door Rplc.			
	General Conditions	LS	1	3,800.00
	Engineering	LS	1	6,710.00
	Insulation Subcontractor	LS	1	24,360.00
	New Doors Supply & Installation	EA	4	6,000.00
			Bid Item Totals:	40,870.00
			Grand Totals:	40,870.00

#### ATTACHMENT A

#### **Coral Springs Improvement District**

#### Work Authorization No. 215 - Noise Abatement and Air Flow Correction

#### **Engineering Fee Details**

Task	Task Description	E7	E6	E2	CADD	CADD Adm 3	Adm 1	Total Labor	Expense/ Subconsul. Fee	Subconsul.
		\$190.00	\$185.00	\$108.00	\$105.00	\$77.00	\$52.00			
1	Engineering & Coordination									
	Project Management	4					4	\$1,738		
	Subcontract Preparation	4	0			4	2	\$1,172		
	Fiield Reviews	16				0	0	+ - ,		
	Final Completion Walkthrough	4	0	0	0	0	0	\$760		
	Labor Total Hours	28				14	6	48		
	Labor Total	\$5,320	\$0	\$0	\$0	\$1,078	\$312	\$6,710		
	Subconsultant Labor Total								\$0	
	Subconsultant Multiplier								1.1	
	Subcontract Total								\$0	
	Expenses								\$0	
	Expenses Multiplier								1.15	
	Expense Total								\$0	
	ENGINEERING TOTAL								\$6,710	

### **Attachment B**

### **BCIAC Proposal**

Agenda Page 205WW 20 Avenue
Fort Lauderdale, Fl 33309
Office 954-486-2898
Jeremiah 954-856-4393
Email: browardinsulation@yahoo.com
www.browardinsulation.com
Lic 18-I-20974-X

Proposal No:

Date:

# **Broward Insulation**

**Proposal** 

4031

07/03/2023

For: Globaltech

ROLson@globaltechdb.com 6001 Broken Sound Pkwy NW Boca Raton, FL, 33487-2752

Suite 610 9546479530

Description	Quantity	Rate	Amount
Joe's office	1	\$4,000.00	\$4,000.00
Utility director			
Fill cavities of hallway wall			
Glue mass loaded vinyl to surface of drywall			
Glue 5/8 quietrock drywall			
Finish and paint			
Install an AC jumper into supply room includes 10" flex duct with 2 drop in ceiling vents			
Pedro's office	1	\$5,750.00	\$5,750.00
Maintenance manager			
Fill cavities of 3 walls			
Glue mass loaded vinyl to surface of drywall			
Glue 5/8 quietrock drywall			
Finish and paint			
Procurement office	1	\$1,900.00	\$1,900.00
Fill cavities of hallway wall			
Glue mass loaded vinyl to surface of drywall			
Glue 5/8 quietrock drywall			
Finish and paint			
Engineers office	1	\$5,100.00	\$5,100.00
Fill cavities of 2 walls			
Glue mass loaded vinyl to surface of drywall			
Glue 5/8 quietrock drywall			
Finish drywall			
Timori di Jindii			
Install AC jumpers in maintenance manager, procurement and engineers office to common area of hallway	1	\$2,500.00	\$2,500.00
Install 3" mineral wool sound attenuated batts in all acoustical ceilings of offices and hallway	1	\$2,500.00	\$2,500.00

#### Broward Insulation - Proposal 4031 - 07/03/2023

Subtotal Total Agenda Page 276 \$21,750.00

\$21,750.00

Total

\$21,750.00

Notes

Payment options:
Cash & Checks
ADD 3.5% FOR CREDIT CARD
Payments are due the day of completion unless pre arranged for a later date

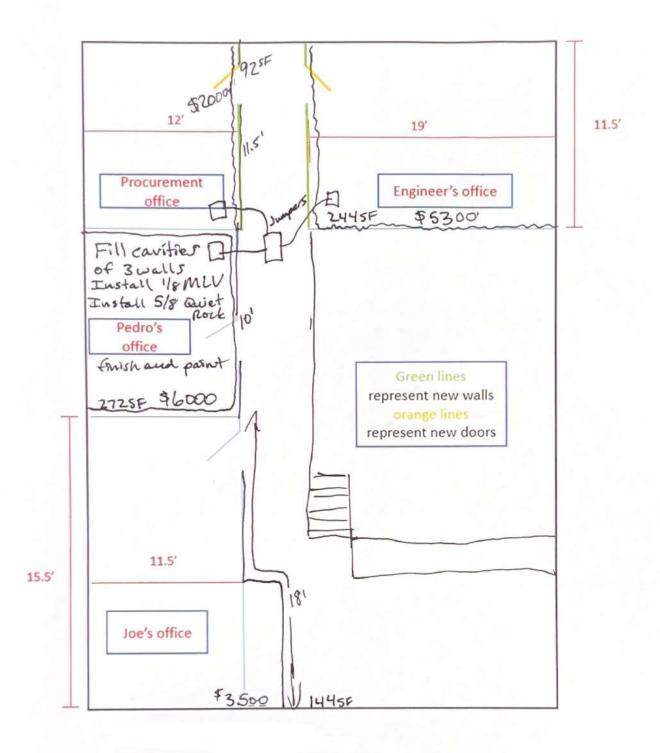
#### Terms and Conditions

18%. Accounts past 90 days will be subject to collection, attorney fees and court costs. We adhere to our Notice to Owner and Mechanic Lien rights.

All material will be provided in the attached description. All work will be completed in a workmanlike fashion in accordance with the standards of the industry. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate(s). All agreements are contingent upon strike, acts of nature, accidents, or delays beyond our control. Owner to carry fire and tornado insurance and other insurance that may be required by law. Our workers are covered by workman's compensation to the extent required by law. ANY WARRANTIES IMPLIED BY LAW, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any warranty associated with the materials used. Our liability shall in no event exceed the cost of the materials set forth herein. We cannot and shall not be liable to you for the breach of any other express warranties, such as those given to you by other dealers, contractors, applicators, distributors or manufacturers, Your exclusive remedy with respect to defective materials provided by us shall be repair or replacement, at our option, of defective materials.

Terms: Please make payment to Broward Insulation Inc. Invoices are due upon receipt. Payment past 30 days will be considered late and subject to a finance charge of

Broward Insulation	Client's signature



# **Eleventh Order of Business**

#### Globaltech, Inc. CSID Engineer's Report July17, 2023

#### PROJECTS UNDER CONTRACT

#### WA#187 – 500KW Emergency Generator – Complete

- Approved by Board 5/17/21
- Generator delivered and installed 3/07
- Connected generator to existing auto-transfer switch 3/20
- Generator startup and tested under load -4/12
- Connections made to existing diesel storage tank 5/01
- Working through punch list items
- Final Completion July 14, 2023

#### WA#192 - Canal Right-of-Way Tree Inventory - On Hold

- Approved by Board 9/20/21
- Waiting on direction from CSID
- Estimated completion 20 weeks from notice to begin work

#### WA#207 – 2024 DIW Mechanical Integrity Testing – In Progress

- Approved by Board 2/27/23
- Schedule planning meeting with MHC and FDD in July
- Conduct Mechanical Integrity Testing of DIW 1 & 2 October 2023
- Prepare Testing Report December 2023
- Substantial Completion December 2023
- Final Completion February 2024

#### WA#213 – Digester 1 Diffuser Replacement – In Progress

- Approved by Board 4/17/23
- Assisting staff with developing cleaning and testing protocol for air lines
- Order new diffusers following evaluation of air lines -7/14/23
- Substantial Completion August 2023
- Final Completion September 2023

#### WA#214 – Blow-off Valve and Muffler Installation – In Progress

- Approved by Board -6/19/23
- Prepared purchase orders and subcontracts
- Muffler delivery anticipated October 2023
- Substantial Completion November 2023

#### **Work Authorizations Under Development**

WA#177 – Portable Generator Storage Building Design Build Criteria Package WA#215 – Office Insulation – On current agenda