

**Coral Springs
Improvement District
Regular Meeting**

Agenda

October 21, 2024

Coral Springs Improvement District

Board of Supervisors
Curt Tiefenbrun, President
Ben Groenevelt, Vice President
Mark Ritter, Secretary

Kenneth Cassel, District Manager
Seth Behn, District Counsel
David McIntosh, Director of Operations
Joe Stephens, Director of Utilities

Meeting Agenda

Monday, October 21, 2024 at 4:00 p.m.

1. **Call to Order**
2. **Audience Comments**
3. **Approval of the Minutes of the September 16, 2024 Meeting**
4. **Financials for September 2024**
5. **Consideration of Encroachment Agreement with 8940 NW 2nd Avenue**
6. **Request from Staff to Piggyback Off the Town of Jupiter Contract with Florida Spectrum for Laboratory Services Beginning November 21, 2024 until October 1, 2025 – Joe/Danielle**
7. **Request from Staff to Piggyback Off the National NASPO Master Agreement with the Commonwealth of Kentucky for Facility Maintenance and Repair Supplies from Grainger beginning January 1, 2025 until August 31, 2026, Including any Additional Extensions – Joe/Danielle**
8. **Request from Staff to Piggyback Off the Florida Sheriff's Association Cooperative Purchasing Program to Purchase One Ford F-150 Truck at \$37,165 from Duval Ford and One Ford F-350 at \$97,156 from Bachrodt FT, LLC dba Palmetto Ford of Miami (It is a One Year Contract from October 1, 2024 to September 30, 2025) – Danielle**
9. **Consideration of Resolution 2025-01, Authorizing an Additional Amount not to exceed \$65,000 for the Installation of Fencing in Connection with the FDEM Generator Grant for Project 2024-01**
10. **Consideration of Work Authorizations**
 - A. Work Authorization #230 for WWTP 2025 Abbreviated Capacity Analysis Report for a Total Cost of \$19,637
 - B. Work Authorization #231 for Collection System Action Plan for a Total Cost of \$29,452
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 – Brian Klien (Report Provided)
- Water – Christian McShea (Report Provided)
- Wastewater – Mike Hosein (Report Provided)
- Stormwater – Shawn Frankenhauser (Report Provided)
- Field – Frank Kozlowski (Report Provided)
- Maintenance Report – Jovan Selvon (Report Provided)
- Procurement Report – Danielle Keira-Cancel (Report Provided)
- Finance and Accounting – Sue Beyer
- Human Resources – Jan Zilmer
- Engineering – Glen Hanks
- Motion to Accept Department Reports

C. Attorney

13. Supervisors' Requests/Comments

14. Adjournment

*Next regular meeting scheduled for November 18, 2024

Third 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, September 16, 2024 at 4:00 p.m. at the District Offices, 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Curt Tiefenbrun	President
Ben Groenevelt	Vice President

Also present were:

Ken Cassel	District Manager
Seth Behn	District Attorney
David McIntosh	Director of Operations (Via Teams)
Joe Stephens	Director of Utilities
Sue Beyer	Director of Finance and Accounting
Glen Hanks	Director of Engineering
Jan Zilmer	Director Human Resources
Jimmy Harness	Human Resources Generalist
Rick Olson	District Engineer
Asad Hosein	Stormwater Department (Via Teams)
Frank Kozlowski	Field Department (Via Teams)
Christian McShea	Water Department (Via Teams)
Mike Hosein	Wastewater Department (Via Teams)
Brian Klein	Utility Billing and Customer Service
Jovan Selvon	Maintenance Department (Via Teams)
Danielle Keira-Cancel	Procurement (Via Teams)
Julie Beyer	IT Specialist
Bob Koncar	Inframark
Sandra Demarco	Inframark (Via Teams)
Travis McEwen	Resident
Michael Kraus	Resident

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 and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

- There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 19, 2024 Meeting

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the minutes of the August 19, 2024 meeting were approved as submitted.

FOURTH ORDER OF BUSINESS

Financials for August 2024

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the financials for August 2024 were approved.

FIFTH ORDER OF BUSINESS

Budget Public Hearing to Adopt the Fiscal Year 2025 Water and Sewer Budget

A. Motion to Open Public Hearing

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the public hearing was opened.

B. Public Comments

There being none, the next item followed.

C. Motion to Close Public Hearing

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the public hearing was closed.

D. Resolution 2024-10, Adopting the Fiscal Year 2025 Water and Sewer Budget

There being no questions or comments,

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor Resolution 2024-10 was adopted.

SIXTH ORDER OF BUSINESS

RFP# 2024-01 LIFT STATIONS GENERATORS (HMGP) – *Formal solicitation was issued on July 5, 2024 with bid submittals due on August 23, 2024. Three (3) vendors (1) Eau Gallie*

Electric, Inc. (2) 360 Electrical & Engineering Services, LLC and (3) Globaltech, Inc. responded to the solicitation. The Evaluation Committee agreed to proceed with a presentation from the firm with the highest overall average – Eau Gallie Electric, Inc – at the Evaluation Committee Meeting held on September 3, 2024. A presentation meeting was held virtually on September 6, 2024. We are asking the board to allow CSID to enter into a contract with Eau Gallie Electric, Inc after negotiations is completed. The initial proposal received from Eau Gallie Electric Inc. is within the grant’s budgetary constraints however CSID would like to make field decisions regarding any change orders up to the maximum of the awarded grant funds of \$972,500.00 USD. If an agreement cannot be reached with Eau Gallie Electric, Inc., CSID will begin negotiations with 360 Electrical & Engineering Services LLC. If an agreement cannot be reached with 360 Electrical & Engineering Services LLC, CSID will begin negotiations with Globaltech, Inc. – Joe/Danielle

Mr. Stephens reviewed the following:

- The District received a grant in the amount of \$972,500, covering the installation of generators at five lift stations.
- Three responses were received for the RFP. The Evaluation Committee met to review the three firms. Eau Gallie Electric, Inc came in at approximately \$750,000, which is under what was awarded for grant funds.
- Mr. Stephens spoke with the grant administrator and asked what the process would be if there were any change orders along the way. She explained the District was awarded \$972,500. The District can work within that amount, as long as there are no scope changes. The District Manager would have to approve any changes.

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor Staff was authorized to negotiate a contract with Eau Gallie Electric, Inc. and if an agreement cannot be reached, to negotiate with the other two firms in the order they were ranked.

SEVENTH ORDER OF BUSINESS

Resolution 2024-11, Adopting Goals and Objectives

Mr. Cassel reviewed Resolution 2024-11, which is now a requirement.

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor Resolution 2024-11, adopting goals and objectives, was adopted.

EIGHTH ORDER OF BUSINESS

Amendment 1 to Work Authorization 228, Change Order to Change Work Authorization Number 228 to 229

At the previous meeting the Board approved the work authorization, but after the fact it came to staff’s attention the number was a duplicate. This change order is just to change the work authorization number.

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor Amendment 1 to Work Authorization 228, changing the Work Authorization number to 229, was approved.

NINTH ORDER OF BUSINESS

Engineer’s Report

A copy of the report was included in the agenda package and is attached hereto as part of the public record. He provided the following updates.

- WA #222 – Mr. Olson met with District Staff to discuss what tasks of the project could be done by District Staff. They also discussed the possibility of bringing in a temporary filter press during the project. They will have more information within the next few days.
- WA #227 – FDEP made a statement they received the permit application and has no substantial questions. The next step is a Notice of Intent to issue. The hydrogeologic consultant said FDEP is late in reviewing these applications. He does not expect any comments of significance.

- WA #192 – They subcontracted a consulting arborist to do the tree inventory. They have done a very good job providing information to the District. Mr. Olson received notification from them in August saying they had exhausted the project budget and needed an additional 53 days to complete. There is an allowance of \$20,000; however, that will not cover the additional work they are requesting. Mr. Olson reviewed the issues which caused the overages. Mr. McIntosh asked what additional fees Globaltech will request for this project. Mr. Olson responded less than \$5,000.

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the release of the \$20,000 allowance, an additional \$55,600 for the arborist and \$5,000 for Globaltech was approved and the District Manager was authorized to execute the amendment to the work authorization.

TENTH ORDER OF BUSINESS

Staff Reports

A. Manager – Ken Cassel

There being no report, the next item followed.

B. Department Reports

- **Operations – David McIntosh**

Mr. McIntosh thanked the Board for their leadership on the employee recognition program. He also introduced Mr. Harness, the new Human Resource Generalist, who has already started working along Mr. Zilmer before his retirement.

- **Utilities Update – Joe Stephens**

- Mr. Stephens reported he went back to the minutes of the September 18, 2023 meeting when the Board authorized him and Mr. McIntosh to execute documents related to the facility hardening grant. He executed documents extending the grant through February 2025 and for the additional \$114,000 in grant funds.
- He has been working with Mr. Zilmer on the employee evaluations.
- Ms. Julie Beyer sent the newsletter out to print today.

- **Utility Billing Customer Service Report – Brian Klien (Report Provided)**

Mr. Klien reviewed his report; a copy of which is attached hereto as part of the public record. He also reported he met with the new management at the Coral Square Mall, and they came up with ways to streamline the meters process. They will hand out a letter provided by Mr. Klien to all new tenants stating they need to contact the District within 24 hours.

- **Water – Christian McShea (Report Provided)**

Mr. McShea reviewed his report; a copy of which is attached hereto as part of the public record. He reviewed the PFAS results.

- **Wastewater – Mike Hosein (Report Provided)**

Mr. Hosein reviewed his report; a copy of which is attached hereto as part of the public record.

- **Stormwater – Asad Hosein (Report Provided)**

Mr. Frankenhauser reviewed his report; a copy of which is attached hereto as part of the public record.

- **Field –Frank Kozlowski (Report Provided)**

Mr. Kozlowski reviewed his report; a copy of which is attached hereto as part of the public record.

- **Maintenance Report – Jovan Selvon (Report Provided)**

Mr. Selvon reviewed his report; a copy of which is attached hereto as part of the public record.

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

Ms. Kiera-Cancel reviewed her report; a copy of which is attached hereto as part of the public record. She also reported they are looking into the District hosting a coop meeting next year.

- **Financing and Accounting – Sue Beyer**

Ms. Beyer did not have anything additional to report. She responded to questions and noted they are within the budget.

- **Human Resources – Jan Zilmer**

Mr. Zilmer reported there is only one pay period left of the current fiscal year. They are also going through the evaluation process and salary adjustments.

- **Engineering – Glen Hanks**

Mr. Hanks reported he has received several permit applications from Comcast for fiberoptic work. He also reported they have signed off on Fire Station 64.

- **Motion to Accept Department Reports**

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the Department Reports were accepted.

C. Attorney

Mr. Behn reported the following:

- He confirmed with the State that the District is not required to file the Goals and Objectives with them this year. Next year, the District will have to post a report on the Goals and Objectives on the website.
- He has been meeting with staff regarding easements and procurement.

ELEVENTH ORDER OF BUSINESS

Supervisors’ Requests/Comments

- Mr. Tiefenbrun stated they have their fiscal year end event on September 27, 2024.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Groenevelt seconded by Mr. Tiefenbrun with all in favor the meeting was adjourned.

Kenneth Cassel
Assistant Secretary

Curt Tiefenbrun
President

Fourth Order of Business



CORAL SPRINGS IMPROVEMENT DISTRICT

**SUMMARY FINANCIAL REPORTING
BOARD MEETING OCTOBER 21, 2024**

**CORAL SPRINGS IMPROVEMENT DISTRICT
WATER & SEWER FUND
SUMMARY REPORT**

For Period Ending September 30, 2024

	Actual ENDING 09/2024	BUDGET THRU 09/2024	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2023/2024
REVENUES				
TOTAL REVENUES	\$ 17,396,803	\$ 15,766,262 *	\$ 1,630,541	\$ 15,766,262
CARRY FORWARD	\$ -	\$ 4,156,000	\$ (4,156,000)	\$ 4,156,000
TOTAL REVENUE WITH CARRY FORWARD	\$ 17,396,803	\$ 19,922,262	\$ (2,525,459)	\$ 19,922,262
EXPENDITURES				
TOTAL ADMINISTRATIVE	\$ 2,336,594	\$ 2,327,472	\$ 9,122	\$ 2,327,472
TOTAL PLANT	\$ 6,732,445	\$ 9,555,523	\$ (2,823,078)	\$ 9,555,523
TOTAL FIELD	\$ 2,564,671	\$ 4,937,293	\$ (2,372,622)	\$ 4,937,293
TOTAL EXPENDITURES	\$ 11,633,710	\$ 16,820,288	\$ (5,186,578)	\$ 16,820,288
AVAILABLE FOR DEBT SERVICE	\$ 5,763,093			\$ 3,101,974
Total Debt Service	\$ 2,785,210			\$ 2,818,070
Excess Revenues (Expenses) After Debt Service	\$ 2,977,882			\$ 283,904

Debt Service Coverage - Current 2.07

Debt Service-Budget 1.10

Debt Service Requirement 1.10

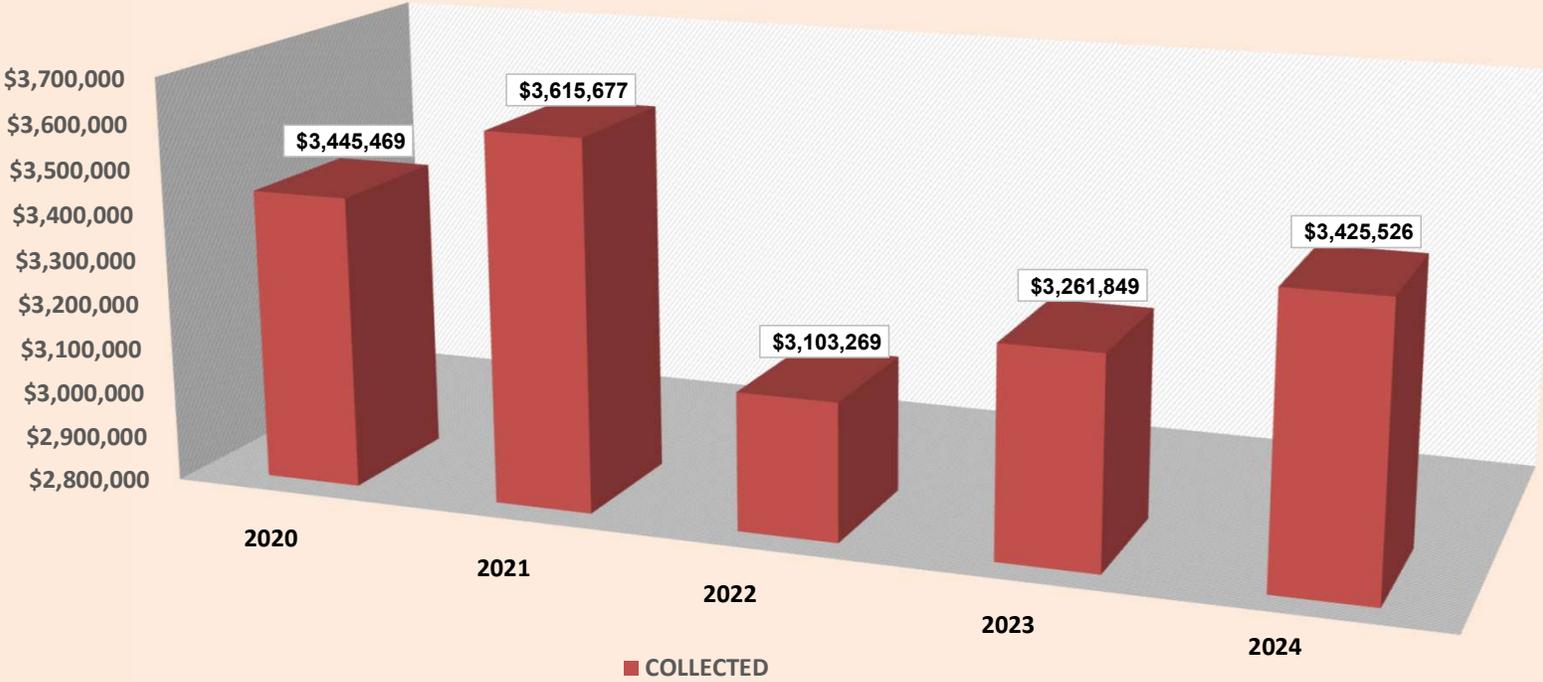
* Year end adjustments to W&S Revenue
\$976,407 accrued back to Sept 2023

**CORAL SPRINGS IMPROVEMENT DISTRICT
General Fund
SUMMARY REPORT**

For Period Ending September 30, 2024

	Actual ENDING 09/2024	BUDGET THRU 09/2024	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2023/2024
REVENUES				
TOTAL REVENUES	\$ 4,309,750	\$ 3,448,432	\$ 861,318	\$ 3,448,432
CARRY FORWARD	\$ -	\$ 5,992,522	\$ (5,992,522)	\$ 5,992,522
TOTAL REVENUE WITH CARRY FORWARD	\$ 4,309,750	\$ 9,440,954	\$ (5,131,204)	\$ 9,440,954
EXPENDITURES & RESERVES				
TOTAL ADMINISTRATIVE	\$ 618,112	\$ 844,807	\$ (226,695)	\$ 844,807
TOTAL FIELD	\$ 895,211	\$ 1,304,913	\$ (409,702)	\$ 1,304,913
TOTAL CAPITAL EXPENSES	\$ 660,972	\$ 6,616,500	\$ (5,955,528)	\$ 6,616,500
TOTAL EXPENDITURES	\$ 2,174,295	\$ 8,766,220	\$ (6,591,925)	\$ 8,766,220
RESERVES				
RESERVED FOR OPERATING	-	450,000	(450,000)	450,000
RESERVED FOR PROJECTS AND EMERGENCIES	-	250,000	(250,000)	250,000
TOTAL OPERATIONAL EXPENDITURES & RESERVES	\$ 2,174,295	\$ 9,466,220	(7,291,925)	\$ 9,466,220

NON AD VALOREM ASSESSMENTS COMPARED TO PRIOR FISCAL YEARS



Fifth Order of Business



954-753-0380
 954-753-8784
 csidfl.org
 f in t

Request for (mark all that apply)

<input type="checkbox"/>	Pre-application conference
<input type="checkbox"/>	Storm Water Management Authorization for Construction of New <input type="radio"/> Commercial <input type="radio"/> Multi-Family Residential <input checked="" type="radio"/> Single-Family Residence <input type="radio"/> Other _____
<input type="checkbox"/>	Storm Water Management Authorization for the alteration or expansion of <input type="radio"/> Commercial <input type="radio"/> Multi-Family Residential <input checked="" type="radio"/> Single Family Residence <input type="radio"/> Other _____
<input type="checkbox"/>	Right of Way <input type="checkbox"/> Temporary Utilization for _____ days <input checked="" type="checkbox"/> Installations within CSID canal right of way at _____ location(s) <input type="checkbox"/> Directional Bore Activities
<input type="checkbox"/>	Utility Plan Review of (check all that apply) <input checked="" type="checkbox"/> Public water and/or sewer system expansion <input type="checkbox"/> Private water and/or sewer system expansion
<input type="checkbox"/>	Variance or Waiver of District criteria or standards
<input type="checkbox"/>	Encroachment into or utilization of easement (check all that apply) <input checked="" type="checkbox"/> Fence <input type="checkbox"/> Structure <input type="checkbox"/> Landscaping
<input type="checkbox"/>	Other (please describe)
<input type="checkbox"/>	Project Name Angel Ramirez
<input type="checkbox"/>	Project Size 86' x 6' PVC
Part 1	Project Location/Address 8940 NW 2nd Ave Coral Springs, FL 33071
	Folio/PCN 4841 - 310 - 02 - 3280



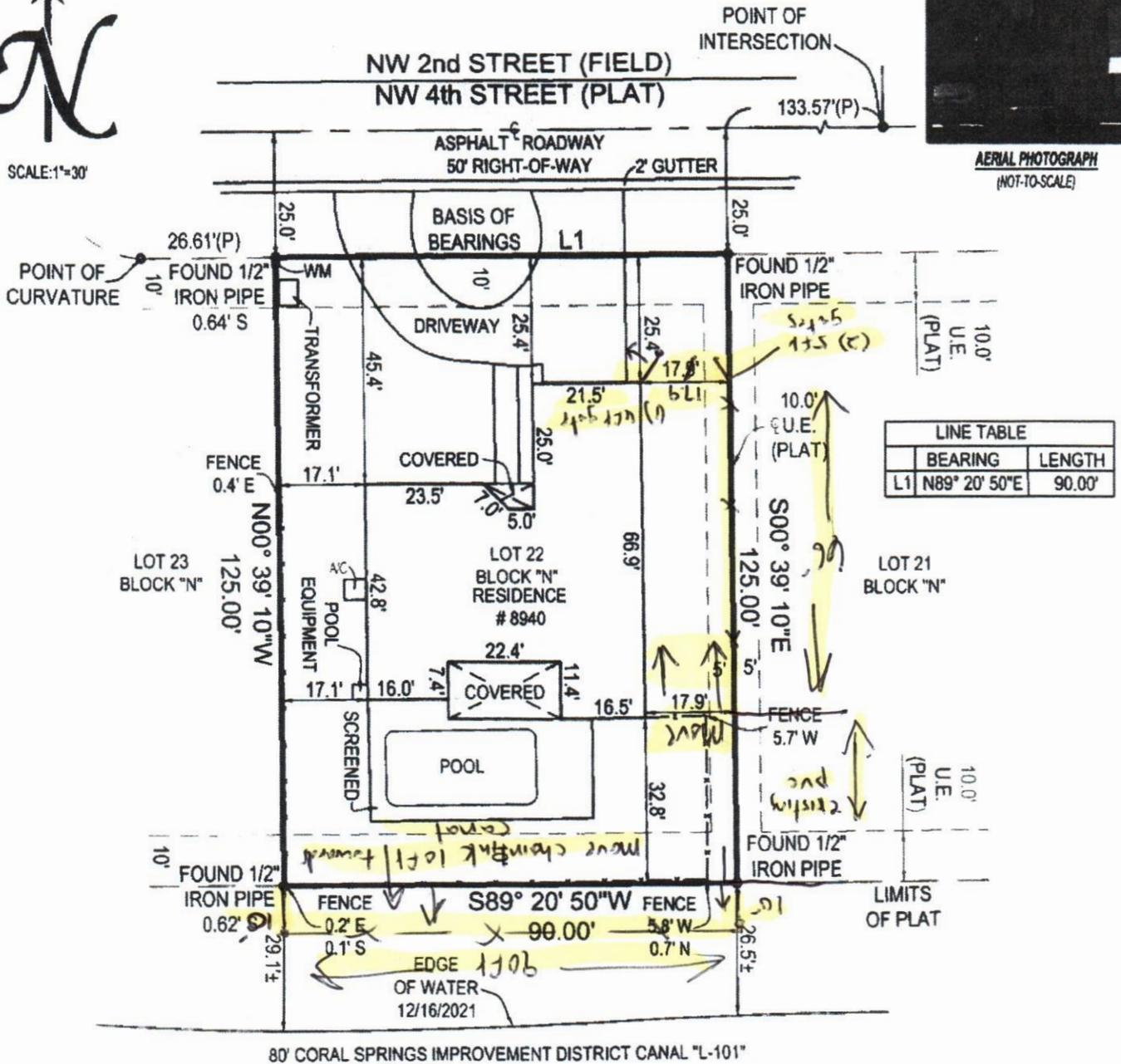
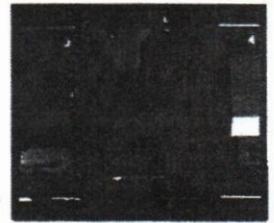
Coral Springs Improvement District
 Application Form
 Page 2

Part 2	Project Description 80' of 6' high white PVC lattice top w/ (2) 5' wide gates	
Part 3	Property Owner Contact Info Name Angel Ramirez Address 8940 NW 2nd St - Phone and Email 954-851-4410	
Part 4	Applicant <input checked="" type="radio"/> Property Owner <input type="radio"/> Contract Purchaser <input type="radio"/> Other _____ Contact Name _____ Address _____ Phone and Email _____	
Part 5	Contractor Contact Name Xtreme Fence Address 3700 NW 124th Ave #110, Coral Springs, FL 33065 Phone and Email info@xtremefences.com License No. LC# 15-F-19754-X	
Part 6	Owner of Facility following construction Contact Name _____ Address _____ Phone and Email _____	
Part 7	I affirm or certify that the information provided in this application packet is true and accurate to the best of my knowledge and authorize the representative listed above to act on my behalf for this application Signature of Applicant Angel Ramirez	I hereby authorize the processing of this application and recognize that the final action on this petition shall be binding to the property as well as to the current and any future owners Signature of Owner Charles Roberts
	Type or Print Name	Type or Print Name

8940 NORTHWEST 2nd STREET, CORAL SPRINGS, FL 33071



SCALE: 1"=30'



LINE TABLE	
BEARING	LENGTH
L1 N89° 20' 50\"E	90.00'

- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

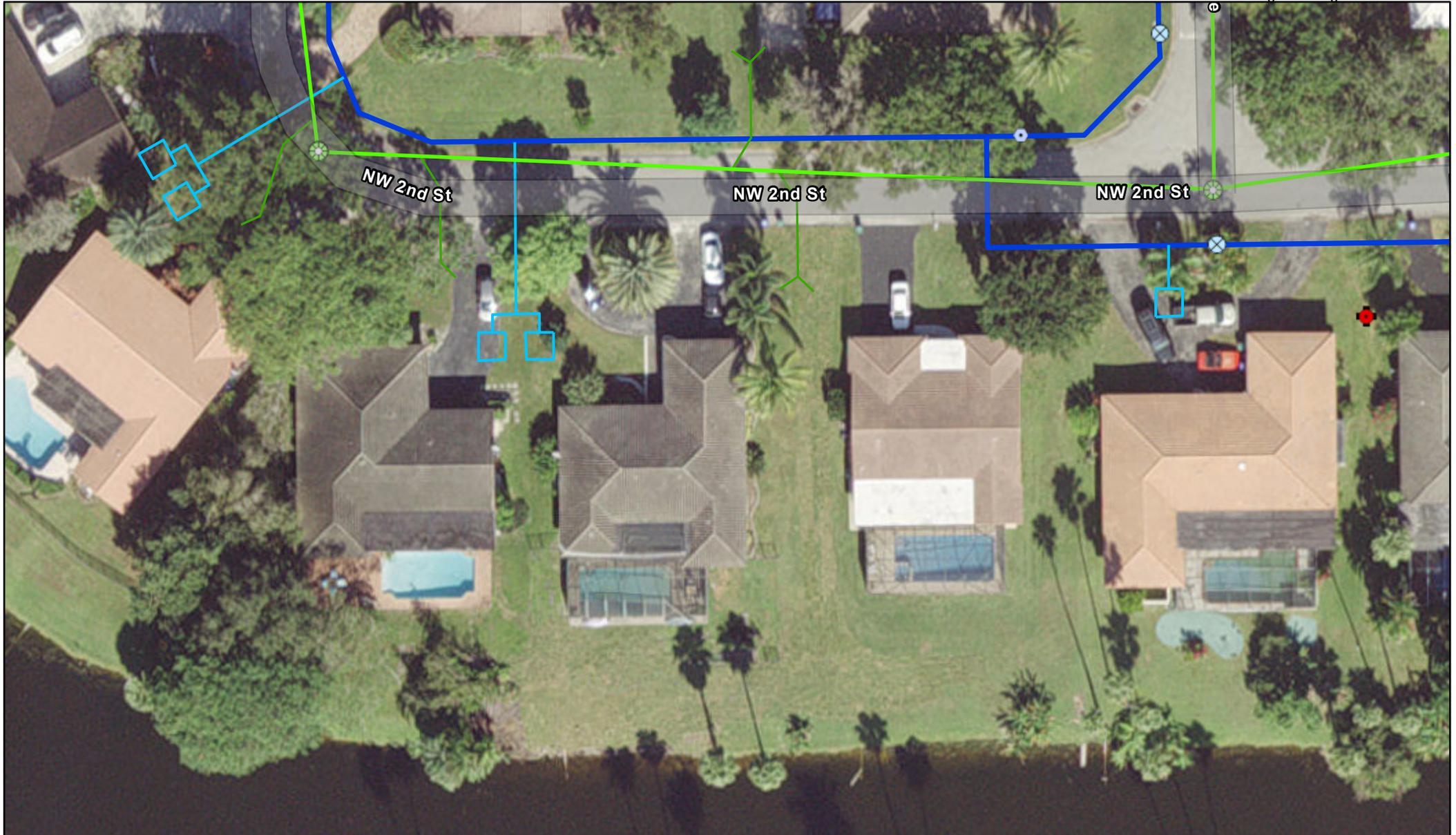
The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 12-16-2021
 Drawn By: Oleg
 Order #: 163155
 Last Revision Date:
 Boundary Survey prepared by: LB8111
 NexGen Surveying, LLC
 561-508-6272
 1421 Oglethorpe Rd
 West Palm Beach, FL 33405

NEXGEN
 SURVEYING, LLC.



- Move existing 90ft of chainlink 10ft towards canal
- Move 17ft of existing pvc + 4ft gate to front of house
- Install (2) new 5ft wide gates
- Install 84ft of new 6ft high white pvc LT



7/24/2024, 8:15:36 AM

Water Mains

Our Agency

Sewer Manholes

Sewer Gravity Mains

Sewer Lateral Lines

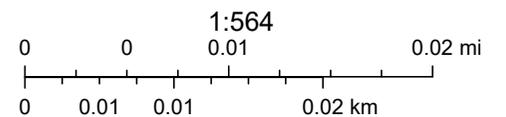
Water Hydrants

Water Fittings

Water System Valves

Water Lateral Lines

CSID Boundary



Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Florida, Maxar, Microsoft

Sixth Order of Business



Florida-Spectrum Environmental Services, Inc. agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Contract W2129 with The Town of Jupiter. Florida-Spectrum Environmental Services, Inc. agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Florida-Spectrum Environmental Services, Inc. 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**

Florida-Spectrum Environmental Services, Inc. Coral Springs Improvement District
Title: Director of Sales & Marketing Title: _____
Name: (Print) Katharine A. Kutil Name: (Print) _____

Katharine A. Kutil 9/04/2024 _____ _____
Signature Date Signature Date

Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road, Fort Lauderdale, FL 33309

- Pembroke Laboratory • Big Lake Laboratory • Spectrum Laboratories • Lakeland Laboratories
- 528 30th Street NE 610 North Parrot Ave. 108 Airport Park Drive 111 E. Easton Drive
- Fort Meade, FL 33841 Okeechobee, FL 34972 Garden City, GA 31408 Lakeland, FL 33803

www.flenviro.com

All NELAP certified analyses are performed in accordance with Chapter 64E-1 Florida Administrative Code, which has been determined to be equivalent to NELAC standards. Analyses certified by programs other than NELAP are designated with a "-".

Seventh Order of Business



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION		
MASTER AGREEMENT NUMBER: MA 758 2500000413		
Effective Date:	09/01/2024	Record Date:
Expiration Date:	08/31/2026	Procurement Folder: 1306457
Document Description:	Facilities MRO and Industrial Supplies NASPO (Grainger)	Procurement Type: Standard Goods and Services
Cited Authority:	Competitive Negotiation-Goods and Services	Version Number: 1

CONTACT INFORMATION

ISSUER:
 Daniel Salvato
 502-564-5862
 daniel.salvato@ky.gov

VENDOR INFORMATION	
Name /Address:	Contact:
KY0028426: W.W. Grainger, Inc. 100 GRAINGER PKY STE B4T46 LAKE FOREST IL 60045	Michelle Hammer 15135050141 michelle.hammer@grainger.com

COMMODITY / SERVICE INFORMATION							
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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EA	\$0.010000	\$0.00			\$0.01

Facilities MRO and Industrial Supplies
Extended Description:

	Document Phase	Document Description	Page 2
2500000413	Draft	Facilities MRO and Industrial Supplies NASPO (Grainger)	Agent Page 26 Total Pages: 26

See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

Master Agreement Number MA 758 2500000413
for
FACILITIES MRO AND INDUSTRIAL SUPPLIES
between
the State of Kentucky
and
W.W. Grainger, Inc.

This Master Agreement is entered into by the State of Kentucky (“Lead State”) and the following contractor (each a “Party” and collectively the “Parties”) as a result of Solicitation Number RFP 758 2400000228 (the “RFP”) for the purpose of providing Facilities MRO and Industrial Supplies through the NASPO ValuePoint cooperative purchasing program:

W.W. Grainger, Inc. (“Contractor”)
100 Grainger Parkway
Lake Forest, IL 60045

MASTER AGREEMENT CONTACTS.

Contractor’s contact for this Master Agreement is:

Christopher Carroll
National Government Sales Manager
Christopher.carroll@grainger.com
706-424-1743

Lead State’s contact for this Master Agreement is:

Daniel Salvato, CPPB, NIGP-CPP, KCPM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, KY 40622
(502) 564-5862
daniel.salvato@ky.gov

TERM. This Master Agreement is effective as of the date September 1, 2024, and will terminate on August 31, 2026 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to four years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

- Attachment A: Master Agreement Terms and Conditions
- Exhibit 1: Description of Goods and/or Services and Discount Percentages
- Exhibit 2: Environmentally Preferred Products
- Exhibit 3: NASPO ValuePoint Sales Data Report Form

SIGNATURE. The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

Signed by: Christopher Carroll 8/29/2024
BE7304524F1E469...
Signature **Date**

Christopher Carroll Sr. National Government Sales Manager

Printed Name and Title

LEAD STATE:

DocuSigned by: Kathy Robinson 8/30/2024
12A54A21C03A4F2...
Signature **Date**

Kathy Robinson, Executive Director
Printed Name and Title

Attachment A



MASTER AGREEMENT TERMS AND CONDITIONS

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years (two renewals for two years each) at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following

documents:

- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. **The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.**

IV. Participants and Scope

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

Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.4 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspo.valuepoint.org to support documentation of participation and posting in appropriate databases.

4.5 Participating Entities.

- 4.5.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

- 4.5.1.1** Political subdivisions, public agencies, and service districts;
- 4.5.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
- 4.5.1.3** Federally recognized tribes;
- 4.5.1.4** Quasi-governmental entities; and
- 4.5.1.5** Eligible non-profit organizations.

- 4.5.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.6 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.7 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the

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

4.8 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.9 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

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

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint, subject to Section 14.2.2, Non-Disclosure terms and conditions, shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Intentionally Omitted.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any

contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders **from this Master Agreement**. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace (Upon mutual agreement by all parties)

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the

eMarketPlace's Terms of Use (upon mutual agreement by all parties.)

- 5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.**
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.**
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates (upon mutual agreement by all parties.)
- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited

text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also

does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The discount percentages contained in this Master Agreement or offered under this Master Agreement represent the minimum discount to any Purchasing Entity.
- 6.1.1** All discount percentages must be guaranteed for the term of the Master Agreement.
 - 6.1.2** Pricing shall be held static, or reduced, from order through delivery. No pricing increases between order and delivery shall be accepted.
 - 6.1.3** Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State and Contractor.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or

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

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master

Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

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

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

VIII. Shipping and Delivery

8.1 Shipping Terms. All deliveries, except as noted below, will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

- 8.1.1** Additional shipping charges, as defined by the carrier, for oversized or overweight items that require special shipping are allowed but must be identified as part of the ordering process.
 - 8.1.2** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2** **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3** **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4** **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1** **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2** **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** **Inspection.** All Products are subject to inspection at reasonable times and places

before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the

standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this

license is consistent with any third-party rights in the Pre-existing Intellectual Property. In all such instances, Contractor's ability to convey this license is limited by the terms of any third-party license accompanying the product purchased.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable

request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary

and noncontributory.

- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

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

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not

limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.3.3 The Contractor is permitted to make subcontract(s) with any other equally qualified/ able parties including suppliers, vendors, and service providers ("Other Party or Parties"), for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire contract whether or not Other Parties are used.

The Lead State shall not be involved in the relationship between the Contractor and the Other Parties. Any issues that arise as a result of this relationship shall be resolved by the Contractor. All references to the contractor shall be construed to encompass both the Contractor and any Other Parties of the contractor.

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

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

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

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

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.

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

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Intentionally Omitted

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any

governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating

Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.
- 14.15 Discrimination.** Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:
- 14.15.1** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 14.15.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race,

religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

- 14.15.3** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 14.15.4** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 14.15.5** The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 14.15.6** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- 14.15.7** The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.16 Accessibility. Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the

Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

XV. Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Holly M. Johnson, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT, KY 40622**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Exhibit 1
Description of Goods and/or Services and Discount Percentages
SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services in the awarded categories below.

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	17%
2. Fasteners	34%
3. Material Handling	10%
4. Plumbing Equipment	20%
5. Power Sources	18%
6. Landscaping and Outdoor Supplies and Equipment	13%
7. Lamps, Lighting, Ballasts, and Equipment	22%
8. Heating, Ventilation, Air Conditioning (HVAC)	16%
9. Hand Tools	12%
10. Power Tools	10%
11. Electrical Supplies and Equipment	23%
12. Paint and Related Supplies	13%
13. Security	17%
14. Safety	19%
15. Other	5%

Products and Services are available to Authorized Purchasers.

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

RETURN POLICY:

Grainger's standard return process is as follows:

GRAINGER 30-DAY SATISFACTION GUARANTEE: Customers can return a Grainger Catalog product purchased for any reason for exchange or refund up to thirty (30) days from the date of invoice unless otherwise noted. Proof of purchase from Grainger is required for all returns. Grainger's 30-day satisfaction guarantee does not apply to "Sourced Products" and products sold on a "Final

Sale” basis.

RETURNS AFTER 30 DAYS: Unless otherwise noted, a customer can also return Grainger Catalog product for up to one (1) year from date of invoice provided that product is in its original packaging, unused, unexpired, undamaged, and in salable condition. Proof of purchase from Grainger is required in all instances. Products sold on a “Final Sale” basis as defined below cannot be returned. “Sourced Product” is subject to the manufacturer’s return policy and may not be returnable. Some product returns may be denied or made subject to restocking fees and other charges by Supplier.

FINAL SALE ITEMS: Items sold on a “Final Sale” basis include: (i) Custom items; (ii) Purchases made under the Custom Product Center on Grainger.com; (iii) Special-order items; (iv) Emergency response items; (v) Items marked in Sourced Product quotations or invoices as “Non-Cancellable” or “Non-Returnable”; and (vi) Any other items that Supplier may designate as a “Final Sale”.

VALUE ADDED SERVICES:

Additional Terms and Conditions may apply to these additional services. These terms and conditions must be negotiated in the Participating Addendum.

- Installation of Products and Services
- Warehouse Management Solutions
- Inventory Management
- Disaster Recovery Plans and Services
- Diverse Supplier Network
- Discounts and Other Incentives

Exhibit 2

Environmentally Preferred Products

1.1 Description of Goods and/or Services, Prices and Discount Percentages or Environmentally Preferred Products (if applicable).

1.2 Terms and Conditions for Environmentally Preferred Products

Accurate Labeling of Environmentally Preferable Products (EPPs)

Offeror must certify in writing that all claims made about the environmental attributes of the products they are offering are consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. In addition, Offerors may be required to provide documentation, at the request of the Purchasing Entity that the products they are offering meet the Environmental Specifications for this contract.

Over the life of the Master Agreement if awarded, the Offeror must label the environmental attributes of all environmentally preferable products (EPPs) per the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Offeror if awarded, must provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

The Purchasing Entity reserves the right to require the Offeror if awarded, to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under a Master Agreement or Participating Addendum, if awarded.

1.2.2 EPP Sales Reports

The Purchasing Entity reserves the right to request from the Vendor quarterly sales data over the life of this contract. This information must include details about the environmental attributes of the EPPs sold on this contract consistent with the Environmental Specifications. To facilitate consistent reporting on this contract, the Vendor may be required to submit its sales report using the Purchasing Entity's Green Sales Report Template.

Training. Over the life of the contract, the Vendor at a minimum must offer educational/marketing materials and at least one training that can be accessed by contract users explaining its EPP labeling and reporting practices.

Enforcement. The Purchasing Entity may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this contract.

Exhibit 3 NASPO ValuePoint Detailed Sales Data Report Form

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY	Product Category
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.99)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information



**PARTICIPATION IN NASPO VALUEPOINT MASTER AGREEMENTS
BY
PUBLIC ENTITIES IN THE STATE OF FLORIDA**

As the NASPO member from the State of Florida, the Florida Chief Procurement Officer has authorized NASPO ValuePoint to make NASPO ValuePoint contracts available to all authorized public entities, except a public entity subject to the jurisdiction of a chief procurement officer (CPO) established in statute, rule, or law. Public entities subject to the jurisdiction of a CPO may participate in NASPO ValuePoint contracts as authorized by the CPO.

The State of Florida has notified NASPO ValuePoint that each authorized public entity that is not subject to the jurisdiction of a CPO as identified above, including political subdivisions, has their own procurement authority. They may execute ValuePoint participating addendums with any current NASPO ValuePoint contractor provided the execution falls within the statutory procurement authority of the authorized public entity.

Scanned copies of all executed participating addendums are to be sent by email in PDF format to pa@naspovaluepoint.org.

This authorization may be rescinded at any time by the Florida CPO or their delegate.

Questions regarding this notice may be sent to NASPO ValuePoint by email at info@naspovaluepoint.org

Effective Date: September 11, 2023

Brandon Spencer, Florida Chief Procurement Officer

Curt Tiefenbrun, President CSID

Eighth Order of Business



Duval Ford agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles with Florida Sheriffs Association. Duval Ford agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Duval Ford 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**

Duval Ford

Coral Springs Improvement District

Title: Government Sales

Title: _____

Name: (Print) Jared Davis

Name: (Print) _____

Jared Davis 10/10/2024
Signature Date

Signature Date

Coral Springs Improvement District

Prepared for:		Contract Holder		10/10/2024	
Coral Springs Improvement District Danielle Cancel jnordsiek@sjcifl.us 904-209-0283		Duval Ford Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258			
<i>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</i>					
		We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32 . If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor: Rate/ Hr \$80	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F1K SOUTH	Item 119 F-150 XL Regular Cab F1K (includes: Power windows / Locks, Remote Entry, speed control)	\$ 35,241.00	\$ 35,241.00
	1	YZ	White	\$ -	\$ -
	1	AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	\$ -	\$ -
	1	995	5.0L V8 with Auto Start-Stop Technology– Standard on 122" and 157" WB	\$ -	\$ -
	1	534	Complete Trailer Tow Package – Includes [53t Tow Haul] where applicable, Dealer installed hardware package with 2" ball, ball mount, pin and clip. Optional six way trailer plug included when specified.	\$ 1,139.00	\$ 1,139.00
	1	96W	Bedliner – Tough Bed® spray-in	\$ 592.00	\$ 592.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					\$ 37,165.00
TOTAL QUANTITY		1	TOTAL PURCHASE	\$ 37,165.00	

STANDARD EQUIPMENT

<p>SE F150 A</p>	<p>MECHANICAL</p> <ul style="list-style-type: none"> ● 2.7L V6 EcoBoost® with AutoStart-Stop Technology (standard on 141" and 145") ● 5.0L V8 with AutoStart-Stop Technology (standard on 122" and 157") ● 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability ● AutoHold ● Axle, Front-Independent Front Suspension (IFS) ● Brakes-4-Wheel Disc with ABS ● Selectable Drive Modes: ● Electronic Ten-Speed Automatic Transmission ● Fail-Safe Cooling ● Jack ● Electric Parking Brake ● Select Shift Automatic Transmission with Progressive Range Select ● Shock Absorbers, Gas-Heavy-Duty, Front ● Shock Absorbers, Gas-Heavy-Duty, Outboard Mounted, Rear ● Springs, Front-Coil ● Springs, Rear-Leaf, Two-Stage Variable Rate ● Stabilizer Bar Front ● Steering-Power, Rack-and-Pinion
<p>SE F150 B</p>	<ul style="list-style-type: none"> ● Bed Storage Boxes (Naw/B'Box) ● Bumper and Fascia, Front-Black ● Bumper, Rear-Black ● Cargo Lamp-Integrated with Center High-mounted Stop Lamp (CHMSL) ● Daytime Running Lamps (DRL) (On/Off Cluster controllable) ● EasyFuel Capless Fuel-Filler ● Exhaust-Single Rear ● Fuel Tank: 23 Gallon (Regular Cab 6.5' Box) — 36 Gallon (Regular Cab 1wb, SuperCab and SuperCrew®) ● Fully Boxed Steel Frame ● Grille-Black ● Handles, Black-Door and Tailgate with Black Bezel ● Hooks-Pickup Box Tie-Down, four(4) ● Hooks-Front Tow 4x4, two(2) ● Mirrors, Sideview-Manual-folding, Power Glass with Heat ● Power Tailgate Lock ● Spare Tire -Rear Under Frame ● Stone Cuffs, Front&Rear ● Tailgate Lift Assist ● Tailgate-removable with key lock ● Tires — 245/70R17BS Wall-season tires (A/S) 4x2 — 265/70R17BS Wall-terrain tires (A/T) 4x4 ● Trailer Sway control ● Trailer Towing-4-pin wiring, ball mounting provisions in rear bumper ● Wheels-17" silver steel ● Wipers-Intermittent speed
<p>SE F150 C</p>	<ul style="list-style-type: none"> ● 12" Productivity Screen in Instrument Cluster ● Black Vinyl Floor Covering ● Compass Display in Instrument Cluster ● Cruise Control ● Dome Light ● Door Trim-Soft armrest ● Fade-to-Off Interior Lighting ● Gauges and Meters-Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer ● Grab Handles ● Horn-Dual-Note ● Illuminated Entry ● Air Conditioning, Single Zone ● Outside Temperature Display ● Powerpoint 12V ● Power Door-Locks with Flip Key and Integrated Key Transmitter Keyless-Entry (incl. Autolock) ● Power Windows ● Rear window with Fixed Glass and Solar Tint ● Rearview Mirror, Day/Night ● Scuff Plates-MIC, Front ● Seat, Front— Cloth 40/20/40 — 2-Way manual driver/passenger — Armrest ● Seat, Rear — Cloth (SuperCrew®) ● Steering Wheel, Black Urethane-Manual Tilt/Telescoping ● Visor, Driver Side; Visor with Mirror, Passenger Side
<p>SE F150 D</p>	<ul style="list-style-type: none"> ● AdvanceTrac™ w/RSC® (Roll Stability Control) ● Airbags — Driver and Passenger Front Airbags — Driver and Passenger Seat-Mounted Side Airbags — Safety Canopy™ Side-Curtain Airbags (1st and 2nd row coverage) ● Curve Control ● LED Reflector Headlamps-Black Bezels ● Perimeter Alarm ● Rain Lamp Wiper Activated Headlamps ● Seat Belts, Active Restraint System (ARS), Three-point ● SecuriLock™ Passive Anti-Theft System (PATS) ● SOS Post-Crash Alert System ● Tire Pressure Monitoring System (TPMS) ● Ford Security Package (1-year Plan Included)
<p>SE F150 E</p>	<p>FORD CO-PILOT360™ TECHNOLOGY ● Ford Co-Pilot360™ 2.0</p> <ul style="list-style-type: none"> — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert — Camera Only AEB Oncoming — Camera Only Evasive Steering Assist — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Aid ○ Driver Alert ○ Road Edge Detection — Intersection Assist — Pre-Collision Assist® with Automatic Emergency Braking (AEB) ○ Pedestrian Detection ○ Forward Collision Warning ○ Dynamic Brake Support — Post-Collision Braking — Rear View Camera — Rear Parking Sensors — Reverse Brake Assist

SE F150 F

FUNCTIONAL

- Autolamp – Auto On/Off Headlamps
- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew*) ●Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 7/4 pin-connector; Class IV trailer hitch receiver) ●FordPass™ Connect (5G) —5G LTE Wi-Fi hotspot connects up to 10 devices
- Hill Start Assist ●SYNC® 4 with Enhanced Voice Recognition —12" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Phone Connection
- Cloud Connected
- AppLink® w/App Catalog
- 911 Assist®
- Apple CarPlay® and Android Auto™ Compatibility
- Digital Owner's Manual
- Conversational Voice Command Recognition

Bachrodt FT, LLC dba Palmetto Ford of Miami agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles with Florida Sheriffs Association. Bachrodt FT, LLC dba Palmetto Ford of Miami agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Bachrodt FT, LLC dba Palmetto Ford of Miami 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**

Bachrodt FT, LLC dba Palmetto Ford of Miami

Coral Springs Improvement District

Title: Government Sales Manager

Title: _____

Name: (Print) Charlie Rodgers

Name: (Print) _____

Digitally signed by Charlie Rodgers
DN: CN = Charlie Rodgers email =
crodgers@palmettofordtrucks.com C = US O =
Bachrodt FT, LLC OU = Palmetto Ford of Miami
Date: 2024.10.04 13:08:11 -0400

Signature Date 10/04/2024

Signature Date

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166

305-470-1334 / 305-972-7133 cell

croders@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA23-VEL31.0

Purchaser: CORAL SPRINGS IMPROVEMENT DISTRICT

Date: 10/11/2024

Address: 10300 NW 11TH MANOR

Phone: 954-796-6620

City: CORAL SPRINGS, FL. 33071

DANIELLE CANCEL

daniellec@csidfl.org

Base Model:	ITEM 16- 2025 F350 REGULAR CAB 4X2 (F3G)	Price:	\$47,167.00
Inc.	AM/FM RADIO, AIR CONDITIONING		
Color:	WHITE / GREY VINYL INTERIOR		
Delivery Info:	ESTIMATED AT 16 WEEKS FROM RECEIPT OF PURCHASE ORDER		

Option #	99N - 7.3 V8 GAS ENGINE	Price:	\$0.00
Option #	44G - FORD TORQSHIFT HD 10-SPEED AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	52B - TOW COMMAND INTEGRATED TRAILER BRAKE CONTROLLER	Price:	\$0.00
Option #	59H - CENTER HIGH MOUNT STOP LAMP	Price:	\$0.00
Option #	90L - POWER GROUP, WINDOWS, LOCKS, MIRRORS	Price:	\$0.00
Option #	76C - FACTORY BACK UP ALARM	Price:	\$163.00
Option #	18B - FACTORY PLATFORM CAB STEPS	Price:	\$317.00
Option #	872I - FACTORY BACK UP CAMERA AND INSTALLATION	Price:	\$718.00
Option #	CRANE-2 - VENTURO ET12KX 3,500LB. ELECTRIC/HYDRAULIC CRANE	Price:	\$20,859.00
Option #	CRANE-BOD1 - KNAPHEIDE 6108D54 CRK 9' CRANE BODY, INC. CRANE BUMPER, STD.	Price:	\$25,293.00
Option #	SHELVES, MANUAL OUTRIGGER AND INTEGRATED HITCH RECIEVER	Price:	\$0.00
Option #	SLINER - SPRAY LINER FOR 9' UTILITY BODY, COMPARTMENT TOPS, CARGO AREA AND	Price:	\$2,208.00
Option #	TOP OF REAR BUMPER	Price:	\$0.00
Option #	TAG-NEW - NEW YELLOW CITY TAG	Price:	\$431.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00

Note:	DELIVER TO:
Note:	CORAL SPRINGS IMPROVEMENT DISTRICT
Note:	10300 NW 11TH MANOR
Note:	CORAL SPRINGS, FL. 33071

Total Price of Base Unit and all Selected Options: \$97,156.00

Total Price of Multiple Units - Qty: 1 \$97,156.00

Ninth Order of Business

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT AUTHORIZING AN ADDITIONAL AMOUNT NOT TO EXCEED \$65,000 FOR THE INSTALLATION OF FENCING IN CONNECTION WITH THE FDEM GENERATOR GRANT FOR PROJECT 2024-01

WHEREAS, the Coral Springs Improvement District (the “District”), is an independent special district within the State of Florida, and

WHEREAS, the District was approved for an FDEM grant for Hazard Mitigation Grant Program (HMGP) for generators for Lift Stations 04, 14, 29, 30 and 42, and

WHEREAS, the HMGP project shall provide protection by purchasing and installing five (5) permanent diesel generators

WHEREAS, the Board of Supervisors (the “Board”) at a meeting held September 16, 2024 authorized District staff to negotiate and enter into an agreement with Eau Gallie Electric, Inc., and

WHEREAS, the grant does not cover expenses for fencing for the project totaling \$64,087.65, and

WHEREAS, District staff are requesting Board approval for the District to cover the additional expenses at an amount not to exceed \$65,000.

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

Section 1. The Board hereto authorizes District staff to cover the expenses listed in line items 7 & 8 of the bid unit pricing form for RFP# 2024-01 attached as Exhibit A to the resolution at an amount not to exceed \$65,000.

Section 2. This resolution shall take effect upon passage by the Board of Supervisors of the Coral Springs Improvement District.

PASSED AND ADOPTED by the Board of Supervisors of the Coral Springs Improvement District this 21st day of October 2024.

Kenneth Cassel, Assistant Secretary

Curt Tiefenbrun, President



PRICING



BID UNIT PRICING FORM

RFP# 2024-01

LIFT STATIONS GENERATORS – (HMGP)

THIS BID PRICE FORM MUST BE PRINTED AND MANUALLY/WET SIGNED AS A PART OF YOUR OFFICIAL RESPONSE TO THE RFP. THIS BID PRICE FORM SUBMITTED IN ANY OTHER FORMAT SHALL NOT BE ACCEPTED. BID SUBMITTALS MAY NOT BE WITHDRAWN AFTER THE BID OPENNING.

Item #	Description	QTY	UOM	Unit Price (\$US)	Extended Cost (\$US)
1	GENERATOR SET WITH AUTOMATIC TRANSFER SWITCHES (ATS) INCL ENCLOSURES	5	EA	\$49,479.20	\$247,396.00
2	INSTALLATION OF GENERATOR SET WITH ATS INCLUDING ALL NECESSARY ELECTRICAL WORK	5	EA	\$73,385.80	\$366,929.00
3	UPGRADING EXISTING SCADA PANELS, ELECTRICAL SYSTEMS AND INTEGRATION	5	EA	\$2,500.00	\$12,500.00
4	CONSTRUCTION OF SLAB-ON-GROUND	5	EA	\$3,000.00	\$15,000.00
5	AS-BUILT PLANS	5	EA	\$750.00	\$3,750.00
6	PERMITS	5	EA	\$450.00	\$2,250.00
7	MODIFICATION TO FENCING AT LIFT STATION# 42	1	EA	\$9,004.05	\$9,004.05
8	FENCING OF LIFT STATIONS #4, #14, #29, AND #30	1	LS		\$55,083.60
9	REQUIRED BONDS	1	LS		\$7,349.67
10	DESIGN/ENGINEERING FEES	1	LS		\$12,175.00
11	TOTAL COST				\$724,906.20

\$731,437.32

TENTH ORDER OF BUSINESS

10A

WORK AUTHORIZATION

CSID WA GT-230

Globaltech No. 151486

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (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 CSID WWTP 2025 Abbreviated Capacity Analysis Report (CAR), hereinafter referred to as the "Specific Project".

Section 1 – Terms

The 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 with the OWNER.

Section 2 – Scope of Work

The FIRM will provide the following services in accordance with Sections 1 and 2 of the AGREEMENT:

FDEP requires that an updated capacity analysis report (CAR) be prepared for wastewater treatment plants (WWTP) every 5 years. The next update to the CSID WWTP CAR is due January 2025.

The OWNER has requested that the FIRM prepare the update to the current capacity analysis report. During development of previous CARs, it was confirmed that the CSID service was built-out. Recently, there has been several new small developments and there may be additional ones planned.

The FIRM shall contact The City of Coral Springs to confirm whether there are new plans for zoning changes or construction of new developments that would impact the WWTP influent flows. Previous discussions with FDEP have indicated that based on the built-out service area status, CSID may be able to submit an abbreviated CAR. This Scope is based on preparation of an abbreviated capacity analysis report. Upon review of the abbreviated capacity analysis report, FDEP may require CSID to submit a full capacity analysis report.

Task 1 – Professional Services

This task includes project management and professional services required for the project.

The FIRM shall prepare an abbreviated CAR for the CSID WWTP. The report will include the following sections:

- Title Page
- Introduction
- Permitted Capacities
- Monthly Average Daily Flows
- Three-Month Average Daily Flows
- Discussion of CSID's recent rehabilitation work on the collection system to reduce Infiltration and Inflow (I&I).
- Discussion of the addition of the new developments (recently constructed and planned) and how they will impact the WWTP influent flows.
- Service Area and Land Use Maps along with an OWNER's statement that there are no plans to expand the service area and that the collection system only receives domestic wastewater.

- OWNER and Engineer (FIRM) contact information and signature pages
- Backup information, including monthly operating reports (MOR's) and operating permits

The FIRM shall prepare 5 draft copies of the abbreviated CAR to the OWNER for review. The FIRM shall meet with the OWNER to collect their comments. The FIRM shall incorporate the comments and prepare the final abbreviated CAR. Five hard copies and an electronic PDF copy of the final abbreviated CAR will be submitted to the OWNER. Signed and sealed copies will also be delivered to FDEP. The FIRM shall answer requests for information (RFI) generated by FDEP, assuming they are related to the abbreviated CAR scope. Any RFI's related to a full CAR scope are not included in this scope.

Assumptions for the project are as follows:

- MOR's shall be collected by the FIRM from FDEP website. The OWNER shall provide any additional information if needed, to the FIRM within 2 weeks of NTP.
- The FIRM shall use the maps previously provided by the OWNER for the 2020 WWTP CAR or a newer map, provided by the OWNER, if available. The OWNER shall provide a statement that there are no plans to expand the service area and that the collection system receives only domestic wastewater.
- If FDEP decides that a full update to the capacity analysis report is required, then the abbreviated report will be modified into the full report as an Amendment to this Authorization, upon written approval of the OWNER.
- OWNER will review the Draft CAR within 5 days after submission.

- The OWNER will be responsible for payment of any permit fees.
- An allowance of \$3,000 is included for potential additional engineering work that could be required due to FDEP requests outside the scope of this Work Authorization. FIRM will notify and request access to construction allowance from OWNER before funds are obligated. Unspent funds will be returned to OWNER.

Section 3 – Location

The services to be performed by the FIRM shall be on the following site or sites:

Coral Springs Improvement District Waste Water Treatment Plant

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Draft abbreviated capacity analysis report
- RFI responses.
- Final abbreviated capacity analysis report.

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 Subtask Completion
Notice to Proceed (NTP)	0 Days
Draft Abbreviated CAR	45 Days following NTP
Final Abbreviated CAR	10 Days after receipt of comments

Section 6 - Method and Amount of Compensation

1. 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: **\$19,637.00**, which includes a general allowance of \$3,000.
3. 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.

Section 7 - Application for Progress Payment

1. 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.

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 services contracted for 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 Mike Hosein 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 David Schuman 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 and its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of seven (7) 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

Curt Tiefenbrun

Printed Name of President

Date

Approved as to form and legality

District Counsel

State of Florida
County of Broward

ENGINEER

The foregoing instrument was acknowledged before me on this

Globaltech, Inc.

Company

_____ day of _____, 2024 by

Signature

Richard D. Olson
who is personally known to me OR
produced _____
as identification.

Richard D. Olson, P.E., Vice President

Name and Title (typed or printed)

Signature of Notary

October 21, 2024

Date

Attachment A

Budget Summary

ATTACHMENT A

WA-230 CSID WWTP 2025 Abbreviated CAR

Engineering and Design Budget Summary

Task	Task Description	Officer	E1	Sr. CAD	Admin 3	Admin 1	Total Labor	Expense/ Subconsul. Fee	Subconsul.
		\$210.00	\$98.88	\$108.00	\$77.00	\$52.00			
1	Engineering and Project Coordination								
	Project Management	8			4	4			
	Collect MORs and other Information	2	12						
	Compile MOR Data	2	12						
	Meet to Discuss New and Future Developments	6	6						
	Prepare and Submit Draft CAR	4	24	8		2			
	Incorporate Comments, Prepare and Submit Final CAR	2	12	8		2			
	RFI Response	4	6		2	2			
	Project Closeout	2			2	2			
	Labor Subtotal Hours	30	72	16	8	12			
	Labor Subtotal	\$6,300	\$7,119	\$1,728	\$616	\$624	\$16,387		
	Labor Total						\$ 16,387		
	Subconsultant Labor Total						\$ -		NA
	Subconsultant Multiplier						1.1		
	Subcontract Total						\$ -		
	Expenses						\$ 250.00		
	Allowance						\$ 3,000.00		
	TOTAL						\$ 19,637		

10B

WORK AUTHORIZATION

CSID WA #231
Globaltech No. 151490

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (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 engineering services related to the Collection System Action Plan hereinafter referred to as the "Specific Project".

Section 1 – Terms

The 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 with the OWNER.

Section 2 – Scope of Work

The FIRM shall provide the following services in accordance with the applicable section(s) of the AGREEMENT:

Background

Rule 62-600.705 (2) Florida Administrative Code became effective on June 28, 2023, and requires all domestic wastewater facility permittees to develop a pipe assessment, repair and replacement action plan for the facility's collection system (i.e., A Collection System Action Plan). The goal of the collection system action plan is to prevent sanitary sewer overflows (SSOs)

and leakages that may endanger public health and the environment. The plan is a proactive approach to assess the condition of the collection system, to identify needed maintenance, repairs, and rehabilitation of the system.

The plan must be submitted to Florida Department of Environmental Protection (FDEP) with the next facility permit renewal period. An annual report on the implementation of the plan must then be submitted documenting the facility progress each year by June 30th.

The scope of this project is to assist the OWNER with completion and submission of the initial Collection System Action Plan for the OWNER's wastewater treatment facility. FIRM has obtained a template prepared by the Florida Rural Water Association (FWRA) to satisfy the needs of the Collection System Action Plan. It is assumed that the template will be used to provide the necessary information, however, attempts to confirm this assumption with FWRA and FDEP were unsuccessful.

Task 1 – Professional Services

This task includes project management and professional services required to complete the project:

Engineering services will be provided to assist OWNER in completing and submitting the Collection System Action Plan for a five-year planning horizon. Specific services and assessment requirements include the following:

- Meet with staff to review the parameters of the assessment and to review the overall project activities and schedule.
- Meet with staff to gather specific information regarding the wastewater collection system components.

- Meet with staff to collect specific information regarding power outage contingency planning (lists of lift stations, priorities, portable generators, fuel storage, and maintenance schedules).
- Gather and summarize (if available) inflow and infiltration (I&I) leakage surveys.
- Assist OWNER with setting goals for evaluating percentages of the collection system for each year with a minimum of 25-percent of the collection system being evaluated over the five-year planning horizon. Evaluations and assessments may be made using one or more investigative techniques such as camera inspections, smoke testing, data analytics, flow isolation, focused electrode leak location, direct observation, and sonar imaging, water chemistry, and solids analysis, or flow monitoring.
- Collect and updated inventory maps of collection system. OWNER will provide GIS maps and inventory of collection system. Inventory to include detailed information for each section of pipe, manholes, and pump stations (including inspection and maintenance information).
- Collect climatic, geologic, topographic and hydrological information including seasonal high water table information and rainfall data.
- Collect and document information on sanitary system overflows, bypasses, odor complaints, corrosion data, and past inflow and infiltration studies (I&I), population served, and industries served.
- Summarize and/or assist with developing system evaluation plan.
- Summarize and/or assist with developing protocols for routine maintenance, cleaning and emergency repairs.
- Summarize (if available) measures taken by OWNER to limit fats, oils, grease, rags, sand and roots from entering the collection system.
- Summarize any local sewer ordinances or programs to minimize I&I from private sanitary sewer laterals / individual services connections.
- Summarize (if available) measures taken by OWENR to increase system resiliency from sea-level rise and flood mitigation.

- Identify contact information for housekeeping procedures.
- Summarize facility record keeping procedures.
- Attend progress and coordination meetings as necessary.

The template provided by FRWA will be used in preparing the Collection System Action Plan and accompanying Appendices. It is assumed that this document will satisfy the reporting information required by FDEP. FIRM will work with OWNER to gather existing or to develop required information. Both electronic and two hard copies of the final report will be provided to the OWNER.

Assumptions

Assumptions for the project are as follows:

- FIRM will use template provided by FRWA as the basis for the Collection System Action Plan. Attempts to confirm the adequacy of the template with FDEP and FRWA were unsuccessful.
- OWNER will make available all existing records and information relevant to the project as may be required to coordinate and complete this scope of services.
- Field work associated with inventorying system or providing conditional assessment is not included in this Scope of Service.
- Development or modification of an existing GIS model of the sanitary collection system is not included in this Scope of Service.
- OWNER to provide information to support Power Outage Contingency Plan.
- OWNER to provide Plan to limit fats, oils, grease and rags from entering collection system.
- OWNER to provide system inspection and routine maintenance plans.
- OWNER to provide plans to identify and limit Illicit connections.
- OWNER to provide plans to identify and reduce I&I.
- OWNER to provide sea-level rise and flood mitigation contingency plans.

Section 3 – Location

The services to be performed by the FIRM shall be on the following site or sites: **Globaltech Office, CSID WWTP and CSID Service Area.**

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Completed Collection System Action Plan
- Appendix A – Power Outage Contingency Plan
- Appendix B – Collection System Map
- Appendix C – Fat, Oil and Grease Standards
- Appendix D – Collection System Action Plan Annual Report Format

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Subtask Completion
Notice to Proceed (NTP)	0 Days
Data Gathering and Review	60 Days after NTP
Draft Collection System Action Plan	120 Days after NTP
OWNER Review	14 Days after Submission
Final Collection System Action Plan	150 Days after NTP
Submit CSAP to FDEP	150 Days after NTP

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida 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: **\$29,452**. Price does not include an allowance.

3. 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. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
4. A Budget Summary for the above LS is provided in Attachment A.

Section 7 – Application for Progress Payment

1. Not Applicable

Section 8 – Responsibilities

FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for 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 Frank Kozlowski and Joe Stephens as the OWNER's representatives.

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. FIRM hereby designates Rick Olson, P.E. 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 and its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of eight (8) 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

Curt Tiefenbrun
Printed Name of President

Date

Approved as to form and legality

District Counsel

ENGINEER

State of Florida
County of Palm Beach

Globaltech, Inc.
Company

The foregoing instrument was acknowledged before me on this

 day of , 2024 by

Signature

who is personally known to me OR produced _____ as identification.

Richard D. Olson, P.E., Vice President
Name and Title (typed or printed)

October 21, 2024
Date

Signature of Notary

Attachment A

Compensation Summary

**CSID Collection System Action Plan
Engineering and Design Budget Summary**

Task	Task Description	Officer \$210	E2 \$108.00	CADD \$108.00	Admin 3 \$77.00	Admin 1 \$52.00	Total Labor	*Sub-Consultant Services
1	Engineering & Design							
	Project Management/Coordination	12	8	4	8	4		
	Subtotal Task 1	12	8	4	8	4	\$ 4,640	\$ -
2	Report							
	Data collection	4	48					
	Collection System Action Plan - Report	4	40		16			
	Subtotal Task 2	8	88	0	16	0	\$ 12,416	\$ -
3	Appendix A							
	Power Outage Contingency Plan	4	24		4			
	Subtotal Task 3	4	24	0	4	0	\$ 3,740	\$ -
4	Appendix B							
	Collection System Map	2	16	8				
	Subtotal Task 4	2	16	8	0	0	\$ 3,012	\$ -
5	Appendix C							
	Fat, Oils and Grease Standards Plan	2	16		4			
	Subtotal Task 5	2	16	0	4	0	\$ 2,456	\$ -
6	Appendix D							
	Collection System Action Plan Annual Report - Data Input	2	16	4	4			
	Subtotal Task 6	2	16	4	4	0	\$ 2,888	\$ -
	Total Labor Hours	30	168	16	36	4	254	
	Total Labor Costs	\$6,300	\$18,144	\$1,728	\$2,772	\$208	\$29,152	
	Total Printing Cost (NTE)						\$300	
							Subconsultant Subtotal	\$ -
							Subconsultant Markup	12%
							Subconsultant Total	\$ -
							TOTAL COMPENSATION	\$ 29,452

Eleventh Order of Business

Globaltech, Inc.
CSID Engineer's Report
October 21, 2024

PROJECTS UNDER CONTRACT

WA#192 – Canal Right-of-Way Tree Inventory – In Progress

- Approved by Board – 9/20/21
- Board restarted project on 1/22/24
- Field work beginning in Zone 1 (East Basin – North) – 4/08/24
- Inventory is approximately 60% complete
- Met with project Team to review progress – 8/08/24
- Received additional funding to complete tree inventory – 9/16/24
- Arborist resumed field activities – 9/23/24
- Anticipated project completion – November 2024

WA#218 – Electrical Surge System Improvements – Substantially Complete

- Approved by Board – 10/16/23
- Draft Technical Memorandum for UPS systems submitted – February 2024
- Anticipated project completion – October 2024

WA#219 – Production Well 2 Repower – In Progress

- Approved by Board – 11/13/23
- Prepared purchase orders for control panel equipment – November 2023
- Conducted preliminary review of RO Building Electrical Room
- Conducted preliminary work in Electrical RO Building Electrical Room
- Installed buried conduit for Wells 2 and 3
- Received UL Certification for panel – 9/05/24
- Pannel Installed - 9/17/24
- Electrical Installation complete – 10/04/24
- Completing Instrumentation and programming
- Substantial Completion – 10/31/24
- Final Completion – November 2024

WA#222 – Belt Filter Press Replacement – In Progress

- Approved by Board – 1/22/24
- Conducted internal kick-off meeting
- Issued submittals for BFP to CSID
- Conducted coordination meeting with CSID to discuss demo and construction – 9/04
- 60-percent design submitted to CSID – week of 10/14
- BFP Anticipated to be delivered in December 2024 / January 2025
- Anticipated completion – March 2025

Globaltech, Inc.
CSID Engineer's Report
October 21, 2024

PROJECTS UNDER CONTRACT (Continued)

WA#224 – Stormwater Culvert Structural Assessment – In Progress

- Approved by Board – 2/26/24
- Issued subcontract to IDC
- Field work began 3/25/24
- Culvert inspection completed – 4/10/24
- End wall inspections completed – 9/10/24
- Draft Summary Report issued to CSID – 11/01/24
- Anticipated project completion – December 2024

WA#226 – Stormwater Pump Station Spare Engine Procurement – In Progress

- Approved by Board – 4/15/24
- Prepared project schedule
- Site visit to document connections and mounting details – 5/16/24
- Issued Purchase Order for replacement engine – 6/07/24
- Awaiting submittals from manufacturer
- Delivery time unknow until submittals are approved
- Anticipated project completion – January 2025

WA#227 – Deep Injection Well Operating Permit Renewal – Substantially Complete

- Approved by Board – 4/15/24
- Issued subcontract to McNabb Hydrogeologic Consultants – 4/26/24
- Submitted Permit Application to FDEP – 7/08/24
- Draft permit still under review by FDEP
- Anticipated Notice of Intent to issue expected shortly
- Anticipated project completion – November 2024

WA#229 – WWTP Package Plant E Improvements – In Progress

- Approved by Board – 8/19/24
- Issued subcontract for WGI (Maintenance Hatch Design) – 8/20
- Received hatch design from WGI – 10/10/24
- Worked through constructability issues with WGI and G&G (Fabricator)
- Draft hatch design submitted to CSID for review – 10/14
- Hatch Installation – 10/28
- Structural and Coating Inspection – 11/04
- Diffuser Installation – 11/04
- Transfer Pipe Replacement – 11/15
- Substantial Completion – December 2024
- Anticipated project completion – January 2025

Globaltech, Inc.
CSID Engineer's Report
October 21, 2024

Work Authorizations Under Development

WA#177 – Portable Generator Storage Building – Under development
WA#XXX – Administration Building Glass Door Replacement – Under development
WA#230 – Wastewater Capacity Analysis Report – on current agenda
WA#231 – Collection System Action Plan – on current agenda
WA#XXX – Digester 1 Blower Replacement – on November agenda
WA#XXX – PFAS Pilot Testing – On November agenda