

**Coral Springs
Improvement District
Regular Meeting**

Agenda

March 17, 2025

Coral Springs Improvement District

Board of Supervisors
 Mark Ritter, President
 Ben Groenevelt, Vice President
 Travis McEwen, Secretary
 Michael Kraus, Assistant Secretary
 Robert Rafaneli, Assistant Secretary

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

Meeting Agenda

Monday, March 17, 2025 at 3:00 p.m.

1. **Call to Order**
2. **Audience Comments**
3. **Approval of the Minutes of the February 24, 2025 Meeting**
4. **Financials for February 2025**
5. **Consideration of a request by staff to exercise the first two-year optional renewal of the District's contract with BrightView Landscape Services to maintain facility lawns, trees, and shrubs. The initial term of the contract expires on April 18 2025. There are two (2) optional two (2) year renewal periods remaining on the contract. We are seeking approval from the Board to renew this contract for the first 2 year optional period and authorization for staff to execute the second 2 year option at the renewal time - *Danielle/Joe***
6. **Staff request Board consideration to piggyback on a contract for professional cleaning services with the State of Florida Department of Management Services and Encompass Onsite, LLC to February 23, 2027 request to include any extensions of the contract – *Danielle/Jimmy***
7. **Staff request Board consideration of the renewal of the districts contract with C3 Complete to provide Managed Security and Back services for CSID's IT systems. C3 Complete will allow the district to piggyback on C3's contract GS- 35F-0537X with the General Services Administration. The district's terms are 36 months at \$3185.18 per month – *Julie/David***
8. **Engineer's Report**
 - **Presentation on WA #224 Results of Stormwater Culvert Inspection**
 - **Presentation on Amendment #2 to WA #229**
 - **Summary Report**
9. **Consideration of Work Authorizations**

- A. Amendment to WA #224 for Structural Inspection of Stormwater Culverts for a Decrease of \$10,000
 - B. Amendment to WA #230 for WWTP 2025 Abbreviated Capacity Analysis Report for a Decrease of \$3,000
 - C. Amendment #2 to WA #229 for Improvements to WWTP Package Plant E for an Increase of \$106,215
10. Staff Reports
- A. Manager – Ken Cassel
 - Implementation of Commission Structure for Ad-Valorem Tax Collection
 - 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 – Jimmy Harness
 - Engineering – Glen Hanks
 - Motion to Accept Department Reports
 - C. Attorney
 - Legislative Update
11. Supervisors' Requests/Comments
12. Adjournment

*Next regular meeting scheduled for April 21, 2025 at 3:00 p.m.

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, February 24, 2025 at 3:01 p.m. at the District Offices, 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Mark Ritter	President
Travis McEwen	Secretary
Michael Kraus	Assistant Secretary

Also present were:

Ken Cassel	District Manager
Seth Behn	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities
Sue Beyer	Director of Finance and Accounting
Glen Hanks	Director of Engineering
Jimmy Harness	Human Resources Generalist
Rick Olson	District Engineer
Shawn Frankenhauser	Stormwater Department
Frank Kozlowski	Field Department
Christian McShea	Water Department
Mike Hosein	Wastewater Department
Brian Klein	Utility Billing and Customer Service
Jovan Selvon	Maintenance Department
Julie Beyer	IT Manager
Curt Tiefenbrun	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 January 27, 2025 Meeting

On MOTION by Mr. McEwen seconded by Mr. Kraus with all in favor the minutes of the January 27, 2025 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Financials for January 2025

On MOTION by Mr. McEwen seconded by Mr. Kraus with all in favor the financials for January 2025 were approved as presented.

FIFTH ORDER OF BUSINESS

Ratification of Encroachment Agreement for 10312 NW 6th Court

Mr. Frankenhauser explained there was a tight window between the last meeting and this meeting to get the encroachment agreement approved because the homeowner needed it to have her house insured. Staff reviewed and found no issues with the request.

On MOTION by Mr. McEwen seconded by Mr. Ritter with all in favor the encroachment agreement for 10312 NW 6th Court was ratified.

SIXTH ORDER OF BUSINESS

Discussion on an Encroachment Request to the District ROW from Maplewood Isles HOA

- Mr. Cassel stated the District was approached several months ago regarding access issues they are experiencing with people walking along the canal bank and going into their facilities. They wanted to put a fence down to the water on either side, which is not allowed by City Code. The District also does not want to allow it due to access issues. Staff had discussions with the City and what they came back with is if the City gives them a variance from the City Code, the District will allow it. The recommendation is to approve an encroachment agreement subject to the City granting a variance from the City Code and the District would dictate the exact locations because this is an area where the District accesses the water to launch the boats for inspections.
- Mr. Ritter asked if they identified an area where District staff can access the necessary area. Mr. Cassel responded yes.

- The question was asked if this would open a can of worms for other communities. Mr. Cassel responded it is potentially going to do that; however, if the District grants an encroachment agreement subject to them getting a variance from the City, that would be the only way it could be done. The case must be strong enough for the City to grant a variance.

On MOTION by Mr. McEwen seconded by Mr. Kraus with all in favor the encroachment agreement to the District right-of-way from Maplewood Isles HOA was approved subject to the City granting a variance and the District choosing the location of the fence.

SEVENTH ORDER OF BUSINESS

Consideration of Request by Staff to Piggyback on a Contract between UniFirst and Sourcewell for Uniforms with Related Products and Services
(The current contract we are piggybacking from Sourcewell will expire May 22, 2025 with no extensions remaining. Lead entity-Sourcewell-issued a request for proposals on November 16, 2023 for Uniforms with Related Products and Services. Proposals were opened on January 11, 2024. Sixteen (16) proposers responded to the solicitation with UniFirst Corporation ranking as number one after proposal evaluation. On October 17, 2023 the Sourcewell Board approved the evaluation committee’s recommendation and awarded UniFirst Corporation the rental contract of various uniform items. We are presenting the Board with a new opportunity to piggyback on the current UniFirst Corporation to rent employee uniforms until March 25, 2028 including any further extensions. Pricing will be effective on May 23, 2025)

- Mr. Stephens reviewed the request from staff.

On MOTION by Mr. McEwen seconded by Mr. Kraus with all in favor a contract with Unifirst for uniforms with related products and services was approved piggybacking off a contract with Sourcewell.

EIGHTH ORDER OF BUSINESS

Consideration of Change Order from Miller Pipeline, LLC project for the lining of Lift Station Basin 13 (*The change order reduces the original contract amount of \$1,317,878.40 by \$285,080.75 for a final contract price of \$1,032,797.65*)

- Mr. Stephens stated this is just a reduction in price.

On MOTION by Mr. Ritter seconded by Mr. McEwen with all in favor the change order from Miller Pipeline, LLC project for the lining of lift station basin 13 for a decrease of \$285,080.75 was approved.

NINTH ORDER OF BUSINESS

Engineer’s Report

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

- WA #222 - the BFP is scheduled to ship on February 28, 2025 and expected to arrive on March 3, 2025.
- WA #224 - was discussed with staff and they will be doing a presentation at the next Board meeting.
- WA #227 – still waiting on FDEP. FDEP is no longer releasing single permits. They release a dozen at a time. They are waiting on the next batch of permits to be released and were told the application was find and do not anticipate any issues.
- WA #229 – waiting for the cost estimates from the metal fabricator for some of the corrosion improvements and repairs. They expect to have that figure later today or tomorrow.
- WA #230 – they just received notification this morning that the report was accepted with no changes. They expect to return an allowance at the next meeting for this project.

- WA #232 – they are ahead of schedule on this project and will start fabricating the panel next week.
- WA #233 – they have requested information from staff and they are providing the information so they can complete the analysis.

TENTH ORDER OF BUSINESS

Staff Reports

A. Manager – Ken Cassel

- Mr. Cassel reported he will be following up with staff on the Maplewood Isles HOA encroachment.

B. Department Reports

• **Operations – David McIntosh**

- Mr. McIntosh reported staff is working on Customer Appreciation Day. Everything is going well. They are getting all the contracts in place and everything is organized.
- He also reported on the annual conference for FASD. It is scheduled for June 16, 2025. More information about accommodation is forthcoming.
- He has been working with Mr. Stephens to update the Capital Improvements in coordination with possible grants.
- He has been having discussions with Ms. Julie Beyers on the IT contract.
- He will be working on the RFP for District Management services as instructed.

• **Utilities Update – Joe Stephens**

- Mr. Stephens reported they have been monitoring the water fluoridation and other items.
- The District received a check today in the amount of \$260,000 for the grant reimbursement of the hardening architect work and structural engineering.

• **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.

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

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

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

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

- **Stormwater – Shawn Frankenhauser (Report Provided)**

Mr. Frankenhauser reviewed his report; a copy of which is attached hereto as part of the public record. Mr. Ritter asked about potentially getting quotes on some of the tree removal identified in the restoration project. Mr. Stephens responded he is still waiting for estimates on mitigation. Mr. McIntosh believes they may need to go out for bids. There was a consensus to get quotes for choke point areas.

- **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)**

A copy of the report was provided to the Board and is attached hereto as part of the public record.

- **Financing and Accounting – Sue Beyer**

Ms. Beyer reported the financial part of the audit is complete. They are still waiting to see what is happening with the IT side.

- **Human Resources – Jimmy Harness**

Mr. Harness reported there is one opening in the Field Department and they are finalizing work for the Open House scheduled for March 22, 2025.

- **Engineering – Glen Hanks**

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

- **Motion to Accept Department Reports**

On MOTION by Mr. Ritter seconded by Mr. McEwen with all in favor the Department Reports were accepted.

C. Attorney

Mr. Behn reported the following:

- He provided a legislative report. One bill was filed which is related only to municipal water charges.
- He provided an update on litigation settlements. Once they have the District's score, they will know what available funding there is.
- He reported on conversations with the auditor regarding the IT audit. IT data in Special Districts and Utilities have certain protections. He wants to be careful how they approach it.
- He discussed fluoride and where the District falls in the regulatory scheme. The District has self determination on that point. It is not subject to the County standards. Discussion ensued.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests/Comments

- Mr. McEwen commented on the Department Reports and how helpful they are. He thanked staff for them.
- Mr. Ritter commented it would be useful to have an overview workshop with senior staff on the District's financials.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business, the meeting was adjourned.

Assistant Secretary

President

Fourth Order of Business



CORAL SPRINGS IMPROVEMENT DISTRICT

**SUMMARY FINANCIAL REPORTING
BOARD MEETING MARCH 17, 2025**

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

For Period Ending February 28, 2025

	Actual ENDING 02/2025	BUDGET THRU 02/2025	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2024-2025
REVENUES				
TOTAL REVENUES	\$ 7,013,606 *	\$ 6,989,697 *	\$ 23,909	\$ 16,775,272
CARRY FORWARD	\$ -	\$ 1,937,500	\$ (1,937,500)	\$ 4,650,000
TOTAL REVENUE WITH CARRY FORWARD	\$ 7,013,606	\$ 8,927,197	\$ (1,913,591)	\$ 21,425,272
EXPENDITURES				
TOTAL ADMINISTRATIVE	\$ 931,928	\$ 1,255,560	\$ (323,632)	\$ 3,013,344
TOTAL PLANT	\$ 2,703,370	\$ 4,507,438	\$ (1,804,068)	\$ 10,817,852
TOTAL FIELD	\$ 917,366	\$ 1,867,227	\$ (949,861)	\$ 4,481,345
TOTAL EXPENDITURES	\$ 4,552,664	\$ 7,630,225	\$ (3,077,562)	\$ 18,312,541
AVAILABLE FOR DEBT SERVICE	\$ 2,460,942			\$ 3,112,731
Total Debt Service	\$ 1,166,582			\$ 2,821,645
Excess Revenues (Expenses) After Debt Service	\$ 1,294,360			\$ 291,086
Debt Service Coverage - Current 2.11				Debt Service-Budget 1.10
Debt Service Requirement 1.10				

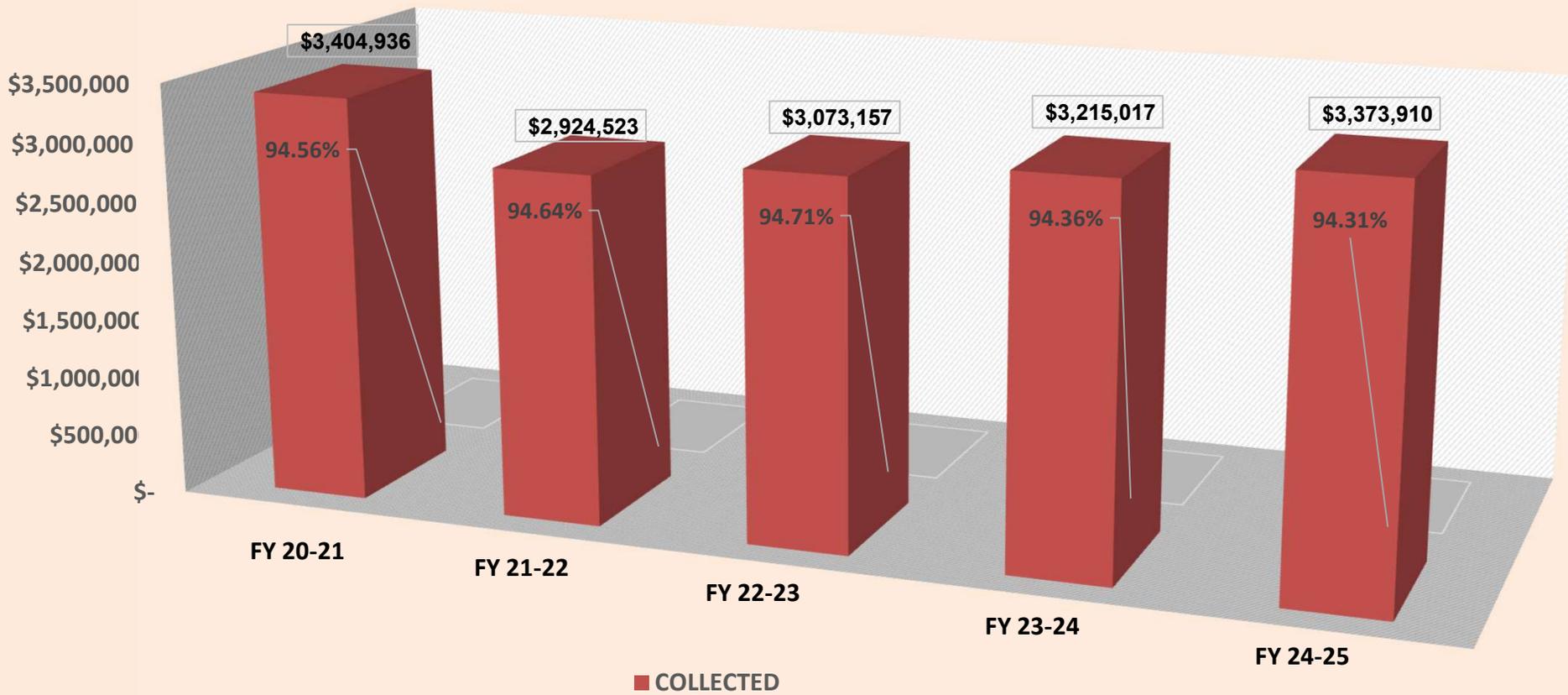
* Year end adjustments to W&S Revenue
\$1,098,860 accrued back to Sept 2024

General Fund
SUMMARY REPORT

For Period Ending February 28, 2025

	Actual ENDING 02/2025	BUDGET THRU 02/2025	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2024-2025
REVENUES				
TOTAL REVENUES	\$ 3,738,979	\$ 1,640,792	\$ 2,098,188	\$ 3,937,900
CARRY FORWARD	\$ -	\$ 875,398	\$ (875,398)	\$ 2,100,955
TOTAL REVENUE WITH CARRY FORWARD	\$ 3,738,979	\$ 2,516,190	\$ 1,222,790	\$ 6,038,855
EXPENDITURES & RESERVES				
TOTAL ADMINISTRATIVE	\$ 210,316	\$ 382,162	\$ (171,846)	\$ 917,188
TOTAL STORMWATER	\$ 292,780	\$ 498,611	\$ (205,832)	\$ 1,196,667
TOTAL CAPITAL EXPENSES	\$ 109,226	\$ 1,343,750	\$ (1,234,524)	\$ 3,225,000
TOTAL EXPENDITURES	\$ 612,321	\$ 2,224,523	\$ (1,612,202)	\$ 5,338,855
RESERVES				
RESERVED FOR OPERATING	-	187,500	(187,500)	450,000
RESERVED FOR PROJECTS AND EMERGENCIES	-	104,167	(104,167)	250,000
TOTAL OPERATIONAL EXPENDITURES & RESERVES	\$ 612,321	\$ 2,516,190	(1,903,868)	\$ 6,038,855

NON AD VALOREM ASSESSMENTS COMPARED TO FEBRUARY PRIOR FISCAL YEARS



2024-2025 Assessment = \$3,577,436

Fifth Order of Business

CORAL SPRINGS IMPROVEMENT DISTRICT

CONTRACT MANUAL

Refer to Exhibit "A" for Scope of Work

PROJECT: Facility Maintenance "landscaping"

Product/material/service # 2022-02

Date: 3/15/2022

OWNER: CORAL SPRINGS IMPROVEMENT
DISTRICT
10300 N.W. 11th Manor
Coral Springs, Florida 33071

REPRESENTATIVE
: Joe Stephens
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Phone 954-796-6667
FAX 954-757-4850

BID AND CONTRACT DOCUMENTS

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ADVERTISEMENT FOR BIDS

Advertisement For Bids
Coral Springs Improvement District
Product/material/service # 2022-02 Landscaping Services

Sealed bids for procurement of the following described Product/material/service will be received by the owner, Coral Springs Improvement District, Broward County Florida: Procurement of landscaping services for the Coral Springs Improvement District’s facility.

A mandatory pre-bid meeting will be held on ... 3/31/2022 at 9:00am ...at the District’s offices. Bids shall be on a lump sum annual basis(to be billed monthly) for the specified services; partial bids will not be accepted. Sealed bids will be received until 9:00 am eastern time on ... 4/8/2022 at the offices of the Coral Springs Improvement District, 10300 NW 11th Manor Coral Springs, FL 33071. The outside of the envelope or box containing THREE (3) COPIES of the bid with original signatures must clearly state “**CSID landscaping services contract # 2022-02**”. Late submittals will not be accepted.

Copy of the bid proposal and contract form is available on our website at www.csidfl.org or at the District Offices by contacting the representative listed below. The District reserves the right to reject any or all bids either with or without cause, to waive technical errors and informality and to accept the bid or portion of the bid, which in its judgment best serves the District.

Publish Dates

3/21/2022

3/28/2022

Representative:

Joe Stephens
 Utility Director
 Coral Springs Improvement District
 10300 NW 11th Manor
 Coral Springs, FL 33071
 Phone: 954-796-6667

INSTRUCTIONS TO BIDDERS

X PRE-PROPOSAL CONFERENCE

A mandatory Pre-Bid Conference will be held on.. 3/31/2022 at 9:00am ... at the District Offices, 10300 N.W. 11th Manor, Coral Springs, Florida, 33071. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries and will be binding that only those who attend shall be allowed to bid.

X QUALIFICATIONS OF BIDDERS

Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid will constitute grounds for rejection of the Bid.

The DISTRICT reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of the Agreement.

Samples of items, when required, must be furnished by Bidder free of charge to the DISTRICT. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and be delivered by him within (10) calendar days of the Bid opening unless the schedule indicates a different time or unless submission is required before Bid opening. If samples are required subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. DISTRICT will not be responsible for returning samples.

Bidder shall submit two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment Bidder proposes to furnish.

DISTRICT reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify DISTRICT immediately of notice of any citation or violation, which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

X CONTRACT TIME

Bidder proposes to commence the services under the contract within 30 days of notice to proceed and continue for the duration of the contract term.

three DA

The contract term shall be for ~~two~~ (3) years with two (2) optional two (2) year renewal periods if negotiated pricing is agreed upon.

By virtue of submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract. The Successful Bidder agrees that all deliveries shall be conducted in accordance with Exhibit A. Failure to deliver the products specified shall be considered a default.

X **SCOPE OF WORK**

The Scope of Work, Plans and/or Specifications for services and/or goods and materials to be provided under this Product/material/service is described in Exhibit "A" hereof. Any Plans associated with the work are referenced in the Scope of Work.

The failure of the Bidder to direct the attention of the DISTRICT to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the DISTRICT.

X **SAFETY**

The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its current amendments.

The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) All employees on the work site and all other persons who may be affected thereby.
- (b) The work and all materials and equipment incorporated therein.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

X **WARRANTIES**

Warranty of Title: The Successful Bidder warrants to the DISTRICT that all goods and

materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of fitness for a Particular Purpose: The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose for the goods covered by the Contract is intended is:

The Successful Bidder understands and agrees that the DISTRICT is purchasing the goods in reliance upon the skill of the Successful Bidder in furnishing the goods suitable for the above stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the DISTRICT, at its sole discretion, may return the goods to the Successful Bidder for a full refund of any and all moneys paid for the goods.

Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

Warranty of Performance: The Successful Bidder warrants that the goods are capable of doing the same or better-quality work than other goods of equal value operated under the same conditions.

Warranty of Product: The Successful Bidder warrants all products for a minimum of one year from the date of acceptance by the DISTRICT. If within one year after acceptance by the DISTRICT, or within such larger period of time as may be prescribed by law any of the products are found to be defective or not meeting performance standards with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the DISTRICT to do so, (promptly replace the product unless the DISTRICT has previously given the Successful Bidder a written acceptance of such condition).

The Successful Bidder warrants to the DISTRICT that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

The Successful Bidder warrants to the DISTRICT that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The Successful Bidder warrants to the DISTRICT that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the

Successful Bidder is a party.

The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the DISTRICT and the successors and assigns of the DISTRICT.

X RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of goods to the DISTRICT, and inspection and acceptance of the goods by the DISTRICT. Title to the goods shall pass to DISTRICT upon acceptance by DISTRICT.

X PERMITS, FEES AND NOTICES

The Successful Bidder shall secure all permits and licenses which may be required for the proper execution and completion of the work. The Successful Bidder shall use its best efforts to obtain all necessary permits as soon as possible after the date of Notice to Proceed. Any delays in obtaining permits must be brought to the attention of the DISTRICT without delay.

The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The DISTRICT shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations. The District shall pay for any permit fees.

X CLEANING UP

The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the DISTRICT. At all times the successful bidder shall comply with all specifications in Exhibit A.

X DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the DISTRICT shall give the Successful Bidder written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to

correct such default shall be commenced within seven (7) days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the DISTRICT, the DISTRICT shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

X TERMINATION FOR CONVENIENCE OF DISTRICT

Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the DISTRICT may without cause and without prejudice to any other right or remedy; terminate the agreement for the DISTRICT'S convenience whenever the DISTRICT determines that such termination is in the best interest of the DISTRICT. Where the agreement is terminated for the convenience of the DISTRICT the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the DISTRICT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

X ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor delegate any of the duties or obligations undertaken by Successful Bidder without DISTRICT'S prior written approval.

X APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. The DISTRICT is providing the following list of references for the convenience of the Bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the DISTRICT or any admission or agreement that these laws, orders or rules actually apply to this Product/material/service. Moreover, the list is not intended to be inclusive and omission shall not be a defense for a Bidder's, Contractor's or Subcontractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

Non-Segregated Facilities: The Successful Bidder and each subcontractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the Bidder and all subcontractors certify that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.

Nondiscrimination and Equal Opportunity Employment: During performance of the contract, the successful Bidder agrees as follows:

(a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to DISTRICT.

X INDEMNIFICATION

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the DISTRICT, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, arising out of the operations of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to the contract caused by or arising out of (a) any negligent act, or willful omission or default of the Successful Bidder and/or his subcontractors, agents, servants, or employees in the provision of the goods and/or services under the contract to include any bodily injuries, sickness, disease, death or destruction of real or tangible property; (b) the use of any improper materials in any goods or services provided pursuant to the contract; (c) a defective condition in any goods provided pursuant to the contract; (d) the violation of any federal, state, county, or municipal laws, ordinances or regulations by Successful Bidder, his subcontractors, agents, servants, independent contractors or employees in the provision of the goods or services under the

contract; or (e) the breach by Successful Bidder of any term of the Contract including the breach of any warranty or guarantee.

X **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Bidder agrees to indemnify, defend, save and hold harmless the DISTRICT, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney’s fees (including appellate attorney’s fees) and costs.

DISTRICT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive District’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time

X **INSURANCE**

Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

Prior to award of the contract, the successful bidder shall submit certificate(s) of insurance evidencing the required coverages and specifically providing that the coral springs improvement district is an additional named insured or additional insured with respect to the required coverage and the operations of the successful bidder under the contract.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been give to DISTRICT by certified mail.

The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) Worker’s Compensation Insurance for statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws, including, where applicable, the United “States Longshoremen’s and Harbor Worker’s Act, the Federal Employer’s Liability Act and the Homes Act. Employer’s liability Insurance shall be provided with a minimum of One Million dollars (\$1,000,000.00) per accident. Successful

Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- (b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence.

- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence.

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A. M. Best's Insurance Guide:

Financial Stability B+ to A+

The Successful Bidder shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than \$100,000.00 for each category), and the

successful Bidder shall provide verification thereof to DISTRICT upon request of DISTRICT.

All Required insurance policies shall preclude any underwriter's rights of recovery or subrogation against DISTRICT with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this contract agrees that they shall have no recourse against the DISTRICT for payment or assessments in any form on any policy of insurance.

The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which DISTRICT is named as an additional named insured shall not apply to DISTRICT. DISTRICT shall provide written notice of occurrence within fifteen (15) working days of District's actual notice of such an event.

The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of DISTRICT.

The Successful Bidder shall not commence work under the contract until after he has obtained all of the minimum insurance herein described.

Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and DISTRICT, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

X BID FORM

"This Bid Form, together with the Invitation to Bid, the instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the DISTRICT, an authorized officer of the DISTRICT shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to execution of the Bid Form, and any Purchase Order issued by the DISTRICT after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one, shall be as binding as if required by all."

X PUBLIC ENTITY CRIMES INFORMATION STATEMENT

" A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods

orservices to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

X **E-Verify**

The Bidder agrees that they will comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further the Bidder 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

X **AWARD OF CONTRACT**

This document shall serve as the contract for all associated work under this Product/material/service

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by DISTRICT indicates to DISTRICT that the award will be in the best interests of the DISTRICT, and not necessarily to the lowest Bidder. Criteria utilized by DISTRICT for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidders experience and references, including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Price.

If applicable, the Bidder to whom award is made shall execute a written Contract within Fifteen (15) calendar days after the Contract award. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the award may be annulled and the Contract let to the next lowest Bidder who is responsible and responsive in the opinion of the DISTRICT. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

BID FORM FOR BID NO. “ 2022-02 ”

SUBMITTED TO: Coral Springs Improvement District
10300 N.W. 11th Manor
Coral Springs, Florida 33071

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with DISTRICT to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the Product/material/service and has become fully informed concerning local conditions, and nature and extent of the work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the DISTRICT is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows: See exhibit A
6. Bidder will complete the work for the following price(s):
7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward County during the period covered by this contract and any extensions, if requested. Yes No

8. Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. Dated
 Addendum No. Dated
 Addendum No. Dated

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

10. The DISTRICT reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the DISTRICT deems in its best interests.

11. Communications concerning this Bid shall be address to:
Joe Stephens, District Representative
Coral Springs Improvement District
10300 N.W. 11th Manor
Coral Springs, Florida 33071
Tel. 954-796-6667
Fax 954-757-4850

12. The following documents are attached to and made as a condition to this Bid:
 - (a) Bidder's certification.
 - (b) Certificate(s) of insurance
 - (c) Non-collusive affidavit
 - (d) Bidder's qualification statement
 - (e) References
 - (f) Certification of Non-Segregated Facilities
 - (g) Bid security, if required by the Instructions to Bidders

BIDDER'S CERTIFICATION

In witness whereof, the Bidder has executed this Bid Form this 6 day of April, 2022.

By:

[Signature] ✓ PGM
Signature of Individual/Title

[Signature]
Witness

Dan Perry
Printed Name of Individual

ACKNOWLEDGMENT

State of Florida

County of

PALM BEACH

On this the 6 day of APRIL, 2022 before me, the undersigned Notary Public of the State of Florida, personally appeared

Dana Hoffman

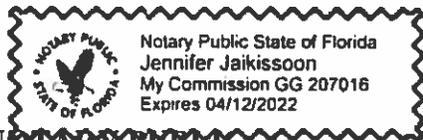
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

- Personally known to me, or
- Produced identification
(type of identification produced)
- DID take an oath
- DID NOT take an oath

BID FORM

Product/material/service # " 2022-02 "

Date: 4/16/22

Submitted To:
Coral Springs Improvement District
10300 N.W. 11th Manor
Coral Springs, FL 33071

Gentlemen:

Having received the proposed Bidding Documents and [Addenda] numbered [1], we have examined them and reviewed the requirements, scope, materials and methods; have visited the site and familiarized ourselves with all conditions that might affect our operations, and have determined the involved sizes and quantities. We agree to provide all equipment, tools, materials, labor and locally required protective measures necessary to perform such means or activities as are specified in the work or as may be incidental to these operations for the Work to be done as outlined herein, to the Coral Springs Improvement District, Coral Springs, FL in strict accordance with the concerned Bidding Documents and Product/material/service Manual as follows:

Total Bid Amount \$ 67,760.00
(Sum of all services specified in Exhibit A for a 12 month period)

Billed Monthly

Total Bid Amount in Words: Sixty seven thousand seven hundred and sixty dollars ⁰⁰/₁₀₀

Respectfully submitted,

Dan Berry
Signature

Dan Berry
Printed Name

VP GM Title

Additional crew cost _____ per hour for standard cut, weedwack, and blow.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED BrightView Landscape Services, Inc 980 Jolly Road Suite 300 Blue Bell PA 19422 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570084218989** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazard GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			XSLG72473826 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC5085968-17	10/01/2021	10/01/2022	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLCR67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER BrightView Landscape Services, Inc 980 Jolly Road Suite 300 Blue Bell PA 19422 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier :

Certificate No : 570084218989

CERTIFICATE(S) OF INSURANCE

ATTACH
CERTIFICATE (S) OF INSURANCE
TO THIS PAGE
UPON THE SUCCESSFULLY BIDDERS EXECUTION OF
THIS DOCUMENT AS AN AGREEMENT BETWEEN OWNER & CONTRACTOR

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is required that the following information be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

NOTE: IF PERFORMED WORK FOR DISTRICT IN LAST THREE YEARS MAY EXCLUDE REFERENCES

BIDDER (Company Name) BrightView Landscape Services INC
 ADDRESS: 6200 Park of Commerce Blvd Boca Raton FL 33487
 TELEPHONE NO.: (561) 495-6330
 NUMBER OF YEARS IN BUSINESS: 140 - combined experience
 ADDRESS OF NEAREST FACILITY: 440 Sawgrass Parkway Sunrise FL 33325

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND/OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

COMPANY NAME: Florida Atlantic University
 ADDRESS: 777 Glades Rd Boca Raton FL 33431
 CONTACT PERSON: Marc Kozlin
 TELEPHONE NO. 561 - 297 - 3021

COMPANY NAME: City of Stuart
 ADDRESS: 121 SW Flagler Ave Stuart FL 34994
 CONTACT PERSON: Milton Leggett
 TELEPHONE NO. 772 - 288 - 5341

COMPANY NAME: Town of Jupiter Island
 ADDRESS: 2 Bridge Rd Hobe Sound FL 33455
 CONTACT PERSON: Stuart Trent
 TELEPHONE NO. 772 - 545 - 0171

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted To: Coral Springs Improvement District
10300 N.W. 11th Manor
Coral Springs, Florida 33071

Submitted By: Brightview Landscape Services INC
Name: Dana Hoffmann
Address: 6300 Park of Commerce Blvd Boca Raton FL 33487

Telephone No. (954) 205-7651
Fax No. _____

- 1. State the true, exact, correct and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

Correct name of Bidder: Brightview Landscape Services INC
Address of principal place of business 401 Plymouth Rd, Plymouth Meeting, Pennsylvania 19462

- 2. If the Bidder is a corporation, answer the following:

a. Date of Incorporation: NOV 7 2013
b. State of Incorporation: Delaware
c. President's name: Andrew Masterman
d. Vice President's name: John Feenan
e. Secretary's name: _____
f. Treasurer's name: _____
g. Name and address of Agent _____

a. Date of Organization: June 2014 _____

3. If Bidder is an individual or a partnership, answer the following:

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____.

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

--

Under what other former names has your organization operated?

a. Date of Organization:

--

7. Indicate registration, license numbers or certificate numbers for the businesses or professions



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEI/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/21/2021
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 06/22/2016

Address Changed: 06/22/2016

Officer/Director Detail

Name & Address

Title Director

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CEO

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title President

Herold, Jeff
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Secretary

Kuehn, Tomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Senior Vice President

Gonzalez, Charles
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Secretary

Gottsegen, Jonathan
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Treasurer

Tyler, Robert
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Wilkinson, Timothy

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Secretary

DeSantis, Susan
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Knaus, Katriona
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Director

Masterman, Andrew
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Annual Reports

Report Year	Filed Date
2020	05/22/2020
2021	04/06/2021
2022	03/31/2022

Document Images

03/31/2022 -- ANNUAL REPORT	View image in PDF format
06/21/2021 -- Amendment	View image in PDF format
04/06/2021 -- ANNUAL REPORT	View image in PDF format
05/22/2020 -- ANNUAL REPORT	View image in PDF format
08/09/2019 -- Amendment	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
04/04/2018 -- ANNUAL REPORT	View image in PDF format
02/24/2017 -- Amendment	View image in PDF format
02/14/2017 -- ANNUAL REPORT	View image in PDF format
06/22/2016 -- Reg. Agent Change	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
02/16/2016 -- Amendment and Name Change	View image in PDF format
09/29/2015 -- Amendment	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format

03/30/2012 -- ANNUAL REPORT	View image in PDF format
04/25/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
05/01/2009 -- ANNUAL REPORT	View image in PDF format
04/27/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
03/14/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
01/29/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
08/07/2002 -- Name Change	View image in PDF format
02/26/2002 -- ANNUAL REPORT	View image in PDF format
03/06/2001 -- ANNUAL REPORT	View image in PDF format
04/03/2000 -- ANNUAL REPORT	View image in PDF format
03/06/1999 -- ANNUAL REPORT	View image in PDF format
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The International Society of Arboriculture

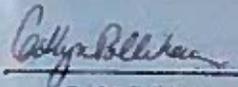
Hereby Announces That

Corine Marie Ferré

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

18 July 1997

31 December 2024

FL-0260A

Issue Date

Expiration Date

Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
PERSONNEL CERTIFICATION
BODY
#0847
ISA Certified Arborist



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18589

FERRE, CORINE MARIE
1966 SE 23RD TER
HOMESTEAD, FL 33035

Categories
3, 6

Issued: December 6, 2019

Expires: December 31, 2023



Signature of Licensee



NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?
 (Y) (N)

9. Do you have a complete set of documents, including addendas?
 (Y) (N)

10. Did you attend the Pre-Bid Conference if any such conference was held?
 (Y) (N)

11. Have you ever failed to complete any work awarded to you?
 (Y) (N)

If so, state when, where and why?

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract?
 (Y) (N)

If so, state when, where and why?

13. State the names and telephone numbers of three (3) owners, individuals, or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Marc Kozlin - Director of Physical Plant @ Sav - 561 - 297 - 3021

Milton Leggett - Public Works Director - City of Stuart - 772 - 288 - 5341

Stuart Trent - Director of Engineering + Public Works - Town of Jupiter Island - 772 545 0171

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION

CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY DISTRICT IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE DISTRICT TO REJECT THE BID, AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

[Handwritten Signature]

Signature

State of Florida

County of PAUM BEACH

On this the 6 day of April, 2022, before me, the undersigned Notary Public of the State of Florida, personally appeared

Dana Hoffman

Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to within instrument, and he/she/they Acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

[Handwritten Signature]

WITNESS my hand and official seal.

The undersigned further agrees to the following stipulations of the bid requirements.

1. LIABILITY

- A. District personnel shall be contacted a minimum of 24 hours prior to any work with the time and location the work is to be performed. In addition, District personnel will/may observe but will not participate in any operations.
- B. The district is not responsible for any damages or third-party liability caused by the Contractor's operations.
- C. It shall be the responsibility of the Contractor to comply with all Federal, State, and Local Water Management District Environmental Rules and/or Regulations. This includes but not limited to the use of turbidity curtains or screens.
- D. Prior to commencing the Product/material/service, the Contractor must provide written proof of Florida State Workman's Compensation Insurance with USL&H coverage's and a minimum \$1,000,000.00 Comprehensive Liability Insurance, in the form of a Certificate of Insurance sent to the District by the Agent or Underwriter.
- D. The District shall be listed and named co- insured on the Contractor's liability policy.

2. COMPLETION OF WORK

- A. The District reserves the right to inspect all delivered products and verify that they meet the specifications in exhibit A.

Signed By:

Don Perry

Title:

JPGMO

Dated:

4/7/2022

BOARD/CONTRACTOR SIGNED SHEET

Coral Springs Improvement District Bid # 2022-02 approved on 4/18/2022

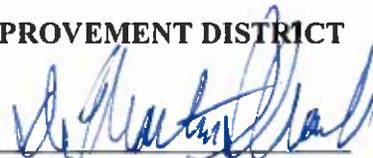
CORAL SPRINGS IMPROVEMENT DISTRICT



Signature of Witness

Kenneth G. Cassel

Printed Name of Witness



Signature of President

Dr. Martin Shank

Printed Name of President

4/18/2022

Date

CONTRACTOR

BrightView Landscape Services, Inc.

Company



Signature

Dan Perry VP/PM

Name and Title (Printed)

Exhibit A - Scope Of Work
Contract # 2022-02

**CORAL SPRINGS
IMPROVEMENT DISTRICT**

**LANDSCAPE MAINTENANCE OF
Water and Wastewater Facility**

**10300 NW 11th MANOR
CORAL SPRINGS, FLORIDA**

ADMINISTRATION AND UTILITY SITE

BID SPECIFICATIONS

SECTION 1
DETAILED SPECIFICATIONS

1.01 SCOPE OF WORK - The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of landscape area as detailed below:

Each Bidder shall submit one bid.

1.02 MAINTENANCE SPECIFICATIONS

1. Turf Maintenance

Paspalum notatum variety "Argentine" Bahia grass and Stenotaphrum secundatum, variety "Floritam" St Augustine grass.

a. Mowing height shall be maintained at three (3) inches, except during periods when turf is being renovated or for other approved reasons. This will assist root-shoot relationship and help retain weed growth.

b. The Contractor shall use rotary mowers with sharp blades which are correctly balanced. Dull blades shall be changed at midday per cut.

- b. Floritam grass mowing will be required approximately 36 times each year. At times, the frequency or mowing shall be modified when fertilization causes "flashes" requiring more frequent mowing or when the production of seed heads mars the appearance of the turf. The Contractor shall, weather permitting, mow the grass when the grass height reaches 1.3 times the desired cut height. The entire facility including beyond the tree line near the waters edge on the western and southern perimeters is included.
- c. An hourly rate for a 5 person crew for general mowing, edging, weed whacking, and blowing should be included separately and will be utilized as needed.

d. Grass clipping shall be either bagged and removed or mulched into the turf. Streets, curbs, sidewalks, bike paths, plant beds and borders shall be maintained free of grass clippings.

- d. Weather permitting, mowing operations shall be completed within one (1) Working day.

2. Edging

- a. Mechanical edging of all turf grass areas next to curbs, streets, sidewalk, bike paths, beds and borders shall be done at least every cut to prevent grass encroachment over hard surfaces or onto beds or borders.
- b. Chemical edging shall not be permitted unless written approval is secured from the Resident Project Representative for the District.
- c. Dirt, trash and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the Working day.

3. Turf Fertilization

The following fertilization schedule shall be followed:

- a. Bahia - Not less than three applications per year. In January, May, and October, apply 12-1/2 lbs. per 1,000 square feet of 16-4-8 50% organic plus minor elements. Fertilizer to be complete and shall include micro-elements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the Resident Project Representative for approval prior to application. No changes or substitutions will be permitted unless the approval of the Resident Project Representative is secured. In July apply 8 lbs. per 1,000 square feet of Milorganite, or Groganite. In March and September, apply 8 lbs. per 1,00 square feet of ammonium sulfate.
- b. St. Augustine Floratam - Not less than two applications per year. In February and October, apply 6 lbs. per 1000 square feet of 16-4-8- 50% organic with micro-elements. The composition of this formulation shall be as listed above under Bahia. In June and August, as needed, apply an organic nitrogen such as Milorganite, organo or Groganite at the rate direction listed on the bag. In March, May, November, and December, apply 3 lbs. per 1,000 square feet of ammonium nitrate or 5 lbs. per 1,000 square feet of ammonium sulfate.
- c. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and notify the District Resident Project Representative when these additional applications are needed and being executed.
- d. Fertilizers containing iron shall be removed from curbs, roads, or walks to avoid staining before the sprinklers are activated after applications are needed and being executed.
- e. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- f. Soil test samples shall be taken by the Contractor to determine whether changes in pH or fertilizer formulations are indicated.

The test results shall be given to the district for review by the Resident Project Representative and the Broward County Horticultural Agent. If it is determined, by the Resident Project Representative after this review, that the pH or fertilizer formulations should be changed, the district will so advise the Contractor in writing and the Contractor shall implement such change, at the contractor's expense within two (2) weeks of receipt of said notice.

- g. The method of application of fertilizer shall be the responsibility of the Contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the Contractor at his expense.

h. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the Resident Project Representative of the time and date that the Contractor will apply fertilizers. Failure on the part of the Contractor to notify the Resident Project Representative shall result in the Contractor forfeiting any and all right to payment for the applications made without notification.

i. Prior to application of fertilizer, Contractor shall arrange for inspection of and approval of fertilizer material by District Resident Project Representative.

4. Weed Control

a. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins. For Bahia, only Balon, Ronstar G., Betasan and Dacthal are approved by the district. For St. Augustine, only Kerb, Aslon, Betasan, Dathal and Atrazine may be used. Application times shall be appropriate to seed germination which depends upon whether the grasses are summer annuals or winter annuals.

b. Annual grasses, annual broad leaf weeds, perennial broad leaf weeds and sedges may be treated in Bahia turf with postemergent herbicides such as the following approved by the district: 2, 4-D, Basagran, dicamba, Sencor, Asuloxz and

c. Atrazine. Atrazine and dicamba are the two most preferred by the district except for sedge where the preference is Basagran.

d. The chemicals listed above are safe to use on the type of turf specified only when used in the correct way on mature, healthy turf at the correct dose as specified by the manufacturer.

e. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.

The only approved herbicide to be used to control selected species of sedge (*Cyherus esculentus* and *C. compressus*) shall be Basagran. Do not cut the grass for at least three days before and after applying Basagran. Water the day before each application and repeat the sprays until control is achieved. *Cyherus rotundus* is tolerant to Basagran and shall be mechanically removed.

f. Mowing intervals set forth above in "Turf" Section 1 may be relaxed during herbicidal treatment periods, with the written approval of the Resident Project Representative.

g. If District turf is contiguous to grasses of another variety, care shall be taken by the Contractor to avoid injury to such turf. If the contiguous turf is Bermuda, do not spray it with Atrazine or 2, 4-D. If the area contiguous to Floratam is Bahia, do not spray it with Atrazine.

h. Weed control elsewhere than in turf. The contractor shall keep all planted areas free of weeds at all times. This includes the bases of trees and shrubs beds and borders. In general. Weeds shall be removed by hand from these areas. Chemicals which may cause plant injury, decline or death shall not be used. Granular balan and ronstar g, under some circumstances, may be used for preemergent control after weeds have been removed by hand.

i. Mechanical treatment may be necessary when directed by Owner or Resident Project Representative.

5. Insect and Pest Control

a. Turf. An insect and pest control program designed to prevent damage to Bahia and St. Augustine turf will be provided by the Contractor on an "as needed" basis or whenever requested by the Resident Project Representative for the District. Particular attention to damage by mole crickets, sod web worms and army worms will require that control programs be initiated promptly. Approved chemicals for the three pests mentioned include: Mole crickets - Baygon 70WP, Diazinon ZE, Oflanol 5%G or bursts or Baygon, dursban, Malathion or Sevin. Sod web worms and army worms - Orthene 75% WD, Larsban, Dursban, Turcam, Diazinon AG500, Sevin 80% WP, Trichlorform 30% WP. Other restricted chemicals can be used only by a certified pest control operator. Infestations by other insects and pests shall be controlled by chemicals approved by the Resident Project Representative prior to their use. Amdro shall be used on fire ants; Diazinon AG500, Dursban 2E, 8E and Sevin 80% WP shall be used when needed on other species of ants. Diazinon AG500 and Dursban 2E are approved for use on chiggers, fleas, ticks, and other insects. Diazinon AG500 may be used also on white grubs, billbugs, spittlebugs, millipeds, earwigs, sowbugs. The earwig should not be sprayed if possible as it is a useful predator of lawn caterpillars. There are many chemical controls available. The Resident Project Representative can advise the Contractor on approved formulations and the safe rates of their applications, if requested.

b. Trees and shrubs. When insects such as white flies, scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected on landscape plants, the Contractor shall apply the appropriate control measures. These may be general purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. One preventative white fly treatment should be provided per year on the ficus shrubs from the front gate spanning around the northern perimeter of the property to the end on the eastern perimeter near the administration building.

Whenever possible Contractor shall use a mechanical control method, biological controls, or other non-chemical methods. The number of sprays per year needed cannot be predicted. The Contractor must provide for an allowance in his bid, however, to plan for insect control. Some plants will require no spray; others will require repeated sprays to control pests such as, but not limited to scale or caterpillars. The Contractor shall plan for a minimum of two sprays for all plants as an average.

6. Disease Control

a. Since diseases are easier to prevent than control, Contractors shall apply at least 3 sprays per year to all plants known to be susceptible to the most common disease such as but not limited to: Brown Patch and Dollar Spot, Grey Leaf Spot, Ruse, and Helmenthosporium of St. Augustine. Fungicide approved by the district shall be used by the Contractor include: Daconil, Fore, Terson 1991, Thiram, Terraclor, Dyrene and Terson LSR, and Contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. Resident Project Representative to be informed on all such activities or problems.

b. Tree and shrub fungicides shall be applied to assist in the prevention of diseases on susceptible species. In some cases, sprays or injections will be applied to combat other living agents such as bacteria, viruses, microlasmas, algae, nematodes or virions. The best method of control shall be used by the Contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.

c. Diseases which commonly attack plants include Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The Contractor shall apply preventative sprays such as benomyl (benlate), copper sulphate or Daconil as protectant sprays on an as needed basis.

d. If diseases are diagnosed which have no known method of control, the Resident Project Representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off the site. In some cases, the Contractor shall remove infected soil and replace with new soil before replacing the diseased plant.

e. other chemicals to control or prevent disease may be used on selected plants subject to the Resident Project Representative's approval.

f. The Contractor shall assume full responsibility for spray damage to plants, property, or persons. The applicator shall be properly trained and licensed for commercial spraying. A photocopy of his license shall be provided to District Resident Project Representative prior to any applications. Diseases of Sabals include leaf scab, phytophthora bud rot, black mildew, and manganese. The Contractor shall take prompt action to control these conditions either by spraying with the appropriate chemicals such as Copper sulfate, zineb, Tru Ban and Benlate or in the case of manganese deficiency either by applying Manganese to the soil or applying it as a one percent foliar spray.

7. Shrubs. Trees. Palms and Annuals Fertilization

a. The Contractor shall fertilize all trees, palms, shrubs, ground covers, and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.

b. The number of fertilizer applications per year for shrubs, trees and palms will normally be three (3), but (annuals) may require more applications, as noted below.

c. A complete acid fertilizer such as an 8-4-8 organic with micronutrients shall be applied in February, March and September/October and at such other times as required by the district.

d. Landscape Plantings shall be fertilized as follows:

Annuals and Bedding Plants - Apply 1 pound per 25 sq. ft. before planting and follow at two-week intervals with the application of 2020-20 liquid fertilizer, at the rates directed by the manufacturer.

Small Shrubs and Ground Covers - Apply 1/2 pound per plant.

Medium shrubs - Apply 3/4 -1 pound per plant.

Large Shrubs - Apply 1-3/4 - 2 pounds per plant.

Distribution: The fertilizer shall be well scattered in an area from halfway between the stem and the drip line of the circumference and an equal distance beyond the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator

The Contractor shall apply fertilizers to plants which are turgid and shall water-in the fertilizer promptly and thoroughly after application.

Fertilizer which lands on leaves shall be shaken off or hosed off leaves.

Trees - measure the tree four feet above the ground and apply one to two pounds of fertilizer per inch of diameter per year for trees six inches or less and two to four pounds per inch of diameter for trees over six inches. Do not apply fertilizer within two feet of the trunk of a small tree or within four feet of the trunk of a large tree.

Palms - apply a 10-5-10 analysis fertilizer with an organic nitrogen content and trace elements (Mn, Ma) at the rate of one pound per foot of clear trunk (5 to 10 pounds, maximum).

Distribution: The hole or punch-bar method is required for applying fertilizer to trees and palms. The holes should be as close to a foot deep as possible, one to two inches in diameter and two feet apart, extending about two feet past the drip line of the tree or palm. Fill holes with fertilizer after having established amount as hereinbefore specified.

e. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the Resident Project Representative of the time and date that the Contractor will apply fertilizers. Failure on the part of the Contractor to notify the Resident Project Representative shall result in the Contractor forfeiting all right to payment for the applications made without notification.

f. Prior to application of fertilizer, Contractor shall arrange for inspection of and approval of fertilizer material by District Resident Project Representative.

8. Pruning

a. All pruning not performed at ground level or with the use of a ladder must be performed using a bucket truck. The use of tree-climbing spikes shall not be permitted at any time.

b. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The Resident Project Representative shall be made aware of all pruning activities.

c. Pruning shall also include removal of trees, palms, shrubs, or ground covers which are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue, or the plant totally removed.

d. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.

e. Major pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species on the following schedule:

f. Tree pruning must be either in May or October, as determined by District Resident Project Representative, to be completed within 2 weeks from commencement, in accordance with pruning standards for shade trees as prescribed in Exhibit A, Pages 1-7 as Class I & II Fine and Standard Pruning.

g. Starting the week after the traditional Easter Holiday, trim all ornamental grasses (Fountain Grass, Fakahatchee) to the ground.

h. Follow the completion of the ornamental grass pruning with pruning on Thryallis, Blue Sage, Wax Myrtle, and Silver Buttonwood and other non-flowering shrub species.

i. As soon as the major flowering of the Oleander species has been completed in late Spring, any necessary required pruning should occur.

j. In June, all asparagus springeri beds should be pruned by trimming to the ground, followed with an application of 8-4-8 acid fertilization at the rate of 1 pound per 25 sq. ft. of bed area. A light top dressing of mulch should then be applied over the entire bedding area.

k. An additional pruning may be required in July/August of the Blue Sage. This will be determined by its growth rate.

l. Palms and related plants shall be pruned in August and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescences shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescences) and avoid nicking the petioles of adjacent healthy fronds. Unightly dead fronds that occur at other times of the year shall be removed immediately.

m. when major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract.

n. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an as needed basis.

o. Only large pruning cuts more than one (1) inch be treated with the wound paint or spray.

p. The Contractor shall prune vertical growth at a 45-degree angle. Branches shall be removed flush with the trunk.

q. The Contractor is required to remove all pruned materials and debris from the site each day.

r. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.

s. Hedge trimming shall be performed at a minimum of monthly from May through October, bi-monthly from November through April, or more frequently as directed by District Resident Project Representative.

9. Water, Irrigation Sprinklers and Facility Equipment

a. The District shall provide supervision of the system and shall make all adjustments.

b. The Contractor agrees to pay for or replace at his expense any part of the irrigation system and Facility equipment damaged by contractor or sub-contractors and their employees.

c. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the "moist" zone on the meter.

d. The Contractor shall inform the district immediately of any serious problems in the irrigation system.

10. Mulching

a. Mulch shall be replenished in the fall and spring, or at the request of the Owner or Owner's Representative as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be kept six inches away from the base of all tree and palm trunks and three inches away from the base of all shrub stems. The depth of mulch shall be maintained at a two-inch depth. If mulch build up occurs greater than the two-inch depth, the existing mulch shall be removed and the area re-mulched to the proper two inch depth. Mulch shall be Eucalyptus mulch, or shredded cypress, Grade B.

b. Seasonal Plantings:

All ground covers and all flowering annuals shall be maintained by the Contractor in an attractive, healthy, disease and pest free condition. Annuals shall be inspected frequently to insure adequate:

1. Moisture requirements. Water to field capacity then let dry before next watering.
2. Protection from insects and disease. Spray for worms and fungus as required.
3. Protection from weed crowding. Pull all conspicuous weeds.
4. Nutrients; apply foliar spray if quick fix is needed, otherwise fertilize through plant cycle.
5. Replacement; Annuals shall be replaced three times during the year in the months of October, February and June, or as directed by District Resident Project Representative. All such replacement plants are to be approved by the Project Representative before planting.

After plants are planted, maintain a light (1") topping of shredded cypress, Grade B, mulch or Eucalyptus mulch

Just prior to the next seasonal planting, the mulch should be incorporated into the soil. Additional mulch should then be added (top dressed) immediately following the next planting.

11. Trash Removal. Contractor shall maintain road rights of way and landscaped areas in a trash free condition at all times and shall respond to specific requests from District Resident Project Representative within four (4) hours.
12. Storm Damage Debris Removal. Contractor shall respond to District Resident Project Representative within twenty-four (24) hours to remove storm damage debris.

CORAL SPRINGS IMPROVEMENT DISTRICT
PROJECT NO. 2022-02
Facility Maintenance “Landscaping”

Addendum 1

As discussed today (03/31/2022) in the prebid meeting for this project we are amending the following sections of the request for bids:

Turf Fertilization Page 29 of 35

We are amending section a. to read:

a. Bahia - Not less than **two** applications per year. In **January, and October**, apply 12-1/2 lbs. per 1,000 square feet of 16-4-8 50% organic plus minor elements. Fertilizer to be complete and shall include micro-elements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the Resident Project Representative for approval prior to application. No changes or substitutions will be permitted unless the approval of the Resident Project Representative is secured. In **January** apply 8 lbs. per 1,000 square feet of Milorganite, or Groganite. In **October**, apply 8 lbs. per 1,00 square feet of ammonium sulfate.

This replaces:

a. Bahia - Not less than **three** applications per year. In **January, May, and October**, apply 12-1/2 lbs. per 1,000 square feet of 16-4-8 50% organic plus minor elements. Fertilizer to be complete and shall include micro-elements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the Resident Project Representative for approval prior to application. No changes or substitutions will be permitted unless the approval of the Resident Project Representative is secured. In **July** apply 8 lbs. per 1,000 square feet of Milorganite, or Groganite. In **March and September**, apply 8 lbs. per 1,00 square feet of ammonium sulfate.

Pruning Page 34 of 35

We are amending section I. to read:

I. Palms and related plants shall be pruned in **May** and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescences shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescences) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.

This replaces:

I. Palms and related plants shall be pruned in **August** and early September. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescences shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescences) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.

Water, Irrigation Sprinklers, and Facility Equipment Page 34 of 35

We are amending section c. to read:

Delete altogether.

This replaces:

c. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the “moist” zone on the meter.

Mulching Page 35 of 35

We are amending the mulching section as follows:

Delete altogether.

This replaces:

10. Mulching

a. Mulch shall be replenished in the fall and spring, or at the request of the Owner or Owner's Representative as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be kept six inches away from the base of all tree and palm trunks and three inches away from the base of all shrub stems. The depth of mulch shall be maintained at a two-inch depth. If mulch build up occurs greater than the two-inch depth, the existing mulch shall be removed and the area re-mulched to the proper two inch depth. Mulch shall be Eucalyptus mulch, or shredded cypress, Grade B.

b. Seasonal Plantings:

All ground covers and all flowering annuals shall be maintained by the Contractor in an attractive, healthy, disease and pest free condition. Annuals shall be inspected frequently to insure adequate:

1. Moisture requirements. Water to field capacity then let dry before next watering.
2. Protection from insects and disease. Spray for worms and fungus as required.
3. Protection from weed crowding. Pull all conspicuous weeds.
4. Nutrients; apply foliar spray if quick fix is needed, otherwise fertilize through plant cycle.
5. Replacement; Annuals shall be replaced three times during the year in the months of October, February and June, or as directed by District Resident Project Representative. All such replacement plants are to be approved by the Project Representative before planting.

After plants are planted, maintain a light (1") topping of shredded cypress, Grade B, mulch or Eucalyptus mulch

Just prior to the next seasonal planting, the mulch should be incorporated into the soil. Additional mulch should then be added (top dressed) immediately following the next planting.

Replacement and maintenance of annuals Page 35 of 35

We are amending the Annuals section as follows:

Delete altogether.

This replaces:

5. Replacement; Annuals shall be replaced three times during the year in the months of October, February and June, or as directed by District Resident Project Representative. All such replacement plants are to be approved by the Project Representative before planting.

After plants are planted, maintain a light (1") topping of shredded cypress, Grade B, mulch or Eucalyptus mulch

Just prior to the next seasonal planting, the mulch should be incorporated into the soil. Additional mulch should then

be added (top dressed) immediately following the next planting.

Storm Damage Debris Removal Page 35 of 35

We are amending the storm damage debris removal section as follows:

Delete altogether.

This replaces:

12. Storm Damage Debris Removal. Contractor shall respond to District Resident Project Representative within twenty-four (24) hours to remove storm damage debris.

Sixth Order of Business



Date: 2/27/25
 Prepared by: Stacy McConnell
 Quote for: Danielle Cancel, Coral Springs Improvement District
 Site Contact: Jimmy Harness
 Site Address: 10300 NW 11th Manor, Coral Springs, FL 33071

Scope of Service:

Cleaning approximately 7,500sf comprised of 6,000sf admin building and approximately 1/3 of the warehouse building office areas estimated to be 1,500sf. Cleaning will take place during business hours by day porter allocated for 4 hours each visit.

Pricing Options	Average # Monthly Hours	Hourly Rate	Monthly Price
1. Service 2 days per week	34.67	\$23.68	\$820.98
2. Service 3 days per week	52	\$23.68	\$1,231.36
3. Optional window cleaning quarterly	N/A	N/A	\$400.00

Pricing Considerations:

- Contract will be a piggyback agreement on Florida State Term Contract # **76111500-21-STC**
- Price includes labor and cleaning chemicals, supplies and equipment necessary for performing the scope of work.
- Price subject to applicable sales tax. Tax will be waived upon proof of tax exempt status.

Signature below for acceptance:

Signature

Date

Print Name

Title

Email Address

Phone Number

Encompass Onsite, LLC. agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in contract no. 76111500-21-STC for Custodial Services with Florida Department of Management Services. Encompass Onsite, LLC. agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Encompass Onsite, LLC. 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
11555 Heron Bay Blvd, Suite 201 Coral Springs, FL 33076
(O) 954.282.0081
Email: PublicRecords@inframark.com**

Encompass Onsite, LLC. Representative

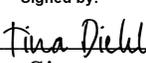
CSID Representative

Title: Chief Operating Officer

Title: _____

Name: (Print) Tina Diehl

Name: (Print) _____

Signed by:  2/26/2025 | 11:45 AM PST
Signature Date

Signature Date

Attachment D
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

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

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

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

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

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

Tabulation Sheet		
Solicitation Title: Custodial Services	Agency Personnel:	
Solicitation Number: 21-76111500-ITN	Opened by:	Terri Chason, Purchasing Analyst Supervisor
Solicitation Responses Due: June 1, 2021	Tabulated by:	Terri Chason, Purchasing Analyst Supervisor
Posting Notice of Intended Award: November 30, 2021	Verified by:	Jesse Marks, Bureau Chief
From: December 14, 2021		
To: December 17, 2021		

Pursuant to 287.057(25) of the Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

Final award is contingent on completion of a signed and submitted contract, compliance with contract terms, conditions, and reporting requirements, and transaction fee reporting and payment. Alternate terms submitted are not accepted. In accordance with the Basis for Award Section in the ITN, up to three Contracts for Custodial Services may be awarded per Region to Respondents who offer the best value to the State.

The following Tabulation Sheet identifies the intended awarded vendor(s) in yellow.

Respondent(s)	
Ally Facility Solutions, Inc dba City Wide Facility Solutions	Responsive
Batallan Enterprises Inc dba Property Works	Non-responsive
CAC Operations, LLC	Responsive
CJ Maintenance of West Central Florida LLC	Responsive
Encompass Onsite LLC	Responsive
ENSYNC Diversified Management Services Inc	Responsive
General Building Maintenance of Florida LLC	Responsive
Padegenis Cleaning Inc	Non-responsive
Russell Cleaning Services LLC	Responsive

Custodial Services
State Term Contract No. 7611500-21-STC
Price Sheet
REGION 8

BROWARD, COLLIER, MIAMI-DADE, MONROE, AND PALM BEACH COUNTIES

Prices are ceiling prices. When responding to a Customer’s Request for Quote, Contractors are strongly encouraged to provide a volume discount.

Effective September 30, 2021, Florida’s minimum wage will be \$10 per hour. The rate is scheduled to increase by \$1 each September 30 through 2026. Contractor shall comply with the minimum wage requirements in accordance with Article X Section 24 of the Florida Constitution and Florida Statutes during the lifetime of the Contract.

Contractor Name
Encompass Onsite, LLC

Line No.	Space Type	Flooring Type	Cost Per Square Foot Per Day ²
1	Restrooms ¹ (1-10 Restroom Fixtures)	All	\$0.05
2	Restrooms ¹ (11-20 Restroom Fixtures)	All	\$0.04
3	Restrooms ¹ (21 or more Restroom Fixtures)	All	\$0.04
4	Office Areas (Offices, Cubicles, Workrooms, Mailrooms, File Rooms, Conference Rooms, Connector Hallways)	Carpet	\$0.01
5	Office Areas (Offices, Cubicles, Workrooms, Mailrooms, File Rooms, Conference Rooms, Connector Hallways)	Hard Surface	\$0.01
6	Common Areas (Lobbies, Foyers, Corridors, Hallways, Plazas, Rotundas, Stairwells, Elevator Lobbies)	Carpet	\$0.01
7	Common Areas (Lobbies, Foyers, Corridors, Hallways, Plazas, Rotundas, Stairwells, Elevator Lobbies)	Hard Surface	\$0.01
8	Maintenance, Custodial, and Storage Rooms/Closets (Workshops, Mechanical Rooms, Custodial Closets, Electrical Rooms, Phone Rooms, Equipment Storage)	All	\$0.01
9	Exterior Facade (Public Entrances, Courtyards, Breezeways, Promenades)	All	\$0.01
10	Parking Areas (Parking Garages, Associated Stairwells, Parking Lots)	All	\$0.01
11	Loading Docks	All	\$0.01
12	Assembly Rooms (Auditoriums, Classrooms, Computer Labs, Committee Rooms, Ballrooms, Banquet Rooms, Dining Rooms)	Carpet	\$0.01
13	Assembly Rooms (Auditoriums, Classrooms, Computer Labs, Committee Rooms, Ballrooms, Banquet Rooms, Dining Rooms)	Hard Surface	\$0.01

14	Data Centers and Computer Rooms	All	\$0.01
15	Libraries	Carpet	\$0.01
16	Libraries	Hard Surface	\$0.01
17	Courtrooms	Carpet	\$0.01
18	Courtrooms	Hard Surface	\$0.01
19	Residential and Dormitory Rooms	Carpet	\$0.02
20	Residential and Dormitory Rooms	Hard Surface	\$0.02
21	Food Preparation Areas (<i>Kitchens, Kitchenettes, Cafeterias, Coffee Stations, Vending Rooms, Break Rooms, Snack Bars</i>)	All	\$0.02
22	Laundry Facilities and Rooms	All	\$0.01
23	Fitness Rooms (<i>Gyms, Exercise Rooms, Locker Rooms</i>)	Carpet	\$0.01
24	Fitness Rooms (<i>Gyms, Exercise Rooms, Locker Rooms</i>)	Hard Surface	\$0.01
25	Museums and Exhibit Areas	Carpet	\$0.01
26	Museums and Exhibit Areas	Hard Surface	\$0.01
27	Performing Arts (<i>Theatres, Music Halls, Opera Houses - Including Spectator Seating Contained Within</i>)	All	\$0.01
28	Sports Venues (<i>Gymnasiums, Courts, Arenas, Stadiums - Including Spectator Seating Contained Within</i>)	All	\$0.01
29	Retail Sales (<i>Showrooms, Gift Shops, Bookstores, All Other Retail Floor Space</i>)	Carpet	\$0.01
30	Retail Sales (<i>Showrooms, Gift Shops, Bookstores, All Other Retail Floor Space</i>)	Hard Surface	\$0.01
31	Emergency Rooms	All	\$0.02
32	Exam Rooms	All	\$0.02
33	Operating Rooms	All	\$0.07
34	Patient and Residence Rooms	All	\$0.02

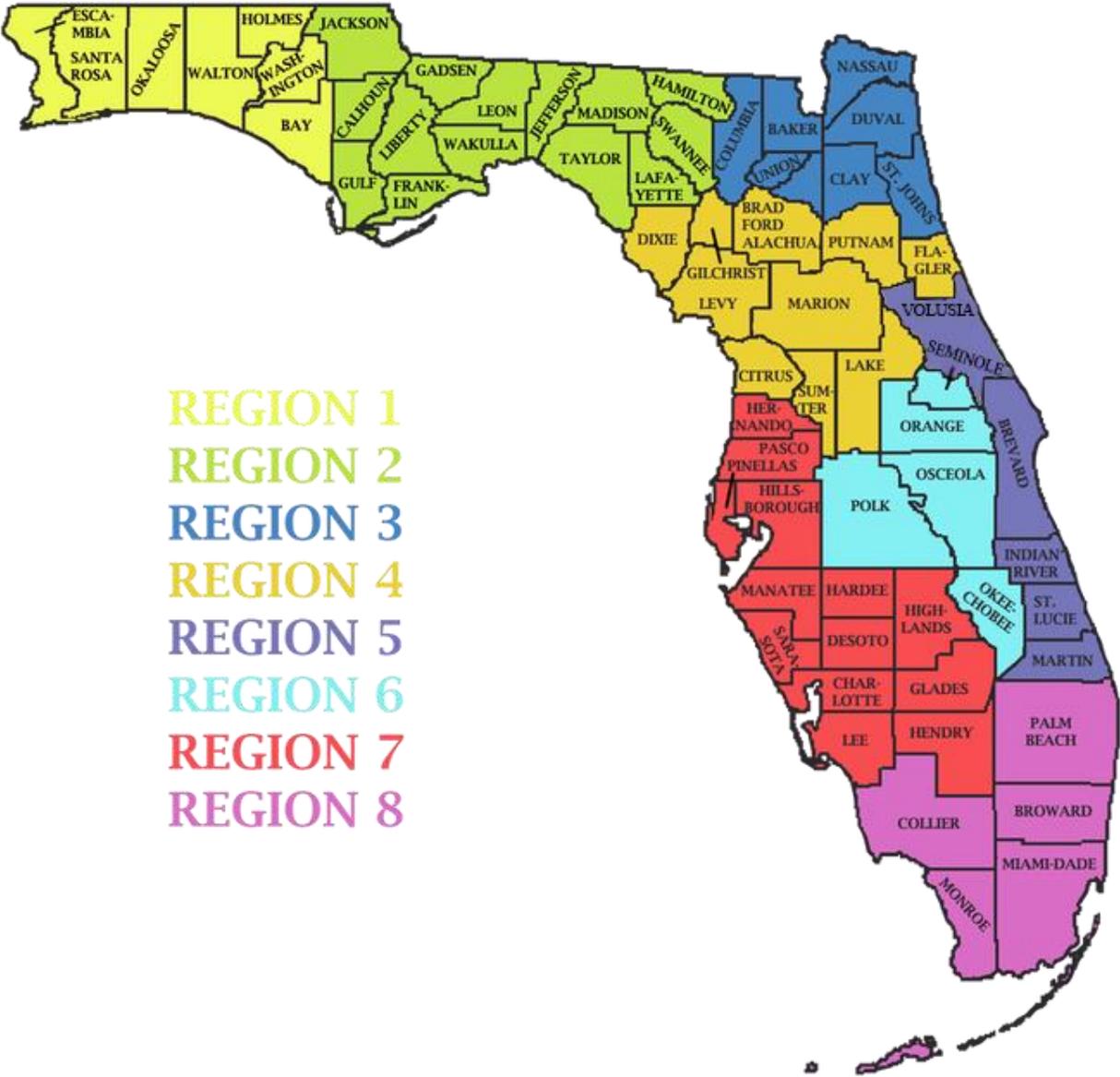
¹ Pricing applies to all Restrooms, regardless of whether or not the Restroom is attached to another Space Type listed on the price sheet.

² The cost per square foot is per day with the assumption that cleanings will occur Monday through Friday, excluding Holidays.

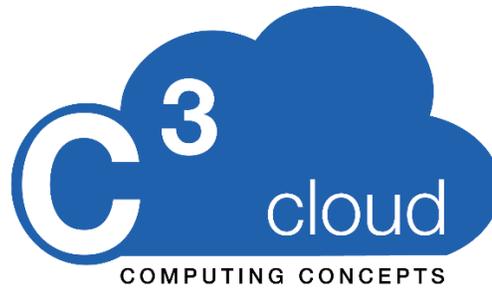
Line No.	Service Type	2/24/22 – 2/23/23 Cost Per Hour	2/24/23 – 2/23/24 Cost Per Hour	2/24/24 – 2/23/25 Cost Per Hour	2/24/25 – 2/23/26 Cost Per Hour	2/24/26 – 2/23/27 Cost Per Hour
35	Day Porter	\$17.45	\$19.53	\$21.60	\$23.68	\$25.75
36	Night Porter	\$17.45	\$19.53	\$21.60	\$23.68	\$25.75
37	Supervisor	\$23.83	\$25.86	\$27.89	\$29.92	\$31.95

Line No.	Service Type	Unit of Measure	Cost Per Unit of Measure
38	Floors and Carpet Cleaning <i>(Carpet Extraction and Spot Cleaning Included)</i>	Per Square Foot Per Day	\$0.20
39	Blinds and Windows	Per Blind/Window Per Day	\$15.25
40	Blinds and Windows	Per Square Foot Per Day	\$0.39
41	Fixtures Cleaning <i>(Excluding Restroom Fixtures)</i>	Per Fixture Per Day	\$0.31
42	Fixtures Cleaning <i>(Excluding Restroom Fixtures)</i>	Per Square Foot Per Day	\$0.08
43	Pressure Cleaning	Per Square Foot Per Day	\$0.08
44	Electrostatic Spraying	Per Square Foot Per Day	\$0.01

Exhibit E Regional Map



Seventh Order of Business



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

SCHEDULE NUMBER: 47QSMD20R0001

SCHEDULE NAME: Federal Supply Schedule (FSS), Consolidated Solicitation 47QSMD20R0001

FEDERAL SUPPLY GROUP: Information Technology Category (ITC), Category F and G

CONTRACT NUMBER: GS-35F-0537X

CONTRACT PERIOD: August 2, 2011 – August 1, 2021

**CONTRACTOR: Cloud Computing Concepts, LLC.
110 East Atlantic Avenue Suite 420
Delray Beach, FL 33444**

POINT OF CONTACT: Janet Leigh
e-mail: jleigh@c3cloud.com
Tel: 561-939-4000
Fax: 561-293-4057
Web: www.c3cloud.com

BUSINESS SIZE: Small

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>)

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1a Awarded SINs:	<table border="1"> <tr> <td data-bbox="584 163 747 210">54151S</td> <td data-bbox="747 163 1526 210">Information Technology (IT) Professional Services</td> </tr> <tr> <td data-bbox="584 210 747 273">54151ECOM</td> <td data-bbox="747 210 1526 273">Electronic Commerce and Subscription Services</td> </tr> </table> <p>See Terms and Conditions for 54151S and 54151ECOM</p>	54151S	Information Technology (IT) Professional Services	54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology (IT) Professional Services				
54151ECOM	Electronic Commerce and Subscription Services				
1b Lowest Priced Item	Enhanced Peering Service Internet Access, CIR, priced per Mbps, >1000 – MRC \$4.00				
2 Maximum Order:	SIN 54151S - \$500,000 per individual order Orders exceeding the maximum order mentioned above may be accepted by Cloud Computing Concepts in accordance with GSAR clause 52.216-19 of the contract.				
3 Minimum Order:	\$100.00				
4 Geographic Coverage (delivery area):	48 Contiguous States and District of Columbia				
5 Point of Production:	Delray Beach, FL (Palm Beach County)				
6 Discount from list prices	See attached price list. Prices shown are net of discount or statement of net price.				
7 Volume Discounts:	None				
8 Prompt Payment Terms:	2% 20 Days / Net 30 Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.				
9a Notification that Government Purchase Cards are accepted at or below the micro-purchase threshold.	Contractor will accept the Government Purchase Card for orders at or below the micro-purchase threshold for oral or written delivery orders (GSAR 552.232-79)				
9b Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.	Contractor will accept the Government Commercial Credit Card for purchases above the micro-purchase threshold.				
	<p>Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.</p> <p>Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.</p>				
10 Foreign Items:	None				

- 11 Delivery Time:**
 - a. Normal: Shall not exceed 30 after receipt of order
 - b. Expedited As negotiated between Cloud Computing Concepts and the ordering activity
 - c. Overnight & 2-day Contact Contractor for Availability
delivery
 - d. Urgent Contact Contractor for Availability
Requirements

- 12 FOB Point(s):** 48 contiguous states, and the District of Columbia
Overseas: Not Applicable

- 13a Ordering Address:** Same as Contractor address
- 13b Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

- 14 Payment Address:** Same as Contractor address
- 15 Warranty Provision:** Standard Commercial Warranty
- 16 Export packing charges, if applicable:** N/A
- 17 Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** N/A
- 18 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 19 Terms and conditions of installation (if applicable):** N/A
- 20 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 20a Terms and conditions for any other services (if applicable):** N/A
- 21 List of service and distribution points (if applicable):** N/A
- 22 List of participating dealers (if applicable):** N/A
- 23 Preventive maintenance (if applicable):** N/A
- 24a Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b Section 508 Compliance for EIT:** N/A
- 25 DUNS Number:** 039927336
- 26 Notification regarding registration in System for Award Management (SAM):** Yes (Cage: 7YWH5)

(SPECIAL ITEM NUMBER 54151S)

1 SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2 PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3 ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4 PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - 1. Cancel the stop-work order; or
 - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - 1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6 INSPECTION OF SERVICES

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL

7 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8 RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9 INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10 ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or

interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month. Agenda Page 26

12 PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 1. The offeror;
 2. Subcontractors; and/or
 3. Divisions, subsidiaries, or affiliates of the offeror under a common control.

13 RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14 INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15 APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16 DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the

Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided. Agenda Page 97

- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
- c. The following is an example of the manner in which the description of a commercial job title should be presented: System Engineer and Project Management

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

(SPECIAL ITEM NUMBER 54151ECOM)

1 SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2 ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3 INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4 DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5 INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of

participation in a sponsored program acceptable to the Ordering Activity. Any such access, on interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6 ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7 PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9 RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10 ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11 WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Activation of the user’s service

Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12 MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13 TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14 MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15 ELECTRONIC COMMERCE SERVICE PLAN

- a. Describe the electronic service plan and eligibility requirements.

- b. Describe charges, if any, for additional usage guidelines.

Cloud Computing Concepts Pricing 03/01/2016					
MFR Part#	Service Category	Product Term - Monthly Recurring or One-Time Non Recurring	Retail Price/ MSRP/MLP	GSA Pricing - with IFF (.0075 of sales)	GSA Discount (% from List)
	Technical Support-SIN 54151 (2 - Labor Categories: Systems Engineer and Project Manager)				
SE-0001	Smart Hands per hour (Systems Engineer - On-site)	Non-Recurring, One-Time	\$ 180.00	\$ 161.20	11.11%
SE-0002	Remote Hands per hour (Systems Engineer - Off-Site)	Non-Recurring, One-Time	\$ 128.00	\$ 125.94	2.34%
PM-0001	Project Manager (On-site)	Non-Recurring, One-Time	\$ 250.00	\$ 201.50	20.00%
PM-0002	Project Manager (Off-site)	Non-Recurring, One-Time	\$ 200.00	\$ 161.20	20.00%
	(25 - Non-professional services under 54151)				
	Cross Connects-SIN 54151				
CC-0001	DS1/T1/E1 Connection	Monthly Recurring	\$ 69.00	\$ 59.24	14.78%
CC-0002	DS3/Fast Ethernet (Unshielded Twisted Pair Copper) Connection	Monthly Recurring	\$ 317.00	\$ 274.04	14.20%
CC-0003	Fast Ethernet (multimode fiber)	Monthly Recurring	\$ 317.00	\$ 274.04	14.20%
CC-0004	Gigabit Ethernet (Unshielded Twisted Pair Copper)	Monthly Recurring	\$ 420.00	\$ 364.72	13.81%
CC-0005	Fiber/OCx/STMx/Gigabit Ethernet (multi-mode, single mode fiber)	Monthly Recurring	\$ 420.00	\$ 364.72	13.81%
CC-0006	Fiber/OCx/STMx/Gigabit Ethernet (protected)	Monthly Recurring	\$ 840.00	\$ 729.43	13.81%
CC-0007	DS1/T1/E1 Connection-Setup	Non-Recurring, One-Time	\$ 45.00	\$ 36.27	20.00%
CC-0008	DS3/Fast Ethernet (Unshielded Twisted Pair Copper) Connection-Setup	Non-Recurring, One-Time	\$ 225.00	\$ 181.35	20.00%
CC-0009	Fast Ethernet (multimode fiber)-Setup	Non-Recurring, One-Time	\$ 375.00	\$ 302.25	20.00%
CC-0010	Gigabit Ethernet (Unshielded Twisted Pair Copper)-Setup	Non-Recurring, One-Time	\$ 225.00	\$ 181.35	20.00%
CC-0011	Fiber/OCx/STMx/Gigabit Ethernet (multi-mode, single mode fiber)-Setup	Non-Recurring, One-Time	\$ 375.00	\$ 302.25	20.00%
CC-0012	Fiber/OCx/STMx/Gigabit Ethernet (protected)-Setup	Non-Recurring, One-Time	\$ 750.00	\$ 604.50	20.00%
	Colocation Services-SIN 54151				
CL-0001	Communications Cabinet (full 7 ft, 40U)	Monthly Recurring	\$ 850.00	\$ 722.38	15.65%

				Agenda Page 102	
CL-0002	Communications Cabinet (1/2 cabinet, 20U)	Monthly Recurring	\$ 550.00	\$ 467.48	15.64%
CL-0003	Communications Cabinet (1/3 cabinet, 13U)	Monthly Recurring	\$ 400.00	\$ 339.53	15.75%
CL-0004	Communications Cabinet (1/4 cabinet, 10U)	Monthly Recurring	\$ 350.00	\$ 297.21	15.71%
CL-0005	Communications Cabinet (1U)	Monthly Recurring	\$ 90.00	\$ 76.57	15.56%
CL-0006	Communications Cabinet (full 7 ft, 40U)-Setup	Non-Recurring, One-Time	\$ 1,536.00	\$1,516.49	2.01%
CL-0007	Communications Cabinet (1/2 cabinet, 20U)-Setup	Non-Recurring, One-Time	\$ 770.00	\$ 760.26	2.00%
CL-0008	Communications Cabinet (1/3 cabinet, 13U)-Setup	Non-Recurring, One-Time	\$ 450.00	\$ 444.31	2.00%
CL-0009	Communications Cabinet (1/4 cabinet, 10U)-Setup	Non-Recurring, One-Time	\$ 350.00	\$ 345.57	2.00%
CL-0010	Communications Cabinet (1U)-Setup	Non-Recurring, One-Time	\$ 150.00	\$ 148.10	2.00%
CL-0011	****Communications Cage <1000sqft (per sq. ft. includes cooling up to 160watts) - Monthly Recurring Cost (NOTA)	Monthly Recurring	\$ 36.50	\$ 36.00	2.10%
MDVWF-0001	Workforce Recovery space price per sq foot - Monthly Recurring Cost (MDV)	Monthly Recurring	\$ 10.00	\$ 7.50	25.60%
MDVWF-0002	Workforce Recovery space price per sq foot - Non-Recurring setup/installation Cost (MDV)	Non-Recurring, One-Time	\$ 1,200.00	\$ 896.68	25.83%
	(51 - Services under 54151ECOM)				
	Membership-SIN 54151ECOM (see note below)				
AM-0001	Coalition Membership	Annual	\$ 750.00	\$ 740.51	2.00%
	Internet Access-SIN 54151ECOM				
IA-0001	Dedicated Internet Access, CIR, priced per Mbps, 1-100 Mbps	Monthly Recurring	\$ 13.00	\$ 9.00	30.77%
IA-0002	Dedicated Internet Access, CIR, priced per Mbps, 101-200 Mbps	Monthly Recurring	\$ 13.00	\$ 8.00	38.46%
IA-0003	Dedicated Internet Access, CIR, priced per Mbps, 201-500 Mbps	Monthly Recurring	\$ 13.00	\$ 5.50	57.69%
IA-0004	Dedicated Internet Access, CIR, priced per Mbps, 501-1000 Mbps	Monthly Recurring	\$ 12.00	\$ 3.90	67.50%
IA-0005	Dedicated Internet Access, CIR, priced per Mbps, > 1000 Mbps	Monthly Recurring	\$ 6.00	\$ 1.95	67.50%
IA-0006	Dedicated Internet Access port setup, 1 Gbps fiber optic port, One-Time Non-recurring	Non-Recurring, One-Time	\$ 500.00	\$ 493.68	2.00%
IA-0010	***Enhanced Peering Service Internet Access, CIR, priced per Mbps, > 1000 Mbps - monthly recurring cost	Monthly Recurring	\$ 4.00	\$ 2.00	50.37%
MPT-0001	Transport VLAN NOTA-MDV: 10Mbps	Monthly Recurring	\$ 333.50	\$ 250.00	25.60%

MPT-0021	Transport VLAN NOTA-MDV setup, One-Time Non-recurring cost - primary and secondary transport	Non-Recurring, One-Time	\$ 900.00	Agenda Page 103 \$ 699.21	22.89%
MRT-0001	Redundant Transport VLAN NOTA-MDV: 10Mbps	Monthly Recurring	\$ 220.00	\$ 164.98	25.57%
	Metro-Ethernet Service-SIN 54151ECOM** (see note below)				
ME-0001	Metro-Ethernet Service, Basic, Point to Point, 10 Mbps	Monthly Recurring	\$ 624.00	\$ 546.57	13.06%
ME-0002	Metro-Ethernet Service, Basic, Point to Point, 100 Mbps	Monthly Recurring	\$ 1,102.00	\$ 965.19	13.07%
ME-0003	Metro-Ethernet Service, Basic, Point to Point, 1000 Mbps	Monthly Recurring	\$ 2,754.00	\$2,411.96	13.07%
ME-0004	Metro-Ethernet Service, Premium Fixed, Point to Point, 10 Mbps	Monthly Recurring	\$ 744.00	\$ 690.64	7.86%
ME-0005	Metro-Ethernet Service, Premium Fixed, Point to Point, 20 Mbps	Monthly Recurring	\$ 833.00	\$ 772.75	7.92%
ME-0006	Metro-Ethernet Service, Premium Fixed, Point to Point, 50 Mbps	Monthly Recurring	\$ 1,094.00	\$1,013.55	8.04%
ME-0007	Metro-Ethernet Service, Premium Fixed, Point to Point, 100 Mbps	Monthly Recurring	\$ 1,323.00	\$1,158.63	13.08%
ME-0008	Metro-Ethernet Service, Premium Fixed, Point to Point, 250 Mbps	Monthly Recurring	\$ 1,656.00	\$1,450.80	13.04%
ME-0009	Metro-Ethernet Service, Premium Fixed, Point to Point, 500 Mbps	Monthly Recurring	\$ 2,195.00	\$1,921.30	13.12%
ME-0010	Metro-Ethernet Service, Point to Point, Premium Burst, 10 Mbps	Monthly Recurring	\$ 881.00	\$ 771.75	13.05%
ME-0011	Metro-Ethernet Service, Point to Point, Premium Burst, 20 Mbps	Monthly Recurring	\$ 996.00	\$ 872.50	13.05%
ME-0012	Metro-Ethernet Service, Point to Point, Premium Burst, 50 Mbps	Monthly Recurring	\$ 1,208.00	\$1,057.88	13.08%
ME-0013	Metro-Ethernet Service, Point to Point, Premium Burst, 100 Mbps	Monthly Recurring	\$ 1,583.00	\$1,387.33	13.01%
ME-0014	Metro-Ethernet Service, Point to Point, Premium Burst, 250 Mbps	Monthly Recurring	\$ 1,901.00	\$1,664.39	13.10%
ME-0015	Metro-Ethernet Service, Point to Point, Premium Burst, 500 Mbps	Monthly Recurring	\$ 2,424.00	\$2,122.80	13.08%
ME-0016	Metro-Ethernet Service, Basic, Point to Point, 10 Mbps-Setup	Non-Recurring, One-Time	\$ 749.00	\$ 739.51	2.00%
ME-0017	Metro-Ethernet Service, Basic, Point to Point, 100 Mbps-Setup	Non-Recurring, One-Time	\$ 1,323.00	\$1,305.22	2.08%
ME-0018	Metro-Ethernet Service, Basic, Point to Point, 1000 Mbps-Setup	Non-Recurring, One-Time	\$ 3,305.00	\$3,263.29	2.00%
ME-0019	Metro-Ethernet Service, Premium Fixed, Point to Point, 10 Mbps-Setup	Non-Recurring, One-Time	\$ 893.00	\$ 881.56	2.02%
ME-0020	Metro-Ethernet Service, Premium Fixed, Point to Point, 20 Mbps-Setup	Non-Recurring, One-Time	\$ 1,000.00	\$ 987.35	2.00%
ME-0021	Metro-Ethernet Service, Premium Fixed, Point to Point, 50 Mbps-Setup	Non-Recurring, One-Time	\$ 1,313.00	\$1,296.15	2.02%
ME-0022	Metro-Ethernet Service, Premium Fixed, Point to Point, 100 Mbps-Setup	Non-Recurring, One-Time	\$ 1,588.00	\$1,567.67	2.02%
ME-0023	Metro-Ethernet Service, Premium Fixed, Point to Point, 250 Mbps-Setup	Non-Recurring, One-Time	\$ 1,988.00	\$1,962.61	2.01%

				Agenda Page 104	
ME-0024	Metro-Ethernet Service, Premium Fixed, Point to Point, 500 Mbps-Setup	Non-Recurring, One-Time	\$ 2,634.00	\$2,600.36	2.01%
ME-0025	Metro-Ethernet Service, Point to Point, Premium Burst, 10 Mbps-Setup	Non-Recurring, One-Time	\$ 1,058.00	\$1,044.27	2.03%
ME-0026	Metro-Ethernet Service, Point to Point, Premium Burst, 20 Mbps-Setup	Non-Recurring, One-Time	\$ 1,196.00	\$1,180.79	2.01%
ME-0027	Metro-Ethernet Service, Point to Point, Premium Burst, 50 Mbps-Setup	Non-Recurring, One-Time	\$ 1,450.00	\$1,431.66	2.00%
ME-0028	Metro-Ethernet Service, Point to Point, Premium Burst, 100 Mbps-Setup	Non-Recurring, One-Time	\$ 1,900.00	\$1,875.97	2.00%
ME-0029	Metro-Ethernet Service, Point to Point, Premium Burst, 250 Mbps-Setup	Non-Recurring, One-Time	\$ 2,282.00	\$2,252.77	2.02%
ME-0030	Metro-Ethernet Service, Point to Point, Premium Burst, 500 Mbps-Setup	Non-Recurring, One-Time	\$ 2,909.00	\$2,871.38	2.03%
Power-SIN 54151ECOM					
PW-0001	Power 120 VAC, Single Phase, 20 amp, CPS (A)	Monthly Recurring	\$ 203.00	\$ 200.24	2.09%
PW-0002	Power 120 VAC, Single Phase, 20 amp, CPS (A &B)	Monthly Recurring	\$ 406.00	\$ 400.78	2.02%
PW-0003	Power 120 VAC, Single Phase, 30 amp, CPS (A &B)	Monthly Recurring	\$ 526.00	\$ 519.27	2.02%
PW-0004	Power 208 VAC, Single Phase, 30 amp, CPS (A)	Monthly Recurring	\$ 788.00	\$ 777.99	2.01%
PW-0005	Power 208 VAC, Single Phase, 30 amp, CPS (A &B)	Monthly Recurring	\$ 1,575.00	\$1,555.08	2.00%
PW-0006	Power 120 VAC, Single Phase, 20 amp, CPS (A)	Non-Recurring, One-Time	\$ 312.00	\$ 307.99	2.02%
PW-0007	Power 120 VAC, Single Phase, 20 amp, CPS (A &B)	Non-Recurring, One-Time	\$ 624.00	\$ 616.09	2.00%
PW-0008	Power 120 VAC, Single Phase, 30 amp, CPS (A &B)	Non-Recurring, One-Time	\$ 1,248.00	\$1,232.17	2.00%
PW-0009	Power 208 VAC, Single Phase, 30 amp, CPS (A)	Non-Recurring, One-Time	\$ 624.00	\$ 616.09	2.00%
PW-0010	Power 208 VAC, Single Phase, 30 amp, CPS (A &B)	Non-Recurring, One-Time	\$ 1,248.00	\$1,232.17	2.00%

NOTES: *Discounts are not available to Non-Recurring Services or Technical Support
Voice and Data Communication Services require at least one cross connect.

**Metro-E service pricing options are Basic and Premium Fixed, as below;

1. Basic
 - 10Mbps, 100Mbps, 1000Mbps and 10000Mbps User Network Interface (UNI) port speeds
 - Best-effort delivery
 - Point to Point or Multipoint
 - Fiber Interfaces (all speeds)

2. Premium
100Mbps, 1000Mbps and 10000Mbps UNI
port speeds
10 through 100Mbps Committed Bandwidth (CBW) rates provisioned on 100Mbps UNI port
101 through 1000Mbps CBW rates provisioned on 1000Mbps UNI
Port
1001 through 10000Mbps CBW rates provisioned on 10000Mbps UNI
port
Point to point or Multipoint
VLAN stacking
3. Pricing includes all miscellaneous charges except Taxes, Service and Regulatory Fees.
4. Pricing is provided subject to the service remaining in place for the minimum service term of 36 months.
If removed prior to the minimum service term, early termination charges would apply.
Minimum service fee is per circuit, and is equal to 50% of a single month bill.
5. Standard installation charges do not include special construction charges or site building readiness charges, if applicable. A Service Inquiry must be completed to determine if these charges will apply.

*** Enhanced Peering Service requires a direct connection using BGP protocol

**** Communication Cage; NOTA - denotes Equinix MI1 facility located at 50 NE 9th Street, Miami, FL
Non recurrent costs based on number of cabinets and authorized GSA price for cabinets installation. (MFR Part# CL-0006).



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

SCHEDULE NUMBER: 47QSMD20R0001

SCHEDULE NAME: Federal Supply Schedule (FSS), Consolidated Solicitation 47QSMD20R0001

FEDERAL SUPPLY GROUP: Information Technology Category (ITC), Category F and G

CONTRACT NUMBER: GS-35F-0537X

CONTRACT PERIOD: August 2, 2011 – August 1, 2026

**CONTRACTOR: Cloud Computing Concepts, LLC.
110 East Atlantic Avenue Suite 420
Delray Beach, FL 33444**

POINT OF CONTACT: Janet Leigh
e-mail: jleigh@c3cloud.com
Tel: 561-939-4000
Fax: 561-293-4057
Web: www.c3cloud.com

BUSINESS SIZE: Small

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>)

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- 13a. Ordering Address(es)..... 4
- 13b. Ordering Procedures 4
- 14. Payment Address(es) 4
- 15. Warranty provision 4
- 16. Export packing charges..... 4
- 17. Terms and conditions of Government purchase card acceptance 4
- 18. Terms and conditions of rental, maintenance, and repair..... 4
- 19. Terms and conditions of installation 4
- 20. Terms and Conditions of repair parts..... 4
- 20a. Terms and conditions of any other services 4
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<p>1a Awarded SINs:</p>	<table border="1"> <tr> <td data-bbox="584 163 747 210">54151S</td> <td data-bbox="747 163 1531 210">Information Technology (IT) Professional Services</td> </tr> <tr> <td data-bbox="584 210 747 273">54151ECOM</td> <td data-bbox="747 210 1531 273">Electronic Commerce and Subscription Services</td> </tr> </table> <p>See Terms and Conditions for 54151S and 54151ECOM</p>	54151S	Information Technology (IT) Professional Services	54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology (IT) Professional Services				
54151ECOM	Electronic Commerce and Subscription Services				
<p>1b Lowest Priced Item</p>	<p>Enhanced Peering Service Internet Access, CIR, priced per Mbps, >1000 – MRC \$4.00</p>				
<p>2 Maximum Order:</p>	<p>SIN 54151S - \$500,000 per individual order Orders exceeding the maximum order mentioned above may be accepted by Cloud Computing Concepts in accordance with GSAR clause 52.216-19 of the contract.</p>				
<p>3 Minimum Order:</p>	<p>\$100.00</p>				
<p>4 Geographic Coverage (delivery area):</p>	<p>48 Contiguous States and District of Columbia</p>				
<p>5 Point of Production:</p>	<p>Delray Beach, FL (Palm Beach County)</p>				
<p>6 Discount from list prices</p>	<p>See attached price list. Prices shown are net of discount or statement of net price.</p>				
<p>7 Volume Discounts:</p>	<p>None</p>				
<p>8 Prompt Payment Terms:</p>	<p>2% 20 Days / Net 30 Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.</p>				
<p>9a Notification that Government Purchase Cards are accepted at or below the micro-purchase threshold.</p>	<p>Contractor will accept the Government Purchase Card for orders at or below the micro-purchase threshold for oral or written delivery orders (GSAR 552.232-79)</p>				
<p>9b Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.</p>	<p>Contractor will accept the Government Commercial Credit Card for purchases above the micro-purchase threshold.</p>				
<p>10 Foreign Items:</p>	<p>None</p> <p>Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately. Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.</p>				

- 11 Delivery Time:**
 - a. Normal: Shall not exceed 30 after receipt of order
 - b. Expedited As negotiated between Cloud Computing Concepts and the ordering activity
 - c. Overnight & 2-day Contact Contractor for Availability
delivery
 - d. Urgent Contact Contractor for Availability
Requirements

- 12 FOB Point(s):** 48 contiguous states, and the District of Columbia
Overseas: Not Applicable

- 13a Ordering Address:** Same as Contractor address
- 13b Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

- 14 Payment Address:** Same as Contractor address
- 15 Warranty Provision:** Standard Commercial Warranty
- 16 Export packing charges, if applicable:** N/A
- 17 Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** N/A
- 18 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 19 Terms and conditions of installation (if applicable):** N/A
- 20 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 20a Terms and conditions for any other services (if applicable):** N/A
- 21 List of service and distribution points (if applicable):** N/A
- 22 List of participating dealers (if applicable):** N/A
- 23 Preventive maintenance (if applicable):** N/A
- 24a Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b Section 508 Compliance for EIT:** N/A
- 25 DUNS Number:** 039927336
- 26 Notification regarding registration in System for Award Management (SAM):** Yes (Cage: 7YWH5)

(SPECIAL ITEM NUMBER 54151S)

1 SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2 PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3 ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4 PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

- Agency Page 11
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
 - d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - 1. Cancel the stop-work order; or
 - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - 1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6 INSPECTION OF SERVICES

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL

7 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8 RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9 INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10 ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or

interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12 PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 1. The offeror;
 2. Subcontractors; and/or
 3. Divisions, subsidiaries, or affiliates of the offeror under a common control.

13 RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14 INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15 APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16 DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the

Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
- c. The following is an example of the manner in which the description of a commercial job title should be presented: System Engineer and Project Management

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

(SPECIAL ITEM NUMBER 54151ECOM)

1 SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2 ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3 INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4 DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5 INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6 ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7 PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9 RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10 ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11 WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

Activation of the user's service

Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12 MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13 TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14 MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15 ELECTRONIC COMMERCE SERVICE PLAN

- a. Describe the electronic service plan and eligibility requirements.

- b. Describe charges, if any, for additional usage guidelines.

c. Describe corporate volume discounts and eligibility requirements, if any.

Cloud Computing Concepts Pricing July 2021					
MFR Part#	Service Category	Product Term - Monthly Recurring or One-Time Non Recurring	Retail Price/ MSRP/MLP	GSA Pricing - with IFF (.0075 of sales)	GSA Discount (% from List)
	Technical Support-SIN 54151S (Labor Category: Systems Engineer)				
SE-0001	Smart Hands per hour (Systems Engineer - On-site)	Non-Recurring, One- Time	\$ 180.00	\$ 161.20	11.11%
SE-0002	Remote Hands per hour (Systems Engineer - Off-Site)	Non-Recurring, One- Time	\$ 128.00	\$ 125.94	2.34%
	(5 - Non-professional services under 54151S)				
CC-0003	Fast Ethernet (multimode fiber)	Monthly Recurring	\$ 317.00	\$ 274.04	14.20%
CC-0005	Fiber/OCx/STMx/Gigabit Ethernet (multi-mode, single mode fiber)	Monthly Recurring	\$ 420.00	\$ 364.72	13.81%
CC-0009	Fast Ethernet (multimode fiber)-Setup	Non-Recurring, One- Time	\$ 375.00	\$ 302.25	20.00%
CC-0011	Fiber/OCx/STMx/Gigabit Ethernet (multi-mode, single mode fiber)-Setup	Non-Recurring, One- Time	\$ 375.00	\$ 302.25	20.00%
CL-0011	****Communications Cage <1000sqft (per sq. ft. includes cooling up to 160watts) - Monthly Recurring Cost (NOTA)	Monthly Recurring	\$ 36.50	\$ 36.00	2.10%
	(5 - Services under 54151ECOM)				
IA-0010	***Enhanced Peering Service Internet Access, CIR, priced per Mbps, > 1000 Mbps - monthly recurring cost	Monthly Recurring	\$ 4.00	\$ 2.00	50.37%
PW-0002	Power 120 VAC, Single Phase, 20 amp, CPS (A &B)	Monthly Recurring	\$ 406.00	\$ 400.78	2.02%
PW-0005	Power 208 VAC, Single Phase, 30 amp, CPS (A &B)	Monthly Recurring	\$ 1,575.00	\$1,555.08	2.00%
PW-0007	Power 120 VAC, Single Phase, 20 amp, CPS (A &B)	Non-Recurring, One- Time	\$ 624.00	\$ 616.09	2.00%

PW-0010	Power 208 VAC, Single Phase, 30 amp, CPS (A &B)	Non-Recurring, One- Time	\$ 1,248.00	\$1,232.17	2.00%
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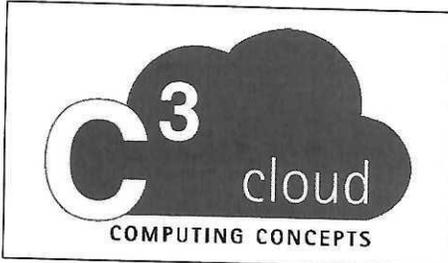
NOTES: *Discounts are not available to Non-Recurring Services or Technical Support

Voice and Data Communication Services require at least one cross connect.

*** Enhanced Peering Service requires a direct connection using BGP protocol

**** Communication Cage; NOTA – denotes Equinix MI1 facility located at 50 NE 9th Street, Miami, FL

Service Agreement



General Information			
Agreement Date	August 5, 2021	Agreement Number	C3-0002473
Initial Term Length	36 months	Agreement Type	Replacement
Customer	Coral Springs Improvement District		
DBA (if any)	n/a		
Corporate Form	Corporation		
C3 Internal Use			
Account Executive	Dino Morra	Authorized Partner	
Sales Engineer	Matt Pinto	Final Approval	Rick Mancinelli

Customer Billing Address			
Street	10300 NW 11th Manor		
City	Coral Springs		
State	FL	Zip Code	33071

Billing Summary	
Billing Period	Monthly
Billing Type	Invoice
Tax Exempt	False
Monthly Fee	5,011.55

	Authorized Signer	Billing Contact	Technical Contact
Name	David Macintosh	David Macintosh	David Berringer
Title	Manager	Manager	- not on file -
Phone	(954) 753-0380	(954) 753-0380	(954) 753-0380
Fax	- not on file -	- not on file -	- not on file -
Mobile	954-422-3568	954-422-3568	954-796-6613
Email	davidm@csidfl.org	davidm@csidfl.org	daveb@csidfl.org

Signatures	
For Customer	For Cloud Computing Concepts, LLC
 Signature David Macintosh, Manager Printed Name and Title 8/3 01/21 Date of Signature	DocuSigned by:  Signature 11F9F6E67D804B3... Rick Mancinelli CEO Printed Name and Title 8/20/2021 2:57 PM EDT Date of Signature

Instructions

Please review this Agreement for accuracy, sign above and ensure all pages have been initialed. Documents cannot be accepted and services cannot be provisioned without authorized signatures and initials. No handwritten changes will be accepted. Once completed, please scan and email to your C3 Account Executive or to orders@c3cloud.com. Please send originals along with a check for the Service Activation Fees to C3 at 110 East Atlantic Avenue, Suite 420, Delray Beach, FL 33444.

Thank you for your business! We look forward to serving you!

 Customer Initials

Services And Fees

Service Group: PC Security and Managed Services							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
40	Security	SEC-HUNTRESS-MANAGED	Huntress: Managed Detection and Response with ThreatOps	0.00	5.00	0.00	200.00
40	Security	SEC-EP-IX-EDR	Security / Sophos Endpoint Intercept X Advanced + EDR / Device	0.00	8.50	0.00	340.00
40	Management	MGMT-LOCAL-PC	Managed Services / Support per Local PC	0.00	22.50	0.00	900.00
Service Group Totals:						0.00	1,440.00

Service Group: Network Security and Managed Services							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
2	Security	SEC-HUNTRESS-MANAGED	Huntress: Managed Detection and Response with ThreatOps ((For Servers))	0.00	6.00	0.00	12.00
2	Security	SEC-SP-IX	Security / Sophos Intercept X Advanced / Server	0.00	14.00	0.00	28.00
4	Management	MGMT-LOCAL-SWITCH	Managed Services / Support per Local Network Switch	0.00	50.00	0.00	200.00
1	Management	MGMT-FIREWALL	Managed Services / Support per Firewall	0.00	125.00	0.00	125.00
4	Management	MGMT-LOCAL-WIFI	Managed Services / Support per Local WiFi Access Point	0.00	25.00	0.00	100.00
15	Management	MGMT-PRINTER	Managed Services / Support per Printer	0.00	9.86	0.00	147.90
1	Management	MGMT-LOCAL-SAN	Managed Services / Support per Local Storage Array	0.00	100.00	0.00	100.00
2	Management	MGMT-LOCAL-SVR	Managed Services / Support per Local Server	0.00	225.00	0.00	450.00
Service Group Totals:						0.00	1,162.90

Service Group: User Management and Security Services							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
67	Management	MGMT-USER	Managed Services / Support per User	0.00	27.50	0.00	1,842.50
67	Security	SEC-2FA-D	Security / Two Factor Authentication	0.00	5.50	0.00	368.50
Service Group Totals:						0.00	2,211.00

Service Group: Mail Security							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
67	Software Rental	SW-MAILSEC-INOUT	Software / Email Filtering / In and Out / User (Users + Distribution Lists)	0.00	2.95	0.00	197.65
Service Group Totals:						0.00	197.65

GRAND TOTALS				0.00	5,011.55
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Notes And Instructions
Fully replaces C3-0002465.

Service Activation Fee Calculation	
(+) First Month MRC	5,011.55
(+) Sub Total NRC	0.00
(-) NRC Discount	(0.00)
(-) NRC Previously Paid	(0.00)
(=) Service Activation Fee	5,011.55

Customer Initials

General Terms and Conditions

- 1. GENERAL.** This Service Agreement ("Agreement") is entered into by and between Cloud Computing Concepts, LLC ("C3"), a Delaware limited liability company with an address at 110 East Atlantic Avenue, Suite 420, Delray Beach, Florida, 33444 and Customer.
- 2. SERVICES.** "Service" or "Services" shall mean some or all of the services provided by C3, including but not limited to virtual servers, virtual desktops, virtual voice, virtual networking, data storage, infrastructure, co-location, voice and data carrier services, data backup, data recovery, technology consulting, and on-site service and support. Said services are fully described in the Services and Fees section of this Agreement.
- 3. TERM.**
- 3.1. Effective Date.** The Effective Date of this Agreement ("Effective Date") shall be the date on which C3 commences delivering billable Services to Customer.
- 3.2. Initial Term.** The Initial Term of this Agreement shall commence on the Effective Date and conclude on the last day of the month after the passage of the Initial Term Length.
- 3.3. Automatic Renewal.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive 30 day periods ("Renewal Term"). Upon automatic renewal, any services not already billing at the then current Month to Month rate will convert to the then current Month to Month rate. In the event that Customer wishes to cancel automatic renewal of this Agreement, Customer must notify C3 via email at least thirty (30) calendar days prior to the expiration of the Initial Term or any Renewal Term, of its desire to terminate this Agreement.
- 4. BILLING AND PAYMENT.** Upon acceptance of this Agreement by C3 and Customer, Customer agrees to pay C3 the applicable fees as set forth in this Agreement.
- 4.1. Monthly Recurring Charge ("MRC").** A fee which is incurred each month. Customer shall pay MRCs beginning on the Effective Date. All services provided under this Agreement are billed using a minimum increment of one full calendar month. All partial calendar months are rounded up for purposes of billing, although C3 may, in its sole discretion, elect to prorate some services provided for partial calendar months.
- 4.2. Non Recurring Charge ("NRC").** A one-time fee.
- 4.3. Service Activation Fee.** The Service Activation Fee is the total amount due by Customer to C3 upon acceptance of this Agreement by C3 and Customer. This fee is generally calculated by adding the first month's MRC and the NRC, less any NRC discount.
- 4.4. Payment.** Customer shall pay all MRCs in advance before the first day of each and every Billing Period of this Agreement (the "Due Date"). Customer shall pay all such MRCs, without demand, to the offices of C3 and without any deduction, revision or set-off whatsoever. In the event that any payment is returned to C3 or unavailable, such as checks returned for non-sufficient funds ("NSF"), Customer shall pay C3 an administrative fee in the amount of \$75, provided that payment of such administrative fee shall not limit any other right or remedy that may be available to C3 under Florida law. In the event Customer fails to deliver any payment to C3 under this Agreement on or before the date such payment is due, C3 shall notify customer. In the event that said failure to make payment is not remedied within five (5) calendar days of notice by C3 to Customer, Customer shall be in Default of this Agreement and subject to the terms of Section 5.1.
- 4.5. Bankruptcy.** If Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) calendar days of filing, C3 may, in its sole discretion, declare the Customer to be in Default of this Agreement and subject to the terms of Section 5.1.
- 4.6. Late Payment.** In addition to the remedies available to C3 under Section 5.1 of this Agreement for a payment default, all amounts that remain unpaid five (5) calendar days after Due Date shall be subject to a fifty dollar (\$50) late payment fee and shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.
- 4.7. Taxes and Regulatory Fees.** Amounts due under this Agreement are exclusive of all applicable federal, state and local sales, use, excise, communication service and any other taxes and regulatory fees and surcharges which may be levied or assessed upon any equipment or Services. Customer shall be solely responsible for payment of any and all such taxes and regulatory fees. Any calculation errors in assessment and/or tax rate changes requiring adjusted tax computations by C3 as necessary to accurately and properly collect taxes does not relieve Customer of its responsibility to remit tax payments fully when billed. Any failure to pay such taxes or regulatory fees or surcharges shall constitute a Default under this Agreement and C3 shall have the remedies available under Section 5.1 of this Agreement.
- 4.8. Customer Billing Disputes.** Customer shall have the right to reasonably dispute any of the charges contained in an invoice for a period of thirty (30) calendar days after the date of the invoice (the "Reconciliation Date"), provided that: (i) C3 receives payment in full for all charges (both disputed and undisputed) on or before the Due Date of such payment, (ii) Customer presents a written statement of the purported billing discrepancies to C3 in reasonable detail on or before the Reconciliation Date, and (iii) Customer negotiates in good faith with C3 for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges. C3 shall not be obligated to consider any Customer notice of any billing discrepancies which are received by C3 after the Reconciliation Date.
- 4.10. Credit Review.** Customer's execution of this Agreement signifies Customer's acceptance of C3's initial and continuing credit approval procedures and policies. C3 reserves the right to withhold initiation or full implementation of any or all Services under this Agreement pending C3's initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by C3, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. C3 reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by Customer for payments due hereunder in light of Customer's actual purchase volume when compared to projected purchase volumes upon which any security or assurance requirement was based or if C3 determines, in its sole judgment, that Customer lacks, or may in the future lack, the financial resources to meet its obligations to C3. By executing this Agreement in the space provided below, Customer hereby authorizes C3 to conduct an investigation and credit check on Customer with any one or more of the major credit reporting agencies. Customer shall reasonably cooperate with C3 to obtain credit information. Acceptance of this Agreement by C3 can be subject to a satisfactory completion of a credit review.
- 5. TERMINATION; SUSPENSION OF SERVICE.**
- 5.1. For Default.** In the event Customer is in Default, C3 shall be entitled to any one, or all of the following remedies: (i) C3 may immediately suspend all Services to Customer; (ii) C3 may deem all amounts due to C3 under this Agreement or any other agreement between Customer and C3, including repayment of all NRC Term Discounts, to be accelerated and become immediately due and payable; and/or (iii) C3 may terminate this Agreement. If the material default is cured to C3's



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satisfaction, C3 may, in its sole discretion, elect to re-enable any suspended Services. Prior to re-enabling any suspended Services, and in consideration of the work required to re-enable any suspended Services, Customer will be required to make a payment to C3 equal to 25% of the MRC of the suspended Services.

5.2. For Cause. Except as otherwise provided in this Agreement, C3 may terminate this Agreement if the Customer breaches any other term or condition of this Agreement and fails to cure such breach within five (5) calendar days after written notice of the same.

5.3. Without Cause. Customer may terminate this Agreement without cause so long it provides C3 with notice equal to or greater than thirty (30) calendar days from the end of the current billing period.

5.4. Liability Following Termination. In the event this Agreement is terminated prior to the conclusion of the Initial Term or any Renewal Term, Customer is liable for a Cancellation Fee, which is defined as the sum total of all Service Cancellation Fees plus any NRC discounts included in this Agreement. For each Service with a Category of "Carrier", "Hosted PBX" or "Co-Location", the Service Cancellation Fee is equal to the number of months remaining on this Agreement multiplied by the MRC for that Service. For each Service with a Category other than "Carrier", "Hosted PBX" or "Co-Location", the Service Cancellation Fee shall be equal to the lesser of (i) the number of full or partial months remaining on this agreement beginning with the date of termination multiplied by the MRC for that Service or (ii) 12 times the MRC for that Service. The expiration or termination of this Agreement will not (a) extinguish claims or liability (including, without limitation, for payments due) arising prior to such expiration or termination, or (b) extinguish claims or liabilities arising after such expiration or termination if such claims or liabilities specifically survive any expiration or termination as set forth herein.

5.5. Effect of Termination. Upon Termination of this Agreement, with or without cause, (i) C3 will immediately cease providing the Services; (ii) any and all payment obligations of Customer under this Agreement will become due immediately; (iii) within ten (10) calendar days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (iv) Customer will remove from C3's premises all Customer equipment and any of its other property on C3 premises within ten (10) calendar days of C3's request (and only after Customer receives authorization from C3). If Customer does not remove such property (or cannot remove such property because of payments due to C3) within such ten (10) calendar day period, then C3 may move any and all such property to storage and charge Customer for the cost of such removal and storage, without being liable for related damages. If Customer does not pay all amounts due to C3 and fails to remove such property from C3's premises or storage within thirty (30) calendar days of such C3 request, C3 may liquidate the property in any reasonable manner, without being liable for related damages; (v) C3 will make any available, via FTP, for a period not less than thirty (30) calendar days, access to all non-desktop, non-security virtual machines stored on C3 systems. C3 may, at its sole discretion, and with prepayment of an agreed upon amount by Customer, make the same available via other means. At the conclusion of thirty (30) calendar days, C3 reserves the right to permanently destroy any and all Customer virtual servers, desktops, data, configurations, designs, and information without liability for such actions.

5.6. Survival. The following provisions will survive any expiration or termination of this Agreement: 4, 8, 9, 10, 11, 5.4 and 13.

6. DATA TRANSPORT AND INTERNET ACCESS SERVICE. C3 exercises no control over and specifically disclaims any responsibility for, the content, accuracy or quality of information passing or obtained through C3's computers, network hubs and points of presence ("C3 Network"). Use of any information obtained via the C3 Network is strictly at Customer's own risk. None of the underlying services for internet access or connectivity, (collectively, the "Resold Services") are being provided by C3. Customer acknowledges and agrees that C3 is acquiring each of those Resold Services from a third party for resale and is not the originator of those services. Under no circumstances shall C3 be liable to Customer or any other person or entity for any loss, injury or damage of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Resold Services or use of any underlying service provider's network or services.

7. ADDITIONAL AGREEMENTS.

7.1. Monitoring and Bandwidth Control. C3 reserves the right to monitor customer's bandwidth usage and to utilize technology to limit Customer's bandwidth usage to those amounts specified in this Agreement, or if no amount is specified, to a maximum of 5mbps.

7.2. Internet Protocol. Any Internet Protocol Numbers ("IP") provided to Customer by C3 in connection with the Services are understood to be leased from C3 and shall be used only in connection with the Services. Customer acknowledges and agrees that all IP addresses shall remain the sole and exclusive property of C3. In the event Customer discontinues use of the Services for any reason, or this Agreement terminates for any reason, Customer's right to use the IP shall terminate. C3 reserves the right to change the IP upon notice to Customer.

7.3. Customer Provided Data and Telecommunications Services. While Customer can order a variety of voice and data services from multiple regional, national and international carriers directly from C3, Customer may also make arrangements with third party carriers for voice and data services. In this case, Customer is responsible for ordering all local and long-distance lines from such third party carriers and ordering any and all necessary cross-connects from C3. Customer shall be responsible for any newly applicable cross-connect, port-fee, NRC and/or MRC associated with the installation and/or delivery of such third party services that are in effect at the time Customer executes this Agreement. The carriers' installed circuits must be in the Customer's name and billed directly to Customer. Customer will be solely responsible for such circuits and for all payments due to the carriers.

7.4. Other Networks Approval and Usage. Services include the ability to transmit data beyond C3's Network, through other networks, public and private. Customer's use of or presence on other networks may require approval of the respective network authorities and may be subject to any acceptable usage policies established by those network operators. Customer will not hold C3 responsible for, and C3 expressly disclaims all liability for, Customer's violation of such policies. Customer understands that C3 does not own or control other networks outside of C3's Network, and C3 is not responsible or liable for performance (or non-performance) of those networks or the interconnection points between the Service and other networks that are operated by third parties.

7.5 For Metro Ethernet / Fiber Connectivity. Customer is responsible for providing a carrier approved conduit with draw string from the desired installation location to the designated utility easement at the edge of the property. Customer is responsible for providing a 2' x 2' plywood back board securely mounted in the installation location. Customer must provide 120v utility power backed by an adequately sized UPS and a grounding bar. Customer acknowledges that the average installation time for a Metro Ethernet or other Fiber Optic circuit averages 90 to 120 days, but no time frame is guaranteed. Customer will be responsible for a \$1500 one time fee plus any applicable Special Construction charges levied by the underlying carrier if the installed circuit needs to be moved to another address, assuming said address is deemed reachable by the underlying carrier.

7.6 For All Co-Location Services. Customer acknowledges that C3 provides all racks and mounting hardware in as-is condition. Customer shall be solely responsible for any damage caused to their equipment, C3 racks and mounting hardware, and/or the data center facilities during installation or removal of its equipment. Customer acknowledges that it must request and receive from C3 approval prior to the removal of any equipment for which Customer has contracted co-location services for under this Agreement. Such approval will be granted no later than 48 hours after requested so long as Customer account is current and in good standing. Customer shall be strictly prohibited from storing any cardboard or other flammable materials within their Co-Location space and, if any such materials are found, C3 shall have the right to remove and/or dispose of such materials at a reasonable cost to the Customer.


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7.7 For Co-Location Purchased on a Per Rack Unit Basis. Customer acknowledges that any co-location service purchased on a per-rack unit basis does not entitle the Customer or its employees, contractors or designated agents access to the data centers in which the equipment is stored. If Customer requires access to equipment stored in a C3 data center, customer should open trouble ticket with C3 and C3 will assign a representative to meet customer at the designated data center and escort customer to their equipment. Customer shall incur a fee of \$175 for the first hour of each access request, and \$125 for each hour thereafter rounded up to the next half hour.

8. ACCEPTABLE USE.

8.1. Acceptable Use Policy. C3 shall have the right to immediately suspend Services and/or terminate this Agreement in the event Customer violates any provision of the C3 Acceptable Use Policy ("AUP"), the current version of which is available at <http://www.c3cloud.com/c3-aup.pdf> and is hereby incorporated by reference into this Agreement. This AUP may be updated from time to time, and the most current version shall always control. Customer agrees to indemnify and hold harmless C3 and each of C3's shareholders, directors, officers, employees, agents and affiliates from and against any losses, damages, costs or expenses, including reasonable attorneys' fees and expenses (collectively "Claims") arising out of or relating to Customer's use of the C3 Network or the Services which would constitute a violation of the AUP.

8.2. Law Enforcement Notification. If C3 is informed by any third party, including, without limitation, any government authorities, of Customer's inappropriate or illegal use of C3's facilities (including but not limited to the C3 Network) or other networks accessed through C3, or C3 otherwise learns of such use or has reason to believe such use may be occurring, then (i) Customer hereby authorizes C3 to cooperate with any applicable governmental authorities, including by providing any and all requested information, and (ii) Customer will cooperate in any resulting investigation by C3 or any such third party. If Customer fails to cooperate with any such investigation or fails to immediately rectify any illegal use, C3 may immediately suspend Customer's Services without further notice to Customer.

8.3. Legal and Regulatory Compliance. Upon notice to Customer, C3 may modify or suspend Customer's Service should Customer fail to comply with any applicable law or regulation, including but not limited to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512.

9. DEFENSE OF THIRD PARTY CLAIMS AND INDEMNIFICATION.

9.1. Indemnity. Each party agrees to indemnify the other, its directors, officers, employees, affiliates and customers from and against any and all claims, actions, demands, costs and expenses, including, without limitation, attorneys' fees, costs and expenses (collectively, the "Covered Claims"), brought against the other party alleging: (i) with respect to the Customer's business: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (c) spamming, or any other offensive, harassing or illegal conduct; (ii) any damage or destruction to the C3 Network, C3 premises, C3 equipment, or to any other C3 customer which damage is caused by or otherwise results from acts or omissions by Customer, Customer Representative(s) or Customer's designees; (iii) any personal injury or property damage to any employee, representative or other designee of the other party arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by the other party's gross negligence or willful misconduct; (iv) any other damage arising from the use of the other party's equipment or network; (v) the breach of any term, condition or representation of either party as set forth in this Agreement; and (vi) any breach or violation of any law, rule, ordinance applicable to either party's business.

9.2. Notification. Each party will provide the other with prompt written notice of each Covered Claim of which the notifying Party becomes aware, and, the notified party, in its sole discretion, may elect to participate in the defense and settlement of any Covered Claim, provided that such participation shall not relieve Customer of any of its obligations under this Section.

10. LIMITATIONS OF LIABILITY AND WARRANTY.

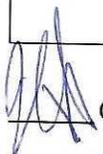
10.1. No Warranties. C3 PROVIDES THE SERVICES "AS IS"; MAKES NO EXPRESS WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES; AND DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. C3 shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, which shall include, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Customer may terminate this Agreement if any event of Force Majeure as defined in Section 13.2 of the Agreement, continues for a continuous period of ten (10) calendar days.

10.2. Limitation of Liability. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole and exclusive remedies for any claims relating to the Services are set forth in the Agreement.

10.3. Damage to Customer Business. In no event will C3 be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer's business, Customer's customers or clients, Customer Representative's activities at C3 or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or of any Customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10.4. Maximum Liability. Notwithstanding anything to the contrary in this Agreement, C3's maximum aggregate liability to Customer related to or in connection with this Agreement will be limited to the total amount paid by Customer to C3 hereunder for the six (6) month period prior to the event(s) giving rise to such liability.

11. CONFIDENTIAL INFORMATION. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law or regulation, provided that the receiving party provide prompt written notice to the disclosing party of such impending release, and the releasing party cooperate fully with the disclosing party to minimize such release.



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13. MISCELLANEOUS PROVISIONS.

13.1. Notices. Any notice or communication required or permitted to be given hereunder may be delivered personally, sent via electronic mail, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party first indicated below, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) calendar days after mailed or sent, whichever is earlier.

13.2. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

13.3. Resale. Customer may resell the Service after receiving C3's prior written approval as to the nature and scope of such resale. Should Customer resell any portion of the Service to any other party, Customer assumes all liabilities arising out of or related to such third party sites and communications and will indemnify and hold C3 harmless from such liabilities and/or the resale of said services. Customer agrees to enter into written agreements with any and all parties to which it resells any portion of the Services with terms and conditions at least as restrictive and protective of C3's rights, as the terms and conditions of this Agreement.

13.4. Marketing. Customer agrees that C3 may refer to Customer by trade name and trademark, and may briefly describe Customer's Business in C3's marketing materials and web site. Customer hereby grants C3 a limited license to use any Customer trade names and trademarks solely in connection with the rights granted to C3 pursuant to this Section 13.4. All goodwill associated with Customer's trade name and trademarks will inure solely to Customer. Customer may display the C3 logo, or any other C3 trademark or service mark or logo, on Customer's web sites or marketing literature only after obtaining C3's written approval on a case-by-case basis, and provided that Customer abides by the C3 trademark guidelines and such other guidelines as C3 may provide Customer. All goodwill associated with C3's trade name, trademarks, slogans and logos will inure solely to C3.

13.5. Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business. Customer represents and warrants that customer (i) is not located in a country subject to United States embargoes, or listed on the United States Treasury Department's list of specially designated nationals, or listed on the United States Commerce Department's denied persons list or entities list, and (ii) if an individual, is at least 18 years of age.

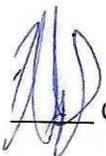
13.6. Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other, with such consent not to be unreasonably withheld. Notwithstanding the foregoing, Customer upon notice to C3, may assign all of its rights and delegate all of its duties under these terms and conditions and any applicable Contract to (a) a subsidiary, affiliate or parent company; (b) any entity that Customer controls, is controlled by, or is under common control with; or (c) any entity which succeeds to all or substantially all of the party's assets, whether by merger, sale or otherwise, provided such entity is not a competitor to C3; has a net worth at least equal to Customer at the time of the requested assignment; and agrees in writing to assume all duties, obligations and responsibilities of Customer under all applicable Contracts and these terms and conditions and to otherwise be bound as provided for herein. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Each request by Customer for a proposed assignment shall be accompanied by a nonrefundable fee payable to C3 in the amount of Nine Hundred Fifty Dollars (\$950.00) to cover C3's administrative, legal and other costs and expenses incurred in processing each of Customer's requests.

13.7. Relationship of Parties. C3 and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between C3 and Customer. Neither C3 nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

13.8. Choice of Law and Attorney's Fees. This Agreement will be governed by and construed pursuant to the laws of the State of Florida. Exclusive jurisdiction and venue for purposes of any litigation in connection herewith shall be in the state or federal court located in Palm Beach County, Florida. If any legal action is brought by either party to enforce its rights under this Agreement, the non-prevailing party in such action shall reimburse the prevailing party all of such prevailing party's costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such action.

13.9. Waiver. The waiver by either party of any term, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, condition, or provision contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of such party to insist on performance by the other party in strict accordance with the terms of this Agreement.

13.10. Non-Solicitation. Customer agrees that it will not, neither directly nor indirectly, solely or jointly with others, during the Term of this Agreement and for a period of three hundred sixty five (365) calendar days after the termination or expiration of this Agreement, regardless of the reason for such Termination: (i) hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of C3; (ii) solicit or encourage any employee or independent contractor of C3 to terminate employment with or cease providing services to C3; (iii) contact or solicit clients of C3, unless expressly authorized to do so via written Agreement with C3; or (iv) induce or attempt to induce any client, supplier, vendor, service provider or other business associate of C3 to cease doing business with C3 or in any way interfere with the relationship between C3 and any of its clients, vendors, service providers or business associates.



Customer Initials

STATEMENT OF WORK

C3 COMPLETE

110 E ATLANTIC AVE #420

DELRAY BEACH, FL 33444

CORAL SPRINGS IMPROVEMENT DISTRICT

10300 NW 11TH MANOR

CORAL SPRINGS, FL 33071

PREPARED BY: AUSTIN MEE



1. SERVICES DESCRIPTION.

The Managed Service plan is designed to provide pro-active monitoring and support services that anticipate and prevent IT problems before they occur. The Service is built upon the successful installation and configuration of technologies that MSP' Support Team and Engineering Team utilize to monitor and maintain critical technology systems.

2. DELIVERABLES DESCRIPTION

2.1. SERVICE DELIVERY

MSP will deliver the Service pursuant to the terms of this SOW. This SOW will serve to describe the on-going Services in detail.

2.2. HARDWARE AND SOFTWARE LICENSING AND SUPPORT

C3 shall provide support of all hardware and systems specified in Section 5, provided that all Hardware is covered under a currently active Vendor Support Contract. C3 will not be responsible for managing hardware that does not meet security standards.

2.3. MONITORING SERVICES

MSP will provide on-going monitoring and security services of all critical devices as indicated in attached Section 5. MSP will provide monthly email reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, MSP shall make every attempt to rectify the condition in a timely manner through remote means.

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3. MINIMUM COMPLIANCE STANDARDS:

In order for client's environment to be covered, the following requirements must be met:

- a. All Servers with Microsoft Windows Operating Systems must be running Windows 2016 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- b. All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 Professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- c. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- d. The environment must have the C3 remote management
- e. Email must be protected with licensed, server-based spam filter.
- f. Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
- g. All additional hardware and software must be vendor support and covered under a vendor maintenance agreement.

Costs required to bring Client's environment to Minimum Standards are additional hourly charges

4. SOW TERMS

4.1 INCLUDED SERVICES

Service rendered under this Agreement includes the following features:

PC/Device Management:

PC Management, or Device Management, focuses on managing the physical devices (typically computers, laptops, or workstations) that are used within the organization. It ensures that the devices are configured, maintained, secure, and updated properly.

Key areas of PC/Device Management:

1. System Setup & Configuration: Installing operating systems, software, and configuring settings.
2. Updates & Patches: Ensuring the operating system and installed software are up to date with the latest security patches and updates.
3. Asset Tracking: Keeping track of the devices, their models, and serial numbers.
4. Remote Management: Accessing and troubleshooting devices remotely.
5. Security: Implementing security measures like antivirus software, encryption, and firewalls.
6. Software Deployment: Installing and managing applications on devices across the organization.
7. Troubleshooting & Support: Diagnosing and resolving technical issues related to the hardware or software of the devices

Monitoring and Review:

1. 24/7 Network Monitoring (Firewall)
2. Spyware Monitoring and Removal
3. Spam filtering
4. Executive Monthly Report – Customer Success Manager
5. Technology Review and Planning Meeting once a year.

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4.2 EXCLUDED SERVICES

Service rendered under this Agreement does not include:

User Management:

User Management focuses on handling the accounts and permissions of individuals who access a system or network. It is typically part of an IT admin's responsibility to manage users in a way that ensures proper access to resources, maintains security, and facilitates efficiency.

Key areas of User Management:

1. Account Creation & Deletion: Setting up user accounts and deactivating or removing them as needed.
2. Permissions & Roles: Assigning rights to users based on their role in the organization (e.g., admin, standard user).
3. Authentication & Security: Managing login credentials (passwords, two-factor authentication) and ensuring users' accounts are secure.
4. Group Management: Organizing users into groups with specific access rights (e.g., HR, finance, or IT groups).
5. Profile Management: Managing user settings, preferences, and data linked to their accounts.
6. Auditing & Monitoring: Tracking user activity, login times, and access to resources to ensure compliance with company policies.

Parts, Equipment, & Software:

1. Parts, equipment or software not covered by vendor/manufacture warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Service Compliance.
6. Service and repair made necessary by the alteration or modification of equipment other than that authorized by MSP, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than MSP.
7. Maintenance of Client Application software packages
8. Programming (modification of software code) and program (software) maintenance.
9. Website creation or maintenance.
10. Travel Costs.
11. Training Services of any kind.

_____ Customer Initials

5.0 SUPPORTED TECHNOLOGIES AND PERSONNEL

5.1 EQUIPMENT

Supported Equipment:

Windows Managed Server (CSID-CS-DC01)
 Virtual Server (Syslog)
 Managed Desktops/Laptops
 Cybersecurity (Sophos)
 WatchGuard Firewall

Non-Supported Equipment:

Windows Non-Managed Server (SERVER2018)
 Personal Devices
 Access Points
 Printers
 Switches and Routers
 Hardware that does not have vendor support contract.

5.2 APPLICATIONS

Supported Applications:

Microsoft Windows 10+
 Microsoft Windows Server 2016+
 WatchGuard Firewall

Non-Supported Applications:

Custom Applications
 Unverified/Unlicensed Applications
 Microsoft Office

5.3 LOCATION(S) WHERE SERVICES ARE TO BE PERFORMED:

10300 NW 11th Manor
 Coral Springs, FL 33071

Remote support will be done from the offices of MSP, over the phone, web support desk communication, or through email. With the prior approval of CLIENT. Field engineer will be dispatched if determined needed by support manager.

5.4 3RD PARTY SUPPORTED PROVIDERS

Client authorizes MSP to contact the 3rd party support providers on behalf of Client. Client also authorizes MSP to make changes on behalf of Client. This would be an example if internet was contracted through C3.

Name _____

Date _____

Signature _____

Service Agreement

	General Information			
	Agreement Date	March 17, 2025	Agreement Number	C3-0003179
	Initial Term Length	36 months	Agreement Type	Replacement
	Customer	Coral Springs Improvement District		
	DBA (if any)	n/a		
	Corporate Form	Corporation		
	C3 Internal Use			
	Account Executive	Meredith Grabau	Authorized Partner	
	Sales Engineer	Austin Mee	Final Approval	Rick Mancinelli

Customer Billing Address			
Street	10300 NW 11th Manor		
City	Coral Springs		
State	FL	Zip Code	33071

Billing Summary	
Billing Period	Monthly
Billing Type	Invoice
Tax Exempt	False
Monthly Fee	3,151.85

	Authorized Signer	Billing Contact	Technical Contact
Name	Mark Ritter	Sandy Rodriguez	C3 Help Desk
Title	Board President	Accounting Assistant	- not on file -
Phone	- not on file -	954-796-6612	(877) 247-4949
Fax	- not on file -	- not on file -	(561) 537-8492
Mobile	- not on file -	- not on file -	- not on file -
Email	- not on file -	sandyp@csidfl.org	helpdesk@c3cloud.com

Signatures	
For Customer	For Cloud Computing Concepts, LLC
<p>_____ Signature</p> <p>Mark Ritter, Board President</p> <p>_____ Printed Name and Title</p> <p>_____ Date of Signature</p>	<p>_____ Signature</p> <p>_____ Printed Name and Title</p> <p>_____ Date of Signature</p>

Instructions
<ul style="list-style-type: none"> • Please review this Agreement for accuracy, and electronically sign and initial each page. • Hand signed documents should be scanned and emailed to your C3 Account Executive or to orders@c3-complete.com. • Services cannot be ordered or provisioned without authorized signatures and initials. • No handwritten changes to this Agreement will be accepted. • Please send originals along with a check for the Service Activation Fees to C3 at 110 East Atlantic Avenue, Suite 420, Delray Beach, FL 33444. <p style="text-align: center;">Thank you for your business! We look forward to serving you!</p>

Services And Fees

Service Group: Managed Services							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
1	Management	MGMT-LOCAL-SVR	Managed Services / Support per Local Server (Overages @ \$270.00)	0.00	225.00	0.00	225.00
1	Management	MGMT-FIREWALL	Managed Services / Support per Firewall (Overages @ \$150.00)	0.00	125.00	0.00	125.00
1	Management	MGMT-SVM	Managed Services / Support per Server Virtual Machine (Overages @ \$220.00)	0.00	185.00	0.00	185.00
50	Management	MGMT-LOCAL-PC	Managed Services / Support per Local PC (Overages @ \$27.00)	0.00	22.50	0.00	1,125.00
Service Group Totals:						0.00	1,660.00

Service Group: Security Services							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
52	Security	SEC-HUNTRESS-MANAGED	Security / Huntress MDR / Managed (Overages @ \$6.00)	0.00	5.00	0.00	260.00
50	Security	SEC-EP-CIX-ADV-XDR	Security / End Point / Sophos Central Intercept X / Advanced with XDR (Overages @ \$7.00)	0.00	5.75	0.00	287.50
2	Security	SEC-SP-CIX-ADV-XDR	Security / Server / Sophos Central Intercept X / Advanced with XDR (Overages @ \$18.00)	0.00	15.00	0.00	30.00
77	Security	SEC-2FA-D	Security / Two Factor Authentication (Overages @ \$6.50)	0.00	5.50	0.00	423.50
93	Software Rental	SW-MAILSEC-INOUT	Software / Email Filtering / In and Out / User (Overages @ \$3.50)	0.00	2.95	0.00	274.35
Service Group Totals:						0.00	1,275.35

Service Group: Backup Services							
Qty	Category	Item Code	Description	NRC Ea.	MRC Ea.	NRC Tot.	MRC Tot.
1	Backup	BACKUP-VCC-SVR	Backup License / Server (License per server: * CSID-CS-DC01)	0.00	15.00	0.00	15.00
650	Backup	BACKUP-500-999	Backup Cost Per GB / 500-999GB Tier	0.00	0.31	0.00	201.50
Service Group Totals:						0.00	216.50

GRAND TOTALS					0.00	3,151.85
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Notes And Instructions
Fully replaces C3-0002473 Fully replaces C3-0002571

Service Activation Fee Calculation	
(+) First Month MRC	3,151.85
(+) Sub Total NRC	0.00
(-) NRC Discount	(0.00)
(-) NRC Previously Paid	(0.00)
(=) Service Activation Fee	3,151.85

General Terms and Conditions

- 1. GENERAL.** This Service Agreement (“Agreement”) is entered into by and between Cloud Computing Concepts, LLC (“C3”), a Delaware limited liability company with an address at 110 East Atlantic Avenue, Suite 420, Delray Beach, Florida, 33444 and Customer.
- 2. SERVICES.** “Service” or “Services” shall mean some or all of the services provided by C3, including but not limited to virtual servers, virtual desktops, virtual voice, virtual networking, data storage, infrastructure, co-location, voice and data carrier services, data backup, data recovery, technology consulting, and on-site service and support. Said services are fully described in the Services and Fees section of this Agreement.
- 3. TERM.**
- 3.1. Effective Date.** The Effective Date of this Agreement (“Effective Date”) shall be the date on which C3 commences delivering billable Services to Customer.
- 3.2. Initial Term.** The Initial Term of this Agreement shall commence on the Effective Date and conclude on the last day of the month after the passage of the Initial Term Length.
- 3.3. Automatic Renewal.** At the conclusion of the Initial Term, this Agreement shall automatically renew for successive 30 day periods (“Renewal Term”). Upon automatic renewal, any services not already billing at the then current Month to Month rate will convert to the then current Month to Month rate. In the event that Customer wishes to cancel automatic renewal of this Agreement, Customer must notify C3 via email at least thirty (30) calendar days prior to the expiration of the Initial Term or any Renewal Term, of its desire to terminate this Agreement.
- 4. BILLING AND PAYMENT.** Upon acceptance of this Agreement by C3 and Customer, Customer agrees to pay C3 the applicable fees as set forth in this Agreement.
- 4.1. Monthly Recurring Charge (“MRC”).** A fee which is incurred each month. Customer shall pay MRCs beginning on the Effective Date. All services provided under this Agreement are billed using a minimum increment of one full calendar month. All partial calendar months are rounded up for purposes of billing, although C3 may, in its sole discretion, elect to prorate some services provided for partial calendar months.
- 4.2. Non Recurring Charge (“NRC”).** A one-time fee.
- 4.3. Service Activation Fee.** The Service Activation Fee is the total amount due by Customer to C3 upon acceptance of this Agreement by C3 and Customer. This fee is generally calculated by adding the first month’s MRC and the NRC, less any NRC discount(s).
- 4.4. Payment.** Customer shall pay all MRCs in advance before the first day of each and every Billing Period of this Agreement (the “Due Date”). Customer shall pay all such MRCs, without demand, to the offices of C3 and without any deduction, revision or set-off whatsoever. In the event that any payment is returned to C3 or unavailable, such as checks returned for non-sufficient funds (“NSF”), Customer shall pay C3 an administrative fee in the amount of \$100, provided that payment of such administrative fee shall not limit any other right or remedy that may be available to C3 under Florida law. In the event Customer fails to deliver any payment to C3 under this Agreement on or before the date such payment is due, C3 shall notify customer. In the event that said failure to make payment is not remedied within five (5) calendar days of notice by C3 to Customer, Customer shall be in Default of this Agreement and subject to the terms of Section 5.1.
- 4.5. Bankruptcy.** If Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) calendar days of filing, C3 may, in its sole discretion, declare the Customer to be in Default of this Agreement and subject to the terms of Section 5.1.
- 4.6. Late Payment.** In addition to the remedies available to C3 under Section 5.1 of this Agreement for a payment default, all amounts that remain unpaid five (5) calendar days after Due Date shall be subject to a fifty dollar (\$100) late payment fee and shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.
- 4.7. Taxes and Regulatory Fees.** Amounts due under this Agreement are exclusive of all applicable federal, state and local sales, use, excise, communication service and any other taxes and regulatory fees and surcharges which may be levied or assessed upon any equipment or Services. Customer shall be solely responsible for payment of any and all such taxes and regulatory fees. Any calculation errors in assessment and/or tax rate changes requiring adjusted tax computations by C3 as necessary to accurately and properly collect taxes does not relieve Customer of its responsibility to remit tax payments fully when billed. Any failure to pay such taxes or regulatory fees or surcharges shall constitute a Default under this Agreement and C3 shall have the remedies available under Section 5.1 of this Agreement.
- 4.8. Customer Billing Disputes.** Customer shall have the right to reasonably dispute any of the charges contained in an invoice for a period of thirty (30) calendar days after the date of the invoice (the “Reconciliation Date”), provided that: (i) C3 receives payment in full for all charges (both disputed and undisputed) on or before the Due Date of such payment, (ii) Customer presents a written statement of the purported billing discrepancies to C3 in reasonable detail on or before the Reconciliation Date, and (iii) Customer negotiates in good faith with C3 for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges. C3 shall not be obligated to consider any Customer notice of any billing discrepancies which are received by C3 after the Reconciliation Date.
- 4.10. Credit Review.** Customer’s execution of this Agreement signifies Customer’s acceptance of C3’s initial and continuing credit approval procedures and policies. C3 reserves the right to withhold initiation or full implementation of any or all Services under this Agreement pending C3’s initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by C3, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. C3 reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by Customer for payments due hereunder in light of Customer’s actual purchase volume when compared to projected purchase volumes upon which any security or assurance requirement was based or if C3 determines, in its sole judgment, that Customer lacks, or may in the future lack, the financial resources to meet its obligations to C3. By executing this Agreement in the space provided below, Customer hereby authorizes C3 to conduct an investigation and credit check on Customer with any one or more of the major credit reporting agencies. Customer shall reasonably cooperate with C3 to obtain credit information. Acceptance of this Agreement by C3 can be subject to a satisfactory completion of a credit review.

5. TERMINATION; SUSPENSION OF SERVICE.

5.1. For Default. In the event Customer is in Default, C3 shall be entitled to any one, or all of the following remedies: (i) C3 may immediately suspend all Services to Customer; (ii) C3 may deem all amounts due to C3 under this Agreement or any other agreement between Customer and C3, including repayment of all NRC Discounts, to be accelerated and become immediately due and payable; and/or (iii) C3 may terminate this Agreement. If the material default is cured to C3's satisfaction, C3 may, in its sole discretion, elect to re-enable any suspended Services. Prior to re-enabling any suspended Services, and in consideration of the work required to re-enable any suspended Services, Customer will be required to make a payment to C3 equal to 25% of the MRC of the suspended Services.

5.2. For Cause. Except as otherwise provided in this Agreement, C3 may terminate this Agreement if the Customer breaches any other term or condition of this Agreement and fails to cure such breach within fifteen (15) calendar days after written notice of the same.

5.3. Without Cause. Customer may terminate this Agreement without cause so long it provides C3 with notice equal to or greater than thirty (30) calendar days from the end of the current billing period.

5.4. Liability Following Termination. The parties agree that Customer is receiving one or more Services from C3 which each have an underlying cost that is the sum of a variable portion of one or more third-party services, hardware devices, and/or software solutions purchased and/or leased in aggregate plus a variable portion of the highly compensated team of administrators, engineers and/or other specialists employed or contracted by C3 to provision, maintain, troubleshoot, repair, monitor and/or de-provision such services as applicable. The parties further agree that because such underlying costs are comprised of variable portions of various aggregate costs, the specific underlying costs to provide Services to Customer herein under are not readily ascertainable or otherwise very difficult to fairly ascertain, therefore Customer agrees to pay a Cancellation Fee for being in breach of this Agreement or for exercising its right to terminate this Agreement prior to the conclusion of either the Initial Term or any Renewal Term currently in force (the "Active Term"). The Cancellation Fee shall be the sum total of (i) the NRC discounts applied to any Services; (ii) 100% of the MRC for all Services multiplied by the number of months, if any, remaining in the first 12 months of the Active term; (iii) 50% of the MRC for all Services multiplied by the number of months, if any, remaining between, and inclusive of, the 13th month and the end of the Active Term; and (iv) if not recovered by the foregoing, any termination liability payable by C3 to third parties resulting from the termination of any Service and any out-of-pocket costs to the extent that such costs were undertaken to provide and/or de-provision any Service. The expiration or termination of this Agreement will not (a) extinguish claims or liability (including, without limitation, for payments due) arising prior to such expiration or termination, or (b) extinguish claims or liabilities arising after such expiration or termination if such claims or liabilities specifically survive any expiration or termination as set forth herein. The parties expressly agree that the damages consequent upon a breach or early termination are not readily ascertainable or otherwise very difficult to fairly ascertain, and that the Cancellation Fee is not grossly disproportionate to any damages that might reasonably be expected to follow from a breach or early termination. The parties expressly agree that the Cancellation Fee is not intended to induce full performance or to penalize the Customer in any way, but rather to allow C3 to liquidate its damages related to any breach or early termination. Customer expressly agrees that it does not believe that the Cancellation Fee is a penalty or in any way not reasonable, nor will it challenge this clause on this basis. If the Customer has any question about whether this clause could be construed as an improper penalty, it will not enter into this Agreement. Customer expressly agrees that these terms make it clear that the Customer waives any right to challenge this clause as being unenforceable or as an improper penalty or that it would not bear a fair and reasonable relationship to actual damages, nor will it claim that actual damages are the only proper measure of damages for termination under this clause, or breach of any part of this agreement. To the extent that any Court determines that this clause is a penalty, it shall rewrite ("blue pencil") such provision to require the Customer to pay the maximum amount due above the actual damages as it determines is reasonable.

5.5. Effect of Termination. Upon Termination of this Agreement, with or without cause, (i) C3 will immediately cease providing the Services; (ii) any and all payment obligations of Customer under this Agreement will become due immediately; (iii) within ten (10) calendar days after such expiration or termination, each party will return all Confidential Information of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (iv) Customer will remove from C3's premises all Customer equipment and any of its other property on C3 premises within ten (10) calendar days of C3's request (and only after Customer receives authorization from C3). If Customer does not remove such property (or cannot remove such property because of payments due to C3) within such ten (10) calendar day period, then C3 may move any and all such property to storage and charge Customer for the cost of such removal and storage, without being liable for related damages. If Customer does not pay all amounts due to C3 and fails to remove such property from C3's premises or storage within thirty (30) calendar days of such C3 request, C3 may liquidate the property in any reasonable manner, without being liable for related damages; (v) C3 will make any available, via FTP, for a period not less than thirty (30) calendar days, access to all non-desktop, non-security virtual machines stored on C3 systems. C3 may, at its sole discretion, and with prepayment of an agreed upon amount by Customer, make the same available via other means. C3 will charge Customer the then current Month to Month rate for the bandwidth allocated to the FTP process for Customer's benefit. At the conclusion of thirty (30) calendar days, C3 reserves the right to permanently destroy any and all Customer virtual servers, desktops, data, configurations, designs, and information without liability for such actions.

5.6. Survival. The following provisions will survive any expiration or termination of this Agreement: 4, 5, 8, 9, 10, 11, and 13.

6. DATA TRANSPORT AND INTERNET ACCESS SERVICE. C3 exercises no control over and specifically disclaims any responsibility for, the content, accuracy or quality of information passing or obtained through C3's computers, network hubs and points of presence ("C3 Network"). Use of any information obtained via the C3 Network is strictly at Customer's own risk. None of the underlying services for internet access or connectivity, (collectively, the "Resold Services") are being provided by C3. Customer acknowledges and agrees that C3 is acquiring each of those Resold Services from a third party for resale and is not the originator of those services. Under no circumstances shall C3 be liable to Customer or any other person or entity for any loss, injury or damage of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Resold Services or use of any underlying service provider's network or services.

7. ADDITIONAL AGREEMENTS.

7.1. Monitoring and Bandwidth Control. C3 reserves the right to monitor customer's bandwidth usage and to utilize technology to limit Customer's bandwidth usage to those amounts specified in this Agreement, or if no amount is specified, to a maximum of 5mbps.

7.2. Internet Protocol. Any Internet Protocol Numbers ("IP") provided to Customer by C3 in connection with the Services are understood to be leased from C3 and shall be used only in connection with the Services. Customer acknowledges and agrees that all IP addresses shall remain the sole and exclusive property of C3. In the event Customer discontinues use of the Services for any reason, or this Agreement terminates for any reason, Customer's right to use the IP shall terminate. C3 reserves the right to change the IP upon notice to Customer.

7.3. Customer Provided Data and Telecommunications Services. While Customer can order a variety of voice and data services from multiple regional, national and international carriers directly from C3, Customer may also make arrangements with third party carriers for voice and data services. In this case, Customer is responsible for ordering all local and long-distance lines from such third party carriers and ordering any and all necessary cross-connects from C3. Customer shall be responsible for any newly applicable cross-connect, port-fee, NRC and/or MRC associated with the installation and/or delivery of such third party services that are in effect at the time Customer executes this Agreement. The carriers' installed circuits must be in the Customer's name and billed directly to Customer. Customer will be solely responsible for such circuits and for all payments due to the carriers.

7.4. Other Networks Approval and Usage. Services include the ability to transmit data beyond C3's Network, through other networks, public and private. Customer's use of or presence on other networks may require approval of the respective network authorities and may be subject to any acceptable usage policies established by those network operators. Customer will not hold C3 responsible for, and C3 expressly disclaims all liability for, Customer's violation of such policies. Customer understands that C3 does not own or control other networks outside of C3's Network, and C3 is not responsible or liable for performance (or non-performance) of those networks or the interconnection points between the Service and other networks that are operated by third parties.

7.5 Ethernet / Fiber Connectivity. Customer is responsible for providing a carrier approved conduit with draw string from the desired installation location to the designated utility easement at the edge of the property. Customer is responsible for providing a 2' x 2' plywood back board securely mounted in the installation location. Customer must provide 120v utility power backed by an adequately sized UPS and a grounding bar. Customer acknowledges that the average installation time for an Ethernet or other Fiber Optic circuit averages 90 to 120 days, but no time frame is guaranteed.

7.6 Co-Location Services. Customer acknowledges that C3 provides all racks and mounting hardware in as-is condition. Customer shall be solely responsible for any damage caused to their equipment, C3 racks and mounting hardware, and/or the data center facilities during installation or removal of its equipment. Customer acknowledges that it must request and receive from C3 approval prior to the removal of any equipment for which Customer has contracted co-location services for under this Agreement. Such approval will be granted no later than 48 hours after requested so long as Customer account is current and in good standing. Customer shall be strictly prohibited from storing any cardboard or other flammable materials within their Co-Location space and, if any such materials are found, C3 shall have the right to remove and/or dispose of such materials at a reasonable cost to the Customer.

7.7 Co-Location Purchased on a Per Rack Unit Basis. Customer acknowledges that any co-location service purchased on a per-rack unit basis does not entitle the Customer or its employees, contractors or designated agents access to the data centers in which the equipment is stored. If Customer requires access to equipment stored in a C3 data center, customer should open trouble ticket with C3 and C3 will assign a representative to meet customer at the designated data center and escort customer to their equipment. Customer shall incur a fee of \$250 for the first hour of each access request, and \$150 for each hour thereafter rounded up to the next half hour.

8. ACCEPTABLE USE.

8.1. Acceptable Use Policy. C3 shall have the right to immediately suspend Services and/or terminate this Agreement in the event Customer violates any provision of the C3 Acceptable Use Policy ("AUP"), the current version of which is available at <http://www.c3-complete.com/c3-aup.pdf> and is hereby incorporated by reference into this Agreement. This AUP may be updated from time to time, and the most current version shall always control. Customer agrees to indemnify and hold harmless C3 and each of C3's shareholders, directors, officers, employees, agents and affiliates from and against any losses, damages, costs or expenses, including reasonable attorneys' fees and expenses (collectively "Claims") arising out of or relating to Customer's use of the C3 Network or the Services which would constitute a violation of the AUP.

8.2. Law Enforcement Notification. If C3 is informed by any third party, including, without limitation, any government authorities, of Customer's inappropriate or illegal use of C3's facilities (including but not limited to the C3 Network) or other networks accessed through C3, or C3 otherwise learns of such use or has reason to believe such use may be occurring, then (i) Customer hereby authorizes C3 to cooperate with any applicable governmental authorities, including by providing any and all requested information, and (ii) Customer will cooperate in any resulting investigation by C3 or any such third party. If Customer fails to cooperate with any such investigation or fails to immediately rectify any illegal use, C3 may immediately suspend Customer's Services without further notice to Customer.

8.3. Legal and Regulatory Compliance. Upon notice to Customer, C3 may modify or suspend Customer's Service should Customer fail to comply with any applicable law or regulation, including but not limited to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512.

9. DEFENSE OF THIRD PARTY CLAIMS AND INDEMNIFICATION.

9.1 Indemnity. Each party agrees to indemnify the other, its directors, officers, employees, affiliates and customers from and against any and all claims, actions, demands, costs and expenses, including, without limitation, attorneys' fees, costs and expenses (collectively, the "Covered Claims"), brought against the other party alleging: (i) with respect to the Customer's business: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (c) spamming, or any other offensive, harassing or illegal conduct; (ii) any damage or destruction to the C3 Network, C3 premises, C3 equipment, or to any other C3 customer which damage is caused by or otherwise results from acts or omissions by Customer, Customer Representative(s) or Customer's designees; (iii) any personal injury or property damage to any employee, representative or other designee of the other party arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by the other party's gross negligence or willful misconduct; (iv) any other damage arising from the use of the other party's equipment or network; (v) the breach of any term, condition or representation of either party as set forth in this Agreement; and (vi) any breach or violation of any law, rule, ordinance applicable to either party's business.

9.2. Notification. Each party will provide the other with prompt written notice of each Covered Claim of which the notifying Party becomes aware, and, the notified party, in its sole discretion, may elect to participate in the defense and settlement of any Covered Claim, provided that such participation shall not relieve Customer of any of its obligations under this Section.

10. LIMITATIONS OF LIABILITY AND WARRANTY.

10.1. No Warranties. C3 PROVIDES THE SERVICES "AS IS"; MAKES NO EXPRESS WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES; AND DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. C3 shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, which shall include, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. Customer may terminate this Agreement if any event of Force Majeure as defined in Section 13.2 of the Agreement, continues for a continuous period of ten (10) calendar days.

10.2. Limitation of Liability. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. Notwithstanding anything to the contrary stated in this Agreement, Customer's sole and exclusive remedies for any claims relating to the Services are set forth in the Agreement.

10.3. Damage to Customer Business. In no event will C3 be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer's business, Customer's customers or clients, Customer Representative's activities at C3 or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or of any Customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10.4. Maximum Liability. Notwithstanding anything to the contrary in this Agreement, C3's maximum aggregate liability to Customer related to or in connection with this Agreement will be limited to the total amount paid by Customer to C3 hereunder for the six (6) month period prior to the event(s) giving rise to such liability.

11. CONFIDENTIAL INFORMATION. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law or regulation, provided that the receiving party provide prompt written notice to the disclosing party of such impending release, and the releasing party cooperate fully with the disclosing party to minimize such release.

13. MISCELLANEOUS PROVISIONS.

13.1. Notices. Any notice or communication required or permitted to be given hereunder may be delivered personally, sent via electronic mail, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party first indicated below, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) calendar days after mailed or sent, whichever is earlier.

13.2. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, pandemic, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

13.3. Resale. Customer may resell the Service after receiving C3's prior written approval as to the nature and scope of such resale. Should Customer resell any portion of the Service to any other party, Customer assumes all liabilities arising out of or related to such third party sites and communications and will indemnify and hold C3 harmless from such liabilities and/or the resale of said services. Customer agrees to enter into written agreements with any and all parties to which it resells any portion of the Services with terms and conditions at least as restrictive and protective of C3's rights, as the terms and conditions of this Agreement.

13.4. Marketing. Customer agrees that C3 may refer to Customer by trade name and trademark, and may briefly describe Customer's Business in C3's marketing materials and web site. Customer hereby grants C3 a limited license to use any Customer trade names and trademarks solely in connection with the rights granted to C3 pursuant to this Section 13.4. All goodwill associated with Customer's trade name and trademarks will inure solely to Customer. Customer may display the C3 logo, or any other C3 trademark or service mark or logo, on Customer's web sites or marketing literature only after obtaining C3's written approval on a case-by-case basis, and provided that Customer abides by the C3 trademark guidelines and such other guidelines as C3 may provide Customer. All goodwill associated with C3's trade name, trademarks, slogans and logos will inure solely to C3.

13.5. Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business. Customer represents and warrants that customer (i) is not located in a country subject to United States embargoes, or listed on the United States Treasury Department's list of specially designated nationals, or listed on the United States Commerce Department's denied persons list or entities list, and (ii) if an individual, is at least 18 years of age.

13.6. Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other, with such consent not to be unreasonably withheld. Notwithstanding the foregoing, Customer upon notice to C3, may assign all of its rights and delegate all of its duties under these terms and conditions and any applicable Contract to (a) a subsidiary, affiliate or parent company; (b) any entity that Customer controls, is controlled by, or is under common control with; or (c) any entity which succeeds to all or substantially all of the party's assets, whether by merger, sale or otherwise, provided such entity is not a competitor to C3; has a net worth at least equal to Customer at the time of the requested assignment; and agrees in writing to assume all duties, obligations and responsibilities of Customer under all applicable Contracts and these terms and conditions and to otherwise be bound as provided for herein. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Each request by Customer for a proposed assignment shall be accompanied by a nonrefundable fee payable to C3 in the amount of One Thousand Two Hundred Fifty Dollars (\$1250.00) to cover C3's administrative, legal and other costs and expenses incurred in processing each of Customer's requests.

13.7. Relationship of Parties. C3 and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between C3 and Customer. Neither C3 nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

13.8. Choice of Law and Attorney's Fees. This Agreement will be governed by and construed pursuant to the laws of the State of Florida. Exclusive jurisdiction and venue for purposes of any litigation in connection herewith shall be in the state or federal court located in Palm Beach County, Florida. If any legal action is brought by either party to enforce its rights under this Agreement, the non-prevailing party in such action shall reimburse the prevailing party all of such prevailing party's costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such action.

13.9. Waiver. The waiver by either party of any term, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, condition, or provision contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of such party to insist upon the performance by the other party in strict accordance with the terms of this Agreement.

13.10. Non-Solicitation. Customer agrees that it will not, neither directly nor indirectly, solely or jointly with others, during the Term of this Agreement and for a period of three hundred sixty five (365) calendar days after the termination or expiration of this Agreement, regardless of the reason for such Termination: (i) hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of C3; (ii) solicit or encourage any employee or independent contractor of C3 to terminate employment with or cease providing services to C3; (iii) contact or solicit clients of C3, unless expressly authorized to do so via written Agreement with C3; or (iv) induce or attempt to induce any client, supplier, vendor, service provider or other business associate of C3 to cease doing business with C3 or in any way interfere with the relationship between C3 and any of its clients, vendors, service providers or business associates.

Eighth Order of Business

Globaltech, Inc.
CSID Engineer's Report
February 24, 2025

PROJECTS UNDER CONTRACT

WA#222 – Belt Filter Press Replacement – In Progress

- Approved by Board – 1/22/24
- Conducted 100% design meeting and installation plan – 1/07/25
- Performing demolition and preparation for new BFP
- BFP delivery scheduled – 2/28/25
- Anticipated completion – April 2025

WA#224 – Stormwater Culvert Structural Assessment – Substantially Complete

- Approved by Board – 2/26/24
- Electronic report submitted – 2/05/25
- Hard copies delivered – 2/18/25
- Conduct video inspection of Culvert E-8 week of 2/24/25
- Anticipated project completion – 2/28/25

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 and clutch – 6/07/24
- Anticipated project completion – June 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 – March 2025

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

- Approved by Board – 8/19/24
- Issued subcontract for WGI (Maintenance Hatch Design) – 8/20/24
- Hatch openings installed – 10/30/24
- Corrosion and coating inspection performed - 11/11/24
- Hatch installation – 12/02 – 1/31/25
- Review meeting to discuss corrosion report and results of piping inspection - February
- Substantial Completion – April 2025
- Anticipated project completion – April 2025

**Globaltech, Inc.
CSID Engineer's Report
February 24, 2025**

PROJECTS UNDER CONTRACT (Continued)

WA#230 – Wastewater Capacity Analysis Report – Substantially Complete

- Approved by Board – 10/21/24
- Conducted internal kick off meeting
- Prepared information request to CSID staff
- Submitted report to FDEP – 1/03/25
- Anticipated substantial completion – February 2025

WA#231 – Collection System Action Plan – In Progress

- Approved by Board – 10/21/24
- Conducted internal kick off meeting
- Gathering data from staff and compiling report.
- Anticipated substantial completion – March 2025

WA#232 – Well 3 Repower & VFD – In Progress

- Approved by Board – 12/16/24
- Conducted internal kick-off meeting
- Final design completed - 1/31/25
- Began installing conduit - 2/03/25
- Anticipated completion – 3/01/26

WA#233– Digester 1 Blower Replacement – Preliminary Engineering – In Progress

- Approved by Board – 1/27/25
- Conducted internal kick-off meeting
- Anticipated completion – mid April 2025

Work Authorizations Under Development

WA#177 – Portable Generator Storage Building – March Agenda

WA#XXX – Finished Water Line Valve Replacement and Relocation – March Agenda

WA#XXX – PFAS Pilot Testing – Under Development

Ninth Order of Business

9A

AMENDMENT 1 TO
WORK AUTHORIZATION 224

Globaltech No. 151452

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 Structural Inspection of Stormwater Culverts, hereinafter referred to as the "Specific Project."

Section 1 – Terms

NO CHANGE.

Section 2 – Scope of Work

Amendment 1 is decreasing the approved project budget by **\$10,000.00** for the following unspent items:

- Unspent allowance \$10,000.00 to address other culverts.

Section 3 – Location

NO CHANGE.

Section 4 – Deliverables

NO CHANGE.

Section 5 – Time of Performance

NO CHANGE

Section 6 – Method and Amount of Compensation

This Amendment No. 1 to Work Authorization 224 decreases the \$160,303.00 contract value by -\$10,000.00 to a new final contract amount of **\$150,303.00**

Original Contract	\$160,303.00
Change Order 1 (Unspent Allowance)	-\$10,000.00
New Contract Total	\$150,303.00

Section 7 – Application for Progress Payment

NO CHANGE.

Section 8 – Responsibilities

NO CHANGE.

Section 9 – Insurance

NO CHANGE.

Section 10 – Level of Service

NO CHANGE.

Section 11 – Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Amendment to a Work Authorization, consisting of three (3) pages 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

Mark Ritter

Printed Name of President

Date
Approved as to form and legality

State of Florida
County of Palm Beach
The foregoing instrument was
acknowledged before me on this
17th day of March 2025 by

District Counsel
FIRM
Globaltech, Inc.
Company

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

Signature
Richard D. Olson, PE, VP of Engineering
Name and Title (typed or printed)

Signature of Notary

March 17, 2025
Date

9B

AMENDMENT 1 TO
WORK AUTHORIZATION 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

NO CHANGE.

Section 2 – Scope of Work

Amendment 1 is decreasing the approved project budget by **\$3,000.00** for the following unspent items:

- Unspent allowance for potential additional engineering: \$3,000.00

Section 3 – Location

NO CHANGE.

Section 4 – Deliverables

NO CHANGE.

Section 5 – Time of Performance

NO CHANGE

Section 6 – Method and Amount of Compensation

This Amendment No. 1 to Work Authorization 230 decreases the \$19,637.00 contract value by -\$3,000.00 to a new final contract amount of **\$16,637.00**

Original Contract	\$19,637.00
Unspent Items (CO1)	-\$3,000.00
Total	\$16,637.00

Section 7 – Application for Progress Payment

NO CHANGE.

Section 8 – Responsibilities

NO CHANGE.

Section 9 – Insurance

NO CHANGE.

Section 10 – Level of Service

NO CHANGE.

Section 11 – Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Amendment to a Work Authorization, consisting of three (3) pages 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

Mark Ritter

Printed Name of President

Date
Approved as to form and legality

District Counsel

State of Florida
County of Palm Beach

FIRM

The foregoing instrument was
acknowledged before me on this
17th day of March 2025 by

Globaltech, Inc.
Company

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

Signature
Richard D. Olson, PE, VP of Engineering
Name and Title (typed or printed)

Signature of Notary

March 17, 2025

Date

9C

AMENDMENT 2
WORK AUTHORIZATION 229

CSID WA No. 229

Globaltech No. 151419

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 Improvements to Wastewater Treatment Plant (WWTP) Package Plant E, hereinafter referred to as the "Specific Project".

Section 1 – Terms

FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization (WA) with the OWNER.

Section 2 – Scope of Work

During the execution of Work Authorization 229, FIRM subcontracted a visual inspection of the interior of Plant E to evaluate the coatings and visible corrosion on various elements. The inspection was conducted by Corrosion Probe, Inc. (NACE/AAMP certified coating inspector) in December 2024. Corrosion Probe identified a number of items that should be addressed while the plant is clean and

out of service. FIRM then met with a coatings and metal fabrication subcontractor (G&G Industrial) to provide a cost estimate to execute the necessary repairs.

When WA-229 was prepared, a construction allowance of \$50,000 was incorporated into the work authorization to address needed, yet unidentified repairs. The cost estimate from G&G Industrial was greater than the construction allowance and thus the need to request additional funding.

This Amendment 2 to WA-229 provides funding (along with the previously approved construction allowance) to address the improvements and repairs identified in the inspection report.

Engineering and Project Management

This task includes services to subcontract, inspect and document repair work performed by G&G Industrial.

Task 1 – Engineering Services

This task includes engineering and management services necessary to prepare and manage the change order for construction services. Under this task, FIRM will estimate costs, prepare subcontracts, oversee restoration methods, and provide quality control services for the restoration services on Plant E.

Task 2 – Construction Services

Construction services will be subcontracted to G&G Industrial (a metals fabricator currently working on this project). Work will include 8 of 9 items identified in the inspection report and summarized below:

Item 1 – Repair Aeration Basin

Locations were identified and marked where the wall coating has failed. This condition can lead to spot corrosion which can occur at an accelerated rate.

Subcontractor will remove loose topcoat of peeling (or missing) coal tar epoxy which has formed blisters. Expose base primer coat. Repaint with two-part coal tar epoxy.

Item 2 – Clarifier Circular Walkway Supports

The steel supports under the perimeter walkway are showing signs of significant corrosion. Subcontractor will mechanically remove rust and re-paint with 2-part coal tar epoxy. This will be done in approximately sixty (60) locations.

Item 3 – Main Walkway Bridge

Under the main walkway that crosses the center of Plant E, significant corrosion was observed in the steel beams that support the aluminum grating. Subcontractor will remove the aluminum grating (80 linear feet) and fifty (50) post mounts in each section exposing rusted and corroded areas. Corrosion will be mechanically removed using a grinder or wire wheel. The supports will then be re-coated with white two-part epoxy paint. Grating and post mounts will then be re-installed.

Item 4 – Skimmer Arm

Item not included and is being performed by CSID Staff.

Item 5 – Clarifier Wall Outer Top Perimeter Channel

The top perimeter channel acts as a collection trough for the clarifier. The edges of the channel are experiencing significant corrosion. Subcontractor will mechanically remove rust and repaint entire top clarifier wall perimeter channel (inside and out) using 2-part coal tar epoxy to a depth of 12-inches below the top of the clarifier wall channel.

Item 6 – Vertical RAS Box Feed Pipe

The 12-inch diameter vertical return activated sludge box feed pipe has experienced significant corrosion. Subcontractor will mechanically remove rust and repaint using 2-part coal tar epoxy.

Item 7 – Remove (2) Existing Aluminum Slide Gates.

Aluminum slide gates and tracks are located within the aeration basin to permit inter-basin flow. The gates have historically been in the closed position and have experienced significant galvanic cell corrosion. Subcontractor will remove the two aluminum slide gates in the aeration tank and install a new ¼-inch thick steel plate to cover the opening to the bulkhead. Any rust where the gate frames were attached to the bulkhead will be removed. The new plate and frame scars will be painted with 2-part coal tar epoxy.

Item 8 – Replace 6” bulkhead wall overflow pipe.

Item not added as this item was previously included in the original scope for WA-229

Item 9 – Clarifier Scum Beach

The clarifier scum beach has experienced significant corrosion and needs repair. Subcontractor will mechanically remove rust from the scum beach and re-coat using 2-part coal tar epoxy.

Assumptions

Assumptions for the project are as follows:

- OWNER will provide paint for final exterior coating. Newly painted exterior coatings will most likely vary from existing surfaces due to age, fading and weathering.
- Repair coatings will not be warranted due to limited areas of repair and condition of adjacent coatings.
- Rust removal and substrate preparation will consist of mechanical grinding and or wire-wheel brushing. No blasting will be performed.
- The repairs will address the items documented in the CPI Inspection Report. There may be other minor corrosion coating issues inside Package Plante E that may be discovered later. These other issues are not included in this scope.

- Engineered drawings will not be prepared for the replacement of the sludge transfer piping or air-lift line.
- Working hours will be Monday through Friday from approximately 7:00 AM until 5:00 PM.
- Building permits are not required for work as this is considered maintenance on existing equipment.
- The construction allowance from WA-239 (\$50,000) is hereby authorized to be used to address the items included in this contract change order.
- A new construction allowance is included in Change Order 2 in the amount of \$20,000. This fee will only be accessed through written authorization of OWNER. Any unspent allowance will be de-funded through a Change Order during project closeout.

Section 3 – Location

The services to be performed by the FIRM shall be conducted on WWTP Package Plant E at the CSID Wastewater Utility campus.

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Construction improvements identified in Section 2

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	Day 0
Mobilize	Week 1
Tank Repair and Coatings	Week 1 – 8
Owner Review of tank and coating improvements	Week 8
Firm to replace diffusers	Week 6 – 8
Test diffusers	Week 9
Project closeout	10 weeks after execution of CO-2

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 cost for repairs is \$156,215. Of this amount, \$50,000 will be funded through the previously approved construction allowance. The total fee increase for this Change Order 2 is \$106,215. This sum includes a new construction allowance of \$20,000.**
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.

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.
2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
 3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 5% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 2.5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 2.5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.
 4. When the OWNER reduces the retainage to two and one-half percent (2.5%), FIRM must obtain the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to five percent (5%) if the OWNER determines, at its discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.

5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
 - a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.
 - b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
 - d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).
7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien,

or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.

9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
10. Progress Payments shall be made in accordance with the Local Government Prompt Payment Act. In the event any dispute with respect to any payment or pay request cannot be resolved between the FIRM and OWNER's project staff, FIRM may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq*, demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.
11. The OWNER may refuse to make payment of the full amount because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date

on which the invoice is stamped as received which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or contracted services at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

- 8.1** The OWNER hereby designates 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 Rick Olson as the FIRM's representative.

Section 9 – Insurance

The FIRM shall provide certificate of insurance to the OWNER setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained

at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

The FIRM shall indemnify and hold harmless the OWNER its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of twelve (12) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Mark Ritter
Printed Name of President

Date

Approved as to form and legality

District Counsel

State of Florida
County of Palm Beach

FIRM
Globaltech, Inc.

The foregoing instrument was
acknowledged before me on this

17th day of March, 2025 by

Signature

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

Richard D. Olson, Vice President of Engineering
Name and Title (typed or printed)

Signature of Notary

March 17, 2025
Date

Attachment A

Budget Summary

ATTACHMENT A
WA-229 Change Order 2
Corrosion Repairs within WWTP Plant E

Engineering	\$ 22,726.00
--------------------	---------------------

Construction Services

General Conditions	\$ 14,802.98
Item 1 - Aeration Basin Walls	\$ 12,787.50
Item 2 - Clarifier Circular Walkway Supports	\$ 16,885.00
Item 3 - Main Bridge Supports	\$ 24,024.00
Item 4 - Not included	
Item 5 - Clarifier Wall Outer Channel	\$ 31,036.50
Item 6 - 12" Vertical RAS Box Feed Pipe	\$ 1,578.50
Item 7 - Remove existing Aluminum Gates	\$ 9,542.50
Item 8 - Included in original WA Scope	
Item 9 - Clarifier Scum Beach	\$ 2,832.50
Construction Allowance	\$ 20,000.00

Change Order Budget	\$ 156,215.48
Construction Allowance from WA-239	\$ 50,000.00
Change Order Total	\$ 106,215.48

TENTH ORDER OF BUSINESS

10A



BROWARD CONSTITUTIONAL TAX COLLECTOR

Serving with Excellence

February 2025

CORAL SPRINGS IMPROVEMENT DISTRICT
ATTN: FINANCE/BUDGET DIRECTOR
10300 N.W. 11TH MANOR
CORAL SPRINGS, FL 33071

Re: Implementation of Commission Structure for Ad-Valorem Tax Collection

Dear Funding Agency,

In 2018, Amendment 10 was approved by Florida voters in our state constitution. As a result of this amendment, the Broward County Office of the Tax Collector became an independent constitutionally elected office on January 7, 2025. For the remainder of the Fiscal Year (FY) 2024-25, the Office of the Broward County Tax Collector will continue to operate under the budget approved by the Broward Board of County Commissioners.

Effective October 1, 2025, the Office of the Tax Collector will become a "Fee Office" and will be funded through commissions and fees established under Florida State Statutes. In accordance with Florida Statute 192.091 (2), the Office of the Tax Collector will begin charging a commission on the amount of the real and tangible personal property taxes and special assessments collected and remitted in Broward County.

This change will have an impact on your FY 2025-26 budget development process. Therefore, we are providing this notice to ensure sufficient time to adjust your budgets to address the change in tax proceeds to your municipality.

To assist in projected impact this change will have, a projected commission impact report is included, based on the distributions completed from November 1, 2024, through December 31, 2024. We will continue to provide additional impact reports as we approach this change.

Any unused commission collected by our office per Florida Statutes 218.36(2) will be reallocated and distributed to the respective taxing authorities as mandated by state statute at the end of the fiscal year.

If you have any questions regarding this change or require further clarification, please do not hesitate to contact our office.

Sincerely,

Abbey Ajayi
Broward Constitutional Tax Collector



115 S. Andrews Ave. A100
Fort Lauderdale, FL 33301



inquiries@browardtax.org



954-357-9503

CORAL SPRINGS IMPROV COMMISSION IMPLEMENTATION IMPACT

Funding Agency	Agency Code	Distribution Category	Distribution Date (Month)	A: Allocated	B: Commission	C: Distributed Amt	Distribution Date	Distribution ID	D: Projected Commission Impact
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Delinquent	November	6.27	0.13	6.14	11/6/2024	2057	0.12
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Current	November	490,364.39	9,807.28	480,557.11	11/19/2024	2060	9,810.71
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Installment	November	34,647.92	692.96	33,954.96	11/19/2024	2060	693.10
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Current	December	743,443.96	14,868.88	728,575.08	12/3/2024	2061	14,874.22
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Delinquent	December	6.27	0.12	6.15	12/3/2024	2061	0.12
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Installment	December	210.60	4.21	206.59	12/3/2024	2061	4.21
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Current	December	2,014,663.45	40,293.29	1,974,370.16	12/12/2024	2065	40,305.09
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Installment	December	2,380.00	47.58	2,332.42	12/12/2024	2065	47.52
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Current	December	33,698.52	673.95	33,024.57	12/23/2024	2067	674.01
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate Installment	December	1,614.52	32.33	1,582.19	12/23/2024	2067	32.24
CORAL SPRINGS IMPROVEMENT DIST	CS	Real Estate & Tangible	November & December	3,321,036.10	66,420.73	3,254,615.37			66,441.34



ABBEY AJAYI

TAX COLLECTOR - BROWARD COUNTY

INTEGRITY AFFECTION TRANSPARENTLY

Office of Abbey Ajayi
Broward Constitutional Tax Collector
115 S. Andrews Ave, Room A100
Fort Lauderdale, FL 33301

PRSRT 1ST CLASS 030125

FIRST-CLASS
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CORAL SPRINGS IMPROVEMENT DISTRICT
ATTN: FINANCE/BUDGET DIRECTOR
10300 N.W. 11TH MANOR
CORAL SPRINGS, FL 33071

LAC655B 33071



10C



Coral Springs Improvement District Legislative Update March 7, 2025

The Legislature officially convened on Tuesday for the 2025 Regular Session. However, putting aside the pomp, circumstance, welcoming remarks and the State of the State address by Governor DeSantis, opening day was just another day, in another long week in Tallahassee.

The three Special Sessions and five weeks of pre-session legislative committee meetings left little rest for the Legislature in Tallahassee. As a result, Week 1 of the Regular Session “felt” like more of continuation of the process, rather than start of a new lawmaking cycle.

Nearing the pre-session bill filing deadline last week, nearly 1000 new bills filed in the final days prior to Regular Session. Making up over half of the 1,837 total bills filed, the last-minute flood of bills sets the pace for a busy 55 days ahead. The process of assessing bills and moving them through the committee process now takes center stage.

Legislation of Interest (listed alphabetically)

Activities of Special Districts – [HB 1253](#) by Rep. Hillary Cassell (R-Hollywood) and [SB 1518](#) by Sen. Bryan Avila (R-Hialeah Gardens) allow hospital special districts to form and control joint ventures and collaborations.

Advanced Wastewater Treatment – [HB 861](#) by Rep. Lindsay Cross (D- St. Petersburg) and [SB 978](#) by Sen. Lori Berman (D-Boynton Beach) implement new regulations for wastewater treatment to enhance environmental quality by directing the Department of Environmental Protection to collaborate with water management districts and sewage facilities to produce a comprehensive assessment by December 31, 2025, detailing the condition, capacity, treatment levels, and environmental impact of large sewage disposal facilities.

Adverse Personnel Actions Against Employees – [HB 495](#) by Rep. Yvette Benarroch (R-Naples) and [SB 352](#) by Sen. Don Gaetz (R-Pensacola) aim to protect employees from retaliatory actions by agencies or independent contractors for disclosing violations to the Commission on Ethics. These bills, among other things, prohibit agencies and independent contractors from retaliating against employees who report certain misconduct, require disclosed information to include violations or suspected violations, and protect whistleblowers who provide information from retaliation.

Agency Agreements Providing Financial Assistance to Special Districts – [HB 1369](#) by Rep. Chad Johnson (R-Newberry) modifies the provisions for including special districts in

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agency agreements that distribute federal or state financial assistance. This bill expands the eligibility to include special districts whose geographic boundaries are within counties or municipalities designated as rural or areas of opportunity and authorizes the inclusion of a provision for advance invoice payments to alleviate financial hardships, extending this not only to municipalities and counties but also to eligible special districts.

Display of Flags by Governmental Entities – [HB 75](#) by Rep. David Borrero (R-Doral) and [SB 100](#) by Sen. Randy Fine (R-Melbourne) mandate restrictions on flags displayed by governmental entities and gives U.S. military members certain protections and roles concerning the U.S. flag. These bills define “governmental entity” to include units of local government, including special districts, and prohibits these entities from displaying flags representing a political viewpoint.

Status: SB 100 passed its first committee

Distributed Wastewater Treatment System Permits – [HB 645](#) by Rep. Bill Conerly (R-Lakewood Ranch) and [SB 796](#) by Sen. Jennifer Bradley (R-Flemming Island) amend Florida Statutes to provide for the permitting of distributed wastewater treatment systems by authorizing a general permit for replacing septic systems with distributed wastewater treatment systems, allowing installations to proceed without further agency action if certain conditions, including design and capacity limits, are met 30 days prior to installation.

Electronic Payment of Public Record Fees – [HB 671](#) by Rep. Daryl Campbell (D-Fort Lauderdale) and [SB 798](#) by Sen. Daryl Rouson (D-St. Petersburg) mandate agencies to offer an electronic payment option for public records request fees.

Ethics – [SB 348](#) by Sen. Don Gaetz (R-Pensacola) and [HB 399](#) by Rep. Patt Maney (R-Fort Walton Beach) create new regulations to prevent the misrepresentation of military service by public officials and imposes penalties for violations. These bills prohibit false claims regarding military service, awards, or qualifications including wearing unauthorized uniforms or insignia.

Status: SB 348 passed its second committee this week.

Governmental Entity Access to and Use of Vendor Background Information – [HB 1153](#) by Rep. Fiona McFarland (R-Sarasota) and [SB 1278](#) by Sen. Nick Diceglie (R-Tampa) expand the authority of the Department of Management Services and the uses of vendor background information by governmental entities by authorizing the Department of Management Services to grant governmental entities access to electronic systems providing background information on vendors.

Improvements to Structures on Agricultural Lands – [HB 589](#) by Rep. Robert Brackett (R-Vero Beach) and [SB 786](#) by Sen. Keith Truenow (R-Tavares) amend Florida Statutes to update the assessment practices for agricultural property improvements. These bills exempt all agricultural improvements that are used for agricultural purpose on lands classified as

agricultural from assessment and applies the amendment first to the 2026 ad valorem tax roll.

Municipal Water and Sewer Utility Rates – [HB 11](#) by Rep. Felicia Robinson (D-Miami Gardens) and [SB 202](#) by Sen. Shev Jones (D-Miami Gardens) amend legislation for municipal water and sewer rates to standardize charges between residents inside and outside a municipality. These bills would require municipalities that operate utilities beyond their boundaries to offer two main pricing options for consumers outside their limits, and put certain caps on applicable surcharges. Though the bills do not apply to a special district, we thought CSID might find them interesting.

One Water Approach to Water Resource Management – [SB 1846](#) by Sen. Keith Truenow (R-Tavares) and [HB 661](#) by Rep. Jon Albert (R-Winter Haven) encourage the Senate to support the One Water approach for holistic and sustainable water resource management in Florida. These bills would support regional, integrated management of all water resources by water utilities and other users to balance demand, supply, and environmental protection, using the Florida One Water Commission's collaborative and integrated systems approach.

Protections for Public Employees Who Use Medical Marijuana as Qualified Patients – [SB 142](#) by Sen. Tina Polsky (D-Boca Raton) and [HB 83](#) by Rep. Mitch Rosenwald (D-Oakland Park) define the protections for public employees in Florida who are qualified medical marijuana patients. The bills prohibit public employers from taking adverse personnel actions based on an employee's or applicant's qualified medical marijuana use, with specific exceptions related to job performance impairment.

Public Records – [SB 1434](#) by Sen. Daryl Rouson (D-St. Petersburg) revises public records access and processes including fees, response time, and penalties for noncompliance. This bill mandates custodians of public records to acknowledge requests promptly and respond within three business days by providing records, an estimate of time for fulfillment, or citing a denial with statutory exemptions and prohibits agencies from charging fees if they fail to act within the mandated three days after receiving a request, among other things.

Public Records/Public Officers – [SB 268](#) by Sen. Shev Jones (D-Miami Gardens) and [HB 789](#) by Rep. Susan Valdes (R-Tampa) expand exemptions from public records requirements for home addresses, telephone numbers, and other identification details of current public officers, their spouses, and their children. These bills would allow for the disclosure of exempt information to other agencies if necessary for their duties.

Status: SB 268 passed its first committee this week.

Revenue Administration – [HB 1303](#) by Rep. Jim Mooney (R-Key Largo) and [SB 192](#) by Sen. Joe Gruters (R-Sarasota) revise Florida Statutes related to property appraisers and non-ad valorem assessments. These bills revise the powers of county legislative bodies, specifically relating to the levy and collection of taxes, amends the roles of ex officio officers in county water and sewer districts, emphasizing uniform tax administration, and standardize language across statutes.

Sanitary and Storm Water System Standards – [HB 793](#) by Rep. J.J. Grow (R-Inverness) and [SB 1436](#) by Sen. Stan McClaim (R-Ocala) mandate compliance with specific Department of Transportation standards for sanitary and storm water systems across counties and municipalities in Florida, including inspections by licensed professionals and overriding local standards.

Special Districts – [SB 986](#) by Sen. Keith Truenow (R-Tavares) and [HB 973](#) by Rep. Toby Oberdorf (R-Stuart) contain provisions beneficial to special districts and are supported by the Florida Association of Special Districts.

The benefits include:

- Allowing local governments, including special districts, to use their own websites for public advertisements and notices;
- Prohibiting municipalities from assuming services in annexed areas where an independent fire control district is present and maintaining the district’s service provision and taxing authority;
- Limiting liability to independent special districts that provide the public with access to district lands or water areas for outdoor recreational purposes;
- Expanding the types of government entities off of which a special district can “piggy-back” a contract for goods or services to include educational institutions, the state, other states, the federal government, nonprofit entities, purchasing cooperatives, and other political subdivisions;
- Eliminating future performance reviews for independent fire control districts; and
- Enabling special districts to require criminal background checks for positions critical to security or public safety.

Stormwater Management Systems – [SB 810](#) by Sen. Danny Burgess (R-Zephyrhills) mandates annual inspections of stormwater management systems by political subdivisions.

Suits Against the Government – [HB 301](#) by Rep Fiona McFarland (R-Sarasota) and [SB 1570](#) by Sen. Nick DiCeglie (R-St. Petersburg) increase statutory limits on liability for tort claims against the state, its agencies, and subdivisions and amends various aspects of associated state law. These bills increase the damage cap on for causes of action between July 1, 2025 and September 30, 2030, to \$1 million for a claim by any one person and \$3 million for multiple claims or judgements that arise out of the same incident or occurrence. On or after October 1, 2030, the limits increase to \$1.1 million per person and \$3.2 million per incident or occurrence.

Status: HB 301 passed its first committee.

Water Management Districts – [SB 7002](#) by the Senate Environment and Natural Resources Committee and [HB 1196](#) by Rep. Bill Conerly (R-Lakewood Ranch) create new regulations and reporting requirements for Florida’s water management districts and revises various aspects of budgeting, taxation, project management, and operational protocols. These bills

prohibit water management districts from using state funds as local matches for state grant programs unless specifically allotted for that purpose and allow districts to levy ad valorem taxes by a majority board vote and through referendums for capital improvement projects, detailing requirements for millage rates and expiration, among other things.