AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 2, 2024
7:00 PM

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:
Mayor Jim Kuretski
Vice-Mayor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

If you would like to speak on any item, please submit a Comment Card.

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

1. March 19, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC BUSINESS

2. **Resolution 3-24**, Approving contract EPW 2024-13, Park Landscape Maintenance to Kerner LLC DBA Kerner Environmental in an amount not to exceed $75,869.84.

3. **Resolution 36-24,** Approving the award of EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. in an amount not to exceed $153,790.

4. **Resolution 42-24,** Approving the Renewal of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal with K & S Services of South Florida, Inc. in an amount not to exceed $107,064.20.

5. **Sims Creek Open Space - Outside Agency Funding**
   A. Resolution 43-24, Accepting Jupiter Inlet District's contribution of $25,000 for for improvements at Sims Creek Preserve.
   B. Resolution 44-24, Approving a grant agreement between Florida Department of Environmental Protection and the Town of Jupiter for Sims Creek Preserve.

6. Approving the use of State Forfeiture funds for a donation to the Gulf Stream Council's Learning for Life Explorer Program to support the Law Enforcement Explorer Academy in the amount of $7,000.

7. Approving the use of State Forfeiture Funds for expenditures to hold the Annual Jupiter Police Soccer Tournament in the amount $9,428.

8. Approving the Annual License Renewal for Arctic Wolf Managed Detection and Managed Response Cybersecurity Protection in the amount of $100,186.42.

9. Approving the Annual License Renewal for VMware Virtual Server Host Software in the amount of $89,454.95.

REGULAR AGENDA

PUBLIC BUSINESS

10. Approving the 2024 appointments to the Town's Boards and Committees, and Countywide Organizations.

11. Selection of Town of Jupiter Vice-Mayor 2024-2025.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
April 16, 2024, Town Council Chambers
May 7, 2024, Town Council Chambers

NOTICE
Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings
= no materials attached *revisions may occur*
www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting
While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. Persons with disabilities requiring accommodations in order to participate in the meeting should cont

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MARCH 19, 2024

Mayor Kuretski called the meeting to order at 7:00 P.M.

Roll Call: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Cameron May; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill. Councilor Andy Fore and Councilor Malise Sundstrom were absent.

CITIZEN COMMENTS

Mr. Joseph Hackett, resident of Prescott Drive, stated he did not support the proposed changes to the Abacoa master plan. He believed the changes would not benefit the residents only the developer.

Ms. Dawn Zangara, resident of Prescott Drive, spoke regarding the proposed amendment to the master plan of Abacoa and asked Council to deny the request.

Ms. Debbie McDonough, resident of Barbados Drive, asked Council to deny the change to the Abacoa master plan.

Ms. Fran Buckley, resident of Bermuda Drive, mentioned she did not support the changes and suggested Council deny the request.

MINUTES

1. March 5, 2024 Town Council Meeting Minutes.

Vice-Mayor Delaney moved to approve March 5, 2024 Town Council Meeting Minutes; seconded by Councilor May; motion passed.

Kuretski	Delaney	May
Yes	Yes	Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

Vice-Mayor Delaney moved to approve the Consent Agenda; seconded by Councilor May; motion passed.

Kuretski	Delaney	May
Yes	Yes	Yes

PUBLIC HEARING

2. **Ordinance 4-24, Second Reading**, Applications for rehearing - Town-initiated Zoning Text Amendment to Section 27-264.

Title read by Mr. Baird.

3. **Ordinance 6-24, Second Reading,** Town initiated zoning text amendment to Section 27-1, 27-2304 and 27-2305, Exceptions to Development Regulations and Definitions.

   Title read by Mr. Baird.

4. **Ordinance 8-24, First Reading,** Town-initiated Zoning Text Amendment to Section 27-3191, Increasing non-residential Linkage Fees. (Second Reading 4/16/2024).

   Title read by Mr. Baird.

CONSENT AGENDA

PUBLIC BUSINESS

5. **Resolution 2-24**, Approving EPW 2024-12, Landscape and Irrigation Maintenance to Arazoza Brothers Corporation in an amount not to exceed $949,805.82.

6. **Resolution 4-24**, Application of Consumer Price Indexing to the Rate for Irrigation-Quality Water Sold to the Loxahatchee River District.

7. **Resolution 14-24**, Contract Award to Florida Armature Works, Inc., Mader Electric, Inc. and Tripp Electric Motors, Inc. for Repair of Pumps and Electric Motors (W2414)

8. **Pine Gardens North Infrastructure Improvements (WS2012)**
   A. Resolution 33-24, Tender and Settlement Agreement with Developers Surety and Indemnity Company
   B. Resolution 34-24, Contractor Takeover and Completion Agreement with Giannetti Contracting Corporation, Inc.

9. **Resolution 35-24,** Approving EPW 2024-14, Community Center HVAC Cleaning and Remediation to Air Duct Aseptics, LLC in an amount not to exceed $67,199.

10. **Resolution 38-24,** Approval PZ 2023-03, contract addendum for Professional Services for Scanning and Digitizing Files with Documax LLC for a total project cost not to exceed $59,330.

REGULAR AGENDA

PUBLIC BUSINESS

11. **Resolution 40-24,** for the Authorization Notice of Establishment of the Quiet Zone to the Federal Railroad Administration.

    Mr. Thomas Hernandez, Director of Engineering and Public Works, gave a brief synopsis of the Resolution which would allow Staff to submit a Notice of Establishment for Quiet Zone to the Federal Railroad Administration (FEC).

    Mr. Bruce Balsam, resident Jupiter Cove Drive, stated that since Brightline had started to come through, there had been more trains passing. He noted they were very loud and supported a quiet zone for all crossings.

    Mr. Curt Dempsey, resident Dolphin Drive, stated the noise from trains was unbearable and supported the quiet zone.

    Mr. Raymond Richards, resident of Old Jupiter Beach Road, said he lived a quarter of a mile from the tracks and was not able to sleep because of the noise. He supported the quiet zone.

PUBLIC BUSINESS

11. Resolution 40-24, for the Authorization Notice of Establishment of the Quiet Zone to the Federal Railroad Administration.

Mr. Dempsey came back up and stated the train trestles were constantly down, which was inhibiting people from getting their boats out.

Ms. Barb Talty, resident of Diamante Way, discussed the numerous times the horns were blown by the trains. She stated the noise was a nuisance to the residents and supported the quiet zone.

Mayor Kuretski explained when the Brightline was extended to the north it had already been in the south for some time and this was why there were established quiet zones. He noted the Federal Government had approved speeds up to 110 miles per hour and stated Council would not have approved those speeds.

Mayor Kuretski discussed railroad's inherent rights, Brightline approval, engineering concerns, funding, and the federal grant for fencing. He went over the FEC fencing and their decision to halt installing them. He stated the FEC was working with Brightline to go through the issues so they could commence installing the fence plus the scope and approval of the federal grant.

Mayor Kuretski reviewed a presentation from 2022 regarding safety fencing for the Brightline High Speed Rail service. He emphasized pedestrian safety at Pine Gardens South, North of Indiantown Road and North of Riverside Drive where the safety fencing would be installed. He reviewed the train speeds through crossing locations and quiet zones.

Mayor Kuretski read a section from the Vision Zero Resolution 53-22, "the Town Council hereby adopts Vision Zero as the policy for all railway and roadway corridors and traffic safety in the Town of Jupiter and directs near and long-term traffic planning to be based on Vision Zero principles." He stated public safety was paramount.

Mayor Kuretski asked Staff to explain to residents an expected timeframe they could expect an enacted quiet zone if voted on tonight.

Mr. Hernandez said if Council agreed tonight to enact quiet zones at all six locations Staff would forward the signed resolution to various regulatory agencies. He explained there would be a 21-day waiting period which would give Staff time to replace signage. Mr. Hernandez noted if Council only enacted a portion of quiet zoning they would need to restart the process and would extend the timeframe.

Mayor Kuretski clarified after quiet zones were approved it would be effective immediately.

Mr. Hernandez said after the regulatory agencies approve and all signage was complete essentially the quiet zone could be implemented immediately.

Councilor May asked if the Town had a plan to install supplementary safety measures (SSM's) at Center Street and Riverside Drive.

PUBLIC BUSINESS

11. **Resolution 40-24,** for the Authorization Notice of Establishment of the Quiet Zone to the Federal Railroad Administration.

    Mr. Hernandez said Staff did not move forward with the quad gates. He mentioned the Town could still request for them to be added to the raised grant or another means.

    Councilor May said he did not think the Town needed to wait for fencing to establish quiet zones, Vice-Mayor Delaney agreed.

    Vice-Mayor Delaney stated the Town was proud of its small town feel and with the train sounds he felt it was starting to feel like an urban environment. He noted he was not willing to wait on the fencing due to impact of the sounds.

    Mayor Kuretski asked the Vice-Mayor Delaney to sign the Notice of Establishment to establish a new quiet zone within Town of Jupiter letter and execute the resolution. He stated he was supportive except for two zones and he could not rationalize signing because as an elected official and engineer he was bounded to support public safety.

    Councilor May moved to approve Resolution 40-24; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	May
No	Yes	Yes

REPORTS

TOWN ATTORNEY- NONE

TOWN MANAGER

- 2024 Legislative Session Final Report – Mr. Kitzerow stated they were tracking the final report and currently the West Indiantown Road and Community Webcams funding was on the Governor's desk for signature.

- Town's Utilities Department – Mr. Kitzerow shared that the Town's Water Utility received notice that they were selected as a recipient of the Florida Department of Environmental Protection's (FDEP) 2023 Drinking Water Plant Operations Excellence Award in recognition of outstanding treatment plant operation, maintenance, and compliance.

- Public Input meetings – Mr. Kitzerow mentioned the Town previously had two public input workshops for the Community Redevelopment Agency (CRA) plan and the Parks and Recreation Facilities Master Plan.

- Police Nighttime Traffic Safety Campaign – Mr. Kitzerow stated the Police Department was starting a new safety campaign providing awareness and educational messages on various safe driving topics to include overall traffic safety.

- Service Award 20-year Anniversary – Mr. Kitzerow congratulated Ms. Jenny Bryant on achieving the remarkable milestone of 20 years of dedicated service with the Town. He stated there were over 90 employees currently in the Club 20.

REPORTS
TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR MAY

- Traffic at Riverside Drive and Alternate A1A Intersection – Councilor May stated there had been a significant increase in traffic and accidents and asked Staff to reach out to Palm Beach County about changing the light timing.

  Mr. Kitzerow said Staff would follow up.

VICE MAYOR DELANEY

- FEC/Brightline bridge Schedule app – Vice Mayor Delaney asked about the app that monitors the bridge expected openings. He also mentioned the boat backup and safety issues.

MAYOR KURETSKI

- Proposed Abacoa Master Plan – Mayor Kuretski explained the process of how a development project comes before Council. He stated Council previously has a presentation and allowed the project to move within the process but did not necessarily support the project. He mentioned the development should be meeting with the public to get consensus. He also mentioned a Code change would be required first to allow an increase in the number of units in that district.

ADJOURNMENT- 8:04 P.M.

_____
Laura Cahill, Town Clerk

TOWN OF JUPITER
Approval of Resolution 3-24 for the Award of Contract EPW 2024-13, Park Landscape Maintenance

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 3-24 for the Award of Contract EPW 2024-13, Park Landscape Maintenance to Kerner LLC DBA Kerner Environmental in an amount not to exceed $75,869.84.

EXECUTIVE SUMMARY
Town staff is providing Resolution 3-24 for consideration by Town Council for approval of Contract EPW 2024-13, Park Landscape Maintenance with Kerner LLC DBA Kerner Environmental (Kerner Environmental) in an amount not to exceed $75,869.84.

The scope of work for this project consists of mowing, edging, and weed control in fifteen (15) neighborhood parks, forty (40) times per year. As a part of the scope of work, the selected contractor shall perform fertilization all turf areas in seven (7) parks three (3) times per year, litter control fifty-two (52) times a year, and a one-time annual application of mulch in five (5) parks. The current park maintenance contract expires on May 31, 2024.

On March 5, 2024, bids were opened for the subject Contract. Town staff reviewed all bids and determined that Kerner Environmental is the lowest, most responsive, and responsible bidder with a total bid amount of $75,869.84. Town staff contacted references provided by Kerner Environmental and received positive feedback on the quality of their work and timely completion of their projects.

ANALYSIS
Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy. Town staff is providing Resolution 3-24 for consideration by Town Council for approval of the award of Contract EPW 2024-13, Park Landscape Maintenance to Kerner Environmental in an amount not to exceed $75,869.84.

Given the start date for the Contract is June 1, the Contract overlaps the fiscal year operating budgets. Town Staff anticipates encumbering $23,989.52 in FY 2024, with the remainder of the funds to be encumbered on October 1, at the start of FY 2025. Sufficient funds are available to fund the work through the remainder of FY 2024, as shown below under Funding Source.

In the event the Town Council approves Resolution 3-24, the Mayor will be authorized to execute the Contract on its behalf. See attached Draft Contract.

STRATEGIC PRIORITY

● Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 3-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

X	Approved in Budget	$26,000 FY 2024	Sources: PW Operating Budget 00132572-534000
	Additional Funding Requested	N/A	Sources: N/A

For more information or to request attachments, please contact Catherine Morosco at catherinemo@jupiter.fl.us or 561-741-2766.

RESOLUTION NO. 3-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, FOR THE AWARD OF CONTRACT EPW 2024-13, LANDSCAPE AND IRRIGATION MAINTENANCE TO KERNER LLC DBA KERNER ENVIRONMENTAL IN AN AMOUNT NOT TO EXCEED $75,869.84 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statues and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for EPW 2024-13, Park Landscape Maintenance; and

WHEREAS, the scope of work for this project consists of mowing, edging, and weed control in fifteen (15) neighborhood parks forty (40) times per year, fertilizing all turf areas in seven (7) parks three (3) times per year, litter control fifty-two (52) times a year, and a one-time annual application of mulch in five (5) parks; and

WHEREAS, based on the information provided by Town Staff, Town Council has determined the Kerner LLC DBA Kerner Environmental is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-13, in an amount not to exceed $75,869.84 to Kerner LLC DBA Kerner Environmental; and

WHEREAS, the Town has sufficient funds in its fiscal year 2024 operating budget available for the funding of the Contract through the end of the fiscal year, with the remaining balance of the Contract to be budgeted in fiscal year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contract with Kerner LLC DBA Kerner Environmental in an amount not to exceed $75,869.84.

Section 3. This Resolution shall take effect immediately upon its execution.

Request for Quote Opening Date: March 5 , 2024
Opening Time: 1:30 PM

BID TABULATION
PARK LANDSCAPE MAINTENANCE
EPW 2024-13
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY Not Required
Kerner LLC DBA Kerner Environmental 783 Spruce Ridge Drive Stuart, FL 34994	$75,769.84	**$75,869.84**	N/A
Terracon Services Inc. 18241 131st. Trail N. Jupiter, FL 33478	$80,535.00	$80,535.00	N/A
Arazoza Brothers 7027 SW 87th Court Miami, FL 33173	$83,450.00	$83,450.00	N/A
Fresh Start Maintenance Inc. 2660 Carambola Road West Palm Beach, FL 33406	$85,400.00	**$85,500.00**	N/A
Turf Design and Associates LLC 1312 W 6th Street Riviera Beach, FL 33404	$125,700.00	**$125,800.00**	N/A
Chris Wayne and Associates 15863 97th Drive North Jupiter, FL 33478	$147,850.00	$147,850.00	N/A
Property Works 1201 Roebuck Ct. WPB, FL 33401	$165,238.18	**$165,338.18**	N/A
Red Font Denotes a difference in the Base Bid Sum and Reviewed Calculated Bid			

April 2, 2024

Ian Kerner
Kerner LLC DBA Kerner Environmental
783 NW Spruce Ridge Drive
Stuart Florida, 34994

Re: EPW 2024-13 Park Landscape Maintenance

Dear Mr. Kerner:

In accordance with your firm's proposal dated March 5, 2024 (copy attached), as amended by this letter and in accordance with the Scope of Work (Exhibit 1 attached), upon execution of this Letter Contract you are authorized to proceed with park landscape maintenance for the Fixed Not To Exceed Price of Seventy Five Thousand Eight Hundred Sixty Nine Dollars and Eighty Four Cents ($75,869.84). The Fixed Not to Exceed Price shall be for all the Work and include, but not be limited to, all labor, supervision, travel time, equipment, material, supplies, permits, fuel, project overhead, home office overhead, any incidentals, and profit required to complete the scope of work.

In accordance with Paragraph 1.3 of the Contract Standard Terms and Conditions, the contract term for performance of the work has been established at 365 Calendar Days. The term of performance shall commence on June 01, 2024 and unless renewed by the Town in accordance with the Invitation to Bid, it shall terminate on May 31, 2025.

The Town of Jupiter Letter Contract Standard Terms and Conditions are attached, as well as the Town of Jupiter Supplemental Agreement Form, Payment Application, and Certification Disbursement of Previous Periodic Payment to Subcontractor's form and are incorporated by reference into this Letter Contract. All work, operations, and submittals shall be done in accordance with these terms and conditions. As required in Condition 1.24, all contract changes shall be authorized in writing by the Town of Jupiter prior to initiating and completing the work.

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy of this letter contract with proof of insurance, as indicated above, to this office. Please mail the signed original to this office. You are required to obtain a Town of Jupiter Permit, if applicable, prior to the start of work. All correspondence, including invoices, shall reference Contract EPW 2024-13. Your cooperation is appreciated.

Please see the attachment signature page for your firm's execution. If you have questions, please contact us.

Sincerely,

Thomas Hernandez, P.E., Director of Engineering and Public Works

CONTACT EPW 2024-13

ATTEST

By: _____
Laura E. Cahill, Town Clerk

THE TOWN OF JUPITER

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

_____
Printed Name

_____
Title

Attested By: _____
Signature

_____
Printed Name

_____
Title

Town of Jupiter Letter Contract Standard Terms and Conditions - Contractor

1.1. The CONTRACTOR shall furnish all equipment, tools, labor, and other necessary items for the performance of the work, and shall perform the required work in accordance with Exhibit 1, Scope of Work.

1.2. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a Landscape Maintenance Contractor in the State of Florida, and also shall obtain a business tax receipt from Palm Beach County prior to commencing any work under the CONTRACT.

1.3. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT TERM may be changed only by a change order or written amendment. Unless extended or terminated, the TERM of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and terminate on May 31, 2025.

1.4. As a condition precedent to an extension of CONTRACT Time the CONTRACTOR must submit to the TOWN: A preliminary request for an extension of CONTRACT Time in writing to the TOWN within seven (7) calendar days after the commencement of a delay to any work activity that will delay the overall completion of the project. If the CONTRACTOR fails to submit this required preliminary request for an extension of CONTRACT Time, the CONTRACTOR fully, completely, absolutely and irrevocably waives any entitlement to an extension of CONTRACT Time for that delay.

1.5. No damages for CONTRACT delay. No claims for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

~~1.6. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, $_____ (_____ dollars), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.~~

~~1.7. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.~~

1.8. The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the TOWN of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. No deviations shall be made by the CONTRACTOR, unless explicitly authorized by the TOWN. All approved deviations from the Specifications and Plans will be compiled and provided to the TOWN. The TOWN may furnish from time to time such detail Plans and other information considered necessary to clarify the CONTRACT Documents.

1.9. Perform all work to the satisfaction of the *Director of Engineering, Public Works or his Designee*. The Engineer will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

1.10. Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of

work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents

1.11. The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONRACT, which must include the following coverage's and minimum limits of liability.

1.12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.

1.13. COMPREHENSIVE GENERAL LIABILITY $2,000,000.00 General Aggregate - with the minimum limits of $1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

1.14. BUSINESS AUTO LIABILITY with minimum limits of $1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

1.15. The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACT. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

1.16. For $100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

1.17. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, County or City law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

1.18. The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN

1.19. The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

1.20. The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

1.21. The CONTRACTOR shall be responsible for all cutting and patching necessary for the installation of temporary or permanent materials, equipment and Incidentals. The CONTRACTOR shall

schedule and sequence work to avoid cutting and patching permanent finished work. The CONTRACTOR shall not cut or patch permanent work without the prior written approval of the Engineer. The costs associated with any necessary cutting and patching are considered incidental to the work and will not be measured or paid for separately.

1.22. Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The CONTRACTOR is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the CONTRACTOR'S operations.

1.23. If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the TOWN. All payment requests shall be submitted on an approved Town of Jupiter Contractor Invoice form accompanied with a completed Certification Disbursement of Previous Periodic Payment to Subcontractors for any previous disbursements made by the Town. The CONTRACTOR shall provide a final waiver of lien on the standard form attached to this CONTRACT prior to the TOWN making final payment for the work.

1.24. The TOWN reserves the right to make alterations in the character of the work, which involve a change in the nature of the design, in the type of construction or which materially increases, or decreases the cost or time of performance.

1.25. Any other written order from the TOWN, which causes any such change, shall be treated as a Supplemental Agreement under this clause. No additional compensation or change in CONTRACT time will be allowed in the absence of a Supplemental Agreement signed by an authorized TOWN representative. If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for the performance of any part of the work under this CONTRACT, whether or not changed by any order, an equitable adjustment shall be made and the CONTRACT modified in writing accordingly.

1.26. The CONTRACTOR shall give written notice to the TOWN of any claim for an increase in the CONTRACT sum or CONTRACT performance period arising under or relating to the CONTRACT within seven (7) days after the occurrence of the event-giving rise to such claim. Submission of timely notice of intent to file a claim, preliminary time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the CONTRACTOR bringing any circuit court or federal court proceeding against the TOWN for the items and for the sums or time set forth in the CONTRACTOR'S written claim, and the failure to provide such notice of intent, preliminary time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the CONTRACTOR of any right to additional compensation or a time extension for such claim.

1.27. Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article or process which, in the judgment of the Town, is equal to that named.

1.28. The CONTRACTOR warrants to the TOWN that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the TOWN, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the work by the TOWN. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR'S expense.

1.29. All work shall be subject to inspection and testing by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the TOWN shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the TOWN after acceptance of the completed work.

1.30. When, upon completion of the entire scope the Town determines that the CONTRACTOR has satisfactorily completed the work and all punch list work identified during the punch list inspection, the Town will give the CONTRACTOR written notice of final acceptance. The final acceptance date will be the date on which the Contract warranty provisions and the time limitations for latent defects commence.

1.31. The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided in paragraph 1.30. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1910 and 1926, as applicable, and all subsequent revisions and updates.

1.32. The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

1.33. In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN Shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

1.34. Audit: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof, may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors of lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Each Code, Section 20-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

1.35. Lobbying: Respondent(s) are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a respondent or anyone representing the respondent from communicating with any Town Council members, Town Council's Staff, or any employee authorized to act on behalf of the Town to award a particular contract regarding its request for Pre-Qualification, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time of the deadline for submission of the request for Pre-Qualification, and terminates at the time that the Town Council or a Town Department authorized to act on their behalf, awards or approved a contract, rejects all requests for Pre-Qualifications, or otherwise takes action which ends the solicitation process. Respondent(s) may, however contact any Town Council member. Town Council's Staff, or any employee authorized to act on behalf of the Town Council to award a particular contract, via written communication i.e., facsimile, email or U. S. mail. Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

1.36. In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action must be taken to correct the default within ten (10) calendar days thereof, and the default must be corrected to the satisfaction of the TOWN within ten (10) calendar days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the

default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.

1.37. The CONTRACTOR may not employ, directly or indirectly, the mayor, any member of the Town Council or any director or department head of the Town. The Town Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the Town, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder or any business entity in which they have a controlling financial interest. Any affected Town employee may seek a conflict of interest opinion from the Town ethics officer prior to the submittal of a Bid or Proposal by the CONTRACTOR. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

1.38. The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

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 (561) 741-2467, Kalib@jupiter.fl.us

Kali Beams, Engineering Administrative Assistant III
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

1.39. All notices and invoices to the TOWN shall be sent to the following address:

Town of Jupiter

Attention: Catherine Morosco, Special Projects Coordinator

210 Military Trail

Jupiter, FL 33458-5786

1.40. Notice is hereby given that the CONTRACTOR 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 CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

1.41. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

1.42. The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

1.43. If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

1.44. For convenience and to reduce reproduction costs, the Standard Conditions are printed on with a reduced text size. The Town will furnish a full size reproduction upon request of the CONTRACTOR and at no cost to the CONTRACTOR.

END OF STANDARD TERMS AND CONDITIONS

TOWN OF JUPITER
Approval of Resolution 36-24 for the award of EPW 2024-09, Events Plaza Wall Repairs

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 36-24 for the award of EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. in an amount not to exceed $153,790.00

EXECUTIVE SUMMARY

Town staff is providing Resolution 36-24 for consideration by Town Council for approval of the award of Contract EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. (Overland) in an amount not to exceed $153,790.00.

The project construction scope consists of but is not limited to, repairing the damaged wall at the Events Plaza by cleaning, SRW block replacement, non-shrink grout installation, anchor system installation, and sealing spalling block areas along the entire wall in that area.

On February 15, 2024 three (3) bids were received and opened for the subject project; please see attached Bid Tabulation. Town staff reviewed all bids and determined that Associated Construction Products, Inc. was the lowest bidder with a total bid amount of $88,365.00. Given Associated Construction Products, Inc. did not provide all the requirement paperwork, their bid had to be rejected.

Subsequently, the second lowest bidder Overland was determined as the most responsive and responsible bidder with a total bid amount of $153,790.00. Town staff contacted references provided by Overland and received positive feedback on the quality of their work and the timely completion of their projects.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's purchasing policy. Town staff is providing Resolution 36-24 for consideration by Town Council for approval of the award of Contract EPW 2024-09, Events Plaza Wall Repairs to Overland Construction Co., Inc. in an amount not to exceed $153,790.00.

In the event the Town Council approves Resolution 36-24, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Resolution 36-24
2. Bid Tabulation
3. Draft Contract

FUNDING SOURCE

X	Approved in Budget	$93,900.00	Sources: Riverwalk Gravity - C2302 - 19020315 - 563000
X	Additional Funding Requested	$59,890.00	Sources: CRA Contingency - 19020315-599001

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us and/or 561-741-2467.

RESOLUTION NO. 36-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDING CONTRACT EPW 2024-09, EVENTS PLAZA WALL REPAIRS TO OVERLAND CONSTRUCTION CO., INC. IN AN AMOUNT NOT TO EXCEED $153,790.00 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statues and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town's Engineering and Public Works Department solicited bids for the project EPW 2024-09, Events Plaza Wall Repairs; and

WHEREAS, the scope of work for the Events Plaza Wall Repairs consists of but is not limited to repairing the damaged wall at the Events Plaza by cleaning, SRW block replacement, non-shrink grout installation, anchor system installation, and sealing spalling block areas along the entire Riverwalk; and

WHEREAS, based on the information provided by Town Staff, Town Council has determined that Overland Construction Co., Inc. is qualified to provide the services sought by the Town pursuant to its solicitation of bids; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2024-09 in an amount not to exceed $153,790.00 to Overland Construction Co., Inc.; and

WHEREAS, the Town Community Redevelopment Agency's budget has sufficient funds available for the funding of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the Contract with Overland Construction Co., Inc. in an amount not to exceed $153,790.00.

Section 3. This Resolution shall take effect immediately upon its execution.

Bid Opening Date: February 15, 2024
Bid Opening Time: 2:00 PM

BID TABULATION

EVENTS PLAZA WALL REPAIR

BID NO.: EPW 2024-09

TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
Associated Construction Products, Inc. 25352 Wesley Chapel Blvd Lutz, FL 33559	$74,025.00	$88,365.00	No Bid Bond
Overland Constructions Co., Inc. 1360 W 53rd Street West Palm Beach, FL 33407	$153,790.00	$153,790.00	5% United States Fire Insurance Company
Titan Construction Management LLC 1787 S Pinellas Ave Ste 600 Tarpon Springs, FL 34689	$569,100.00	$569,100.00	5% United Fire & Casualty Company

Form Revised 06/18/20

EPW 2024-09

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
OVERLAND CONSTRUCTION CO., INC

THIS CONTRACT, made this 2nd day of April, 2024, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Overland Construction Co., Inc., 1360 W 53rd Street, West Palm Beach, FL 33407 a Florida Corporation, FEID Number 59-0822418 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide construction services; and

WHEREAS, the TOWN solicited and received bids on February 15, 2024 for the Construction of Events Plaza Wall Repair, Palm Beach County, Florida; and

WHEREAS, the CONTRACTOR has responded to the TOWN'S solicitation and the CONTRACTOR is qualified and willing to provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2024-09 entitled Events Plaza Wall Repairs, ("Project")

1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.

1.2. Examine the CONTRACT Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of Sixty (60) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.

2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.

2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, dollars Forty-Five Dollars and No Cents ($45.00)for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.

2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed One Hundred Fifty-Three Thousand, Seven Hundred Ninety Dollars and No Cents ($153,790.00).

3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

3.3. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

4.1. This Document and all amendments and addendums thereto.

4.2. CONTRACT plans for EVENTS PLAZA WALL REPAIRS AND EPW 2024-09 consisting of plans prepared by Earth Retention dated April 26, 2023.

4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.

4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms

4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

5.1. For $100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands,

damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

5.2. The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, 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.

5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

7. LAW VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

8. CONTRACT AMENDMENTS

This contract may be amended only with the prior written approval of the parties.

9. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

10. ATTORNEY FEES

If either party utilizes legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND THE CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

12. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the Contractor until all goods and materials to be used in the work are incorporated into the Project at the Project site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the Town. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire Project by the Town, not withstanding the fact that periodic payments may have been made during the course of

the contract.

15. FORCE MAJEURE

Notwithstanding any provisions of this Contract to the contrary, the parties shall not be held liable if failure or delay in the performance of this Contract arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, Force Majeure, Act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

16. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

17. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the CONTRACTOR 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 CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'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 the TOWN.

18. PUBLIC ACCESS

The CONTRACTOR shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining

public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the CONRACTOR does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

20. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

21. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Town's Director of Engineering and Public Works and in accordance with the Contract Documents.

22. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Town of Jupiter
Attention: Thomas Hernandez, P.E.,
Director of Engineering and Public Works
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

_____

_____

_____

23. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

By:_____
Laura E. Cahill, Town Clerk

THE TOWN OF JUPITER

By:_____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

_____
Printed Name

_____
Title

Attested By: _____
Signature

_____
Printed Name

_____
Title

TOWN OF JUPITER
Renewal of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 42-24 for the Renewal of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal with K & S Services of South Florida, Inc. in an amount not to exceed $107,064.20.

EXECUTIVE SUMMARY

Town staff is providing Resolution 42-24 for consideration by Town Council for renewal of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal with K & S Services of South Florida, Inc. (K & S Services) in an amount not to exceed $107,064.20 in the Town of Jupiter.

The scope of work for this project consists of, sea grape trimming and exotic removal in designated areas along County Road A1A in accordance with the Town's Sea Grape Trimming and Florida Department of Environmental Protection permit requirements. For the Town Council's information, the FDEP permit requires biannual sea grape trimming and exotic removal in early May and November. The May trimming must be completed no later than June 15 of each calendar year. The portion of the work to be completed in May was budgeted in Fiscal Year 2024. The remaining work to be performed in November will be budgeted for in Fiscal Year 2025.

On March 1, 2022, Town Council authorized the award of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal on County Road A1A in an amount not to exceed $98,900.00. The Contract terms allow for two additional, one-year renewals, subject to satisfactory performance and mutual agreement. The Contract is currently set to expire on April 30, 2024. Town staff is requesting the Town Council's approval of Supplemental Agreement No. 2, which is the second and final renewal with K & S Services, for an additional one-year term. The current contract adjustment of 3.1% is based on the January 2024 CPI-U values published on February 13, 2024 by the Bureau of Labor Statistics U.S. Department of Labor.

ANALYSIS

Town staff is providing Resolution 42-24 for consideration by Town Council for approval of the renewal of Contract EPW 2022-20, Sea Grape Trimming and Exotic Removal with K & S Services in an amount not to exceed $107,064.20.

Given the start date for the Contract is May 1, the Contract overlaps the fiscal year operating budgets. Town Staff anticipates encumbering $53,582.10 in FY 2024, with the remainder to be encumbered on October 1, at the start of FY 2025. Sufficient funds are available, as shown below under Funding Source, to encumber and fund work through the remainder of FY 2024.

K & S Services has provided a Letter of Intent to renew the Contract; please see attached. K & S Services' performance has been satisfactory and they have been very responsive to the Public Works Division.

In the event the Town Council approves Resolution 42-24, the Director of Engineering and Public Works will be authorized to execute the Contract on its behalf. See attached Draft Contract Supplemental Agreement #2.

STRATEGIC PRIORITY

● Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 42-24
2. Letter of Intent to Renew
3. EPW 2022-20 SA2, 2nd and Final Renewal

FUNDING SOURCE

X	Approved in Budget	$53,582.10 FY 2024	Sources: Public Works Operating Budget 00132341-546007
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Catherine Morosco at catherinemo@jupiter.fl.us or 561-741-2766.

RESOLUTION NO. 42-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE RENEWAL OF CONTRACT EPW 2022-20, SEA GRAPE TRIMMING AND EXOTIC REMOVAL TO K & S SERVICES OF SOUTH FLORIDA, INC. IN AN AMOUNT NOT TO EXCEED $107,064.20 AND TO AUTHORIZE THE DIRECTOR OF ENGINEERNG AND PUBLIC WORKS TO EXECUTE THE CONTRACT ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statues and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, K & S Services of South Florida, Inc. is the Town's existing/active contractor for EPW 2022-20, Sea Grape Trimming and Exotic Removal on County Road A1A; and

WHEREAS, the scope of work for this project consists of sea grape trimming and exotic removal in designated areas along County Road A1A and in accordance with the Town's Sea Grape Trimming Plan and Florida Department of Environmental Protection permit; and

WHEREAS, the Contract is currently set to expire on April 30, 2024, and therefore Town staff is requesting the Town Council's approval of a Contract renewal with K & S Services of South Florida, Inc. for an additional one (1) year term by means of Supplemental Agreement No. 2 in an amount not to exceed $107,064.20; and

WHEREAS, the Town Council has determined that K & S Services of South Florida, Inc. is qualified to continue to provide the services sought by the Town pursuant to the Contract renewal clause; and

WHEREAS, the Town Council has determined that it should renew the Contract via Supplemental Agreement No. 2 in an amount Not to Exceed $107,064.20 with K & S Services of South Florida, Inc.; and

WHEREAS, the Town has sufficient funds in its fiscal year 2024 operating budget available for the funding of the Project through the end of the fiscal year, with the remaining balance of the Contract to be budgeted in fiscal year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby directed to execute Supplemental Agreement No. 2 to Contract EPW 2022-20 with K & S Services of South Florida, Inc. in an amount not to exceed $107,064.20 on Town Council's behalf.

Section 3. This Resolution shall take effect immediately upon its execution.

March 12, 2024

Catherine Morosco
Town of Jupiter
210 N. Military Trail
Jupiter, FL 33458

RE: Contract 2020-20
Annual Sea Grape Trimming Contract

K&S Services of South Florida, Inc. is interested in renewing the above named contract for an additional one year term, per the terms of the contract. K&S Services of South Florida, Inc. requests to increase the contract value by the allowable percentage, as allowed by the contract, based on CPI-U.

Please accept this letter as our request to continue providing trimming services to the Town of Jupiter for another contract term.

Thank you for allowing us to continue as a service provider.

Respectfully,

Tracy D. Kenny

Tracy D. Kenny, President

154 Temple Dr.
Loxahatchee, FL
33470

PHONE 561-248-9047
FAX 561-795-7449
WEBSITE www.ksservicesofsouthflorida.com

TOWN OF JUPITER
CONTRACT RENEWAL SUPPLEMENTAL AGREEMENT

Contract No: EPW 2022-20 Date: April 2, 2024

This agreement entered into on April 2, 2024, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and K & S Services of South Florida, Inc. (Contractor), the same being supplementary to Contract by and between the parties aforesaid, dated March 1, 2022, Sea Grape Trimming and Exotic Removal, assigned the contract number shown above, in Jupiter, Florida.

1. Renew the Contract Term (Second Renewal) for 365 Calendar Days, commencing on May 1, 2024 and terminating on April 30, 2025.

2. The quantities to be paid shall be determined as provided in the contract documents. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. EPW 2022-20, Sea Grape Trimming and Exotic Removal, including and previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days: Three Hundred Sixty-Five (365) Days

Original Contract Amount	$ 98,900.00
Renewal Adjustment – Supplemental Agreement No. 1	$ 4,945.00
Revised Contract Amount	$103,845.00
Renewal Adjustment – Supplemental Agreement No. 2	$ 3,219.20
Revised Contract Amount	$107,064.20

Approved By:

_____ Date: _____
K & S Services of South Florida, Inc.
Printed Name:_____

Approved By:

_____ Date: _____
Town of Jupiter
Printed Name: _____

Contract EPW 2022-20, SA #2
Supplemental Agreement No. 2 – Attachment

1. Renew the Contract Term (Second Renewal and Third Term) for 365 Calendar Days, commencing on May 1, 2024 and terminating on April 30, 2025.

2. For this contract renewal, an adjustment is allowed. CPI-U amount is 3.1%
    a. $103,845.00 * .031 = $3,219.20
    b. Contract Amount increased by $3,219.20.

TOWN OF JUPITER
Sims Creek Open Space Outside Agency Funding

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Sims Creek Open Space - Outside Agency Funding** **A. Resolution 43-24**, Accepting Jupiter Inlet District's contribution of $25,000 for improvements at Sims Creek Preserve; **B. Resolution 44-24**, Approving a grant agreement between Florida Department of Environmental Protection and the Town of Jupiter for Sims Creek Preserve.

EXECUTIVE SUMMARY
Town Council consideration to approve a grant agreement with the Florida Department of Environmental Protection (FDEP) for funding in the amount of $100,000, as well as accept $25,000 in funds from Jupiter Inlet District for Sims Creek Preserve Hydrologic and Environmental Restoration. The grant funding was obtained through the Loxahatchee River Preservation Initiative (LRPI) during the 2023 State legislative session, and the funds from Jupiter Inlet District were voted on by their board at the June 13, 2018 public meeting and carried forward in subsequent years.

Sims Creek Preserve abuts Sims Creek, which is a tributary to the southwest fork of the Loxahatchee River. The Loxahatchee River (Southwest Fork) is an impaired waterbody as defined by FDEP. The goal of the project is aimed to reduce stormwater runoff and improve water quality through redirection and capture of runoff from Center Street into a newly created bioswale planted with native species, and an overall site designed to exceed on-site minimum stormwater retention requirements for a 100-year, one day storm event. Driveway and parking areas will be constructed using low impact pervious TrueGrid technology, which will reduce overland flow and discharge to the creek by absorbing some of the water from rain events. Refer to Attachment 3 - Proposed Grant Agreement Between FDEP and the Town of Jupiter for Sims Creek Preserve Hydrologic and Environmental Restoration and page 21, Figure 1 for the site plan.

In July 2022, Planning and Zoning staff resubmitted an application to the Loxahatchee River Preservation Initiative (LRPI) for the Sims Creek Preserve Hydrologic and Environmental Restoration, requesting grant funding in the amount of $100,000, for fiscal year 2024 funding. In August 2022, the LRPI Committee ranked the Town's Sims Creek Preserve Hydrologic and Environmental Restoration project 5th out of eight eligible grant applicants to be included in their legislative requests (see Attachment 4). Subsequently, during the 2023 State legislative session, the legislature voted to appropriate funds for the Town's Sims Creek Preserve Hydrologic and Environmental Restoration project.

In order to proceed with contracting the appropriated grant funding from the state, FDEP and

Town staff request the Town Council's approval of the proposed grant agreement, as outlined in Resolution 44-24. In addition, in order to proceed with accepting funds from Jupiter Inlet District, Town staff requests the Town Council's approval of Resolution 43-24.

ANALYSIS

Town Council approved the Sims Creek site plan and special exception in October 2019, part of which was predicated on the CIP funding structure that included reliance on a future LRPI grant, a potential Land and Water Conservation grant, and a match from Jupiter Inlet District. Staff applied in 2019 for the FY21 LRPI funding cycle, and applied each subsequent year. Each subsequent year, staff worked to plan for and install components of the project as funding allowed, and updated the grant application each year to reflect progress made. To date, the privacy fencing along the adjacent residential areas, the kayak launch, and the landscaping along the adjacent residential have been installed. Staff is currently working with WGI on a scope and fee for the engineering and construction drawings for the completion of the improvements consistent with the approved site plan, and had a surveyor stake the locations of the approved driveway, sidewalk, and parking area. Staff has been waiting on approval of the grant through the State Legislature in order to move forward with the remaining components of the project (TrueGrid driveway, sidewalk, and parking area along with pedestrian amenities and the planted bioswale), which are prioritized for completion by the end of 2025.

STRATEGIC PRIORITY

- Unique, Small Town Feel
- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 43-24
2. Resolution 44-24
3. FDEP Grant Agreement
4. LRPI Request Listing

FUNDING SOURCE

X	Approved in Budget	$319,353	Sources: Sims Creek Preserve CIP
	Additional Funding Requested	$0.00	Sources:

For more information or copies of the attachments, please contact Gretchen Carr at gretchenc@jupiter.fl.us or 561-741-2565.

RESOLUTION NO. 43-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ACCEPT $25,000 FROM THE JUPITER INLET DISTRICT FOR THE INSTALLATION OF THE SIMS CREEK PRESERVE HYDROLOGIC AND ENVIRONMENTAL PROJECT COMPONENTS.

WHEREAS, the Jupiter Inlet District shares with the Town Council of the Town of Jupiter (Town) the common goal of preserving and protecting the waterways and natural resources within and around the Town;

WHEREAS, the Jupiter Inlet District and the Town Council have worked cooperatively on past environmental restoration and enhancement projects;

WHEREAS, on June 13, 2018 at the Jupiter Inlet District public meeting, its board voted to contribute funds to the Town for the Sims Creek Preserve Hydrologic and Environmental enhancement project;

WHEREAS, Sims Creek is a tributary to the Loxahatchee River and it borders the south side of the Sims Creek Preserve;

WHEREAS, the Loxahatchee River is and remains an impaired waterbody due to nutrient loading; and

WHEREAS, the Town's Sims Creek Preserve Hydrologic and Environmental Restoration project will reduce stormwater runoff and nutrient loading into Sims Creek;

WHEREAS, the Town is an eligible recipient of funds from the Jupiter Inlet District.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER:

Section 1. That the Town Council of the Town of Jupiter, Florida, deems that it is in the best interest of its residents and the environment of the Town, to accept funding from the Jupiter Inlet District.

Section 2. The Town Manager of the Town, is hereby authorized to take any and all reasonable actions to accept the funds from the Jupiter Inlet District, and to take any and all other action which may be necessary to properly carry out the intent and purpose of this Resolution.

Section 3. This Resolution shall take effect immediately upon its execution.

#4848232 v1 26503-00001

RESOLUTION NO. 44-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE GRANT AGREEMENTS, REQUESTS FOR FUNDING, AND ANY OTHER RELATED DOCUMENTATION AND TO EXPEND MATCHING FUNDS TO COMPLY WITH THE GRANT REQUIREMENTS, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Environmental Protection (DEP) provides grants to the Loxahatchee River Preserve Initiative (LRPI) to assist with the implementation of regional watershed restoration projects within northeastern Palm Beach County and southern Martin County; and

WHEREAS, Sims Creek, a tributary to the Loxahatchee River, borders the south side of the Sims Creek Preserve which is owned and maintained by the Town of Jupiter (Town); and

WHEREAS, the Loxahatchee River is classified as an impaired waterbody due to nutrient loading; and

WHEREAS, the implementation of the Town's Sims Creek Preserve Hydrologic and Environmental Restoration project (the Project) would reduce stormwater runoff and nutrient loading into Sims Creek; and

WHEREAS, the Town is an eligible recipient for grant funds which would assist the Town in the implementation of the Project.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER:

Section 1. The Town Council finds that it would be in the best interest of the residents and environment systems within the Town to accept grant funding from the DEP.

Section 2. The Town Council hereby authorizes the Town Manager to take any and all reasonable actions to accept the grant, if awarded, including the execution of such agreements, requests for funding, and any other related documents; to expend matching funds to comply with the Grant requirements; and to take any and all other actions necessary to properly carry out the intent and purpose of this resolution.

Section 3. This resolution shall take effect immediately upon its execution.

#4848586 v1 26503-00001

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'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, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from 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 Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

DWRA Additional Signatures

_____

Kayla Becerra, DEP Grant Manager

_____

Nathan Jagoda, DEP QC Reviewer

Attachment 3

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Sims Creek Preserve Hydrologic and Environmental Restoration**
   Agreement Number: **LPA0714**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Town of Jupiter** Entity Type: **Local Government**
   Grantee Address: **210 Military Trail Jupiter FL, 33458** FEID: **59-6033967** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **October 31, 2026**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long: (26.9355, -80.1253)**
   Project Description: **The Grantee will construct a bioswale planted with native trees, shrubs, and wetland plants. The Grantee will also construct a driveway and pervious parking area using TrueGrid stabilized sod technology, and will install diamond rail fencing, lighting, and a walking path.**

5. Total Amount of Funding: **$ 100,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **100,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **100,000.00**

6. Department's Grant Manager
   Name: **Kayla Becerra** or successor
   Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., Tallahassee, FL 32399-3000**
   Phone: **850-245-2961**
   Email: **kayla.becerra@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Stephanie Thoburn** or successor
   Address: **210 Military Trail, Jupiter, FL 33458**
   Phone: **561-741-2342**
   Email: **StephT@jupiter.fl.us**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Jupiter **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Frank J. Kitzerow, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0714

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Sims Creek Preserve Hydrologic and Environmental Restoration. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Sims Creek Preserve Hydrologic and Environmental Restoration

PROJECT LOCATION: The Project will be located in the Town of Jupiter within Palm Beach County; Lat/Long (26.9355, -80.1253). See Figure 1 for a site plan.

PROJECT BACKGROUND: Sims Creek Preserve abuts Sims Creek, which is a tributary to the Southwest Fork of the Loxahatchee River. The Loxahatchee River (Southwest Fork) is an impaired waterbody with an adopted Fecal Coliform Total Maximum Daily Load. This project aims to reduce stormwater runoff and improve water quality through redirection and capture of stormwater runoff from Center Street into a newly created bioswale planted with native species, and an overall site designed to exceed on-site minimum stormwater retention requirements for a 100-year one day storm event. The driveway and parking areas will be constructed using low impact pervious TrueGrid technology, which will reduce overland flow and discharge to the creek by absorbing water from rain events.

PROJECT DESCRIPTION: The Grantee will construct a bioswale planted with native trees, shrubs, and wetland plants within the Sims Creek Preserve. The Grantee will also construct a driveway and pervious parking area for the Preserve using TrueGrid stabilized sod technology and will install diamond rail fencing, lighting, and a walking path.

This project is associated with the Palm Beach County Loxahatchee River Preservation Initiative.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct the bioswale, driveway and pervious parking area in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

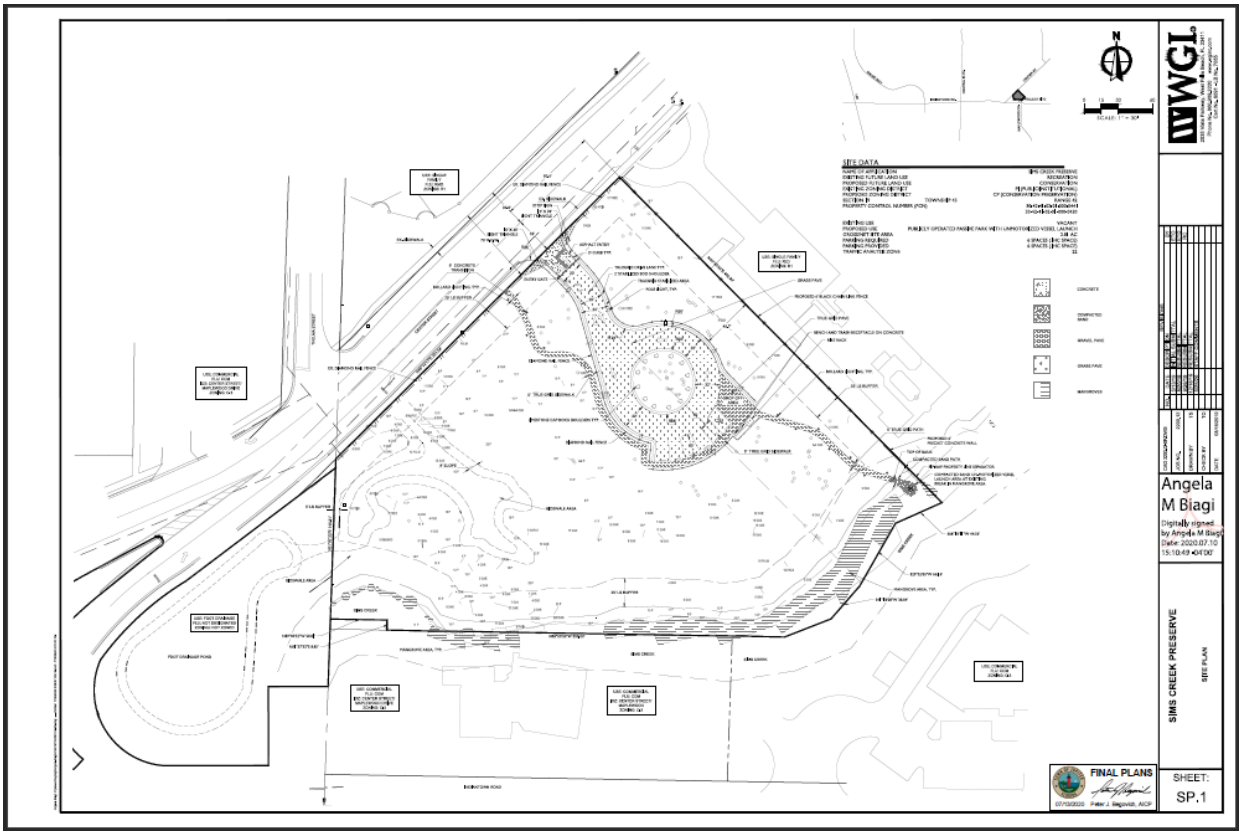
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$100,00.00	07/01/2023	04/30/2026
		Total:	$100,000.00		

Figure 1: Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Attachment 3

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 3

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$100,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$100,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

LOXAHATCHEE RIVER PRESERVATION INITIATIVE

Attachment 4

Preserving Florida's first federally-designated Wild and Scenic River for future generations

Working For Our River

Since its inception in 2000, the Loxahatchee River Preservation Initiative (LRPI) has guided over $45 million in regional watershed restoration projects within northeastern Palm Beach County and southern Martin County. LRPI, a multiagency partnership, has effectively leveraged state funds with local funds in a cost-share program which has a proven track record of delivering tangible environmental benefits aimed at preserving and protecting the resource for future generations to enjoy.

While the river, wildlife and our community benefit from the LRPI's work already completed, there is more work to be done as the Loxahatchee River remains an impaired water body. Continued investments in LRPI-supported projects will provide a measurable increase in water storage capacity as well as reductions in nutrient loading that will enable the Loxahatchee River to achieve water quality and quantity targets on an expedited timetable.

For the 2023 legislative session, LRPI ranked 8 critical projects for which $2.49 million in state legislative funding assistance is requested. The total local match for all projects represents 58% of the total projects cost of $5,976,940.

Rank Order	Project Name	Funding Request	Local Sponsor	Local Match Funds
1	Dover Ditch Living Shoreline	$157,500	Village of Tequesta	$157,000
2	Bush Road Stormwater Improvements	$100,255	Town of Jupiter	$185,127
3	Environmental Education and Passive Outdoor Recreation Facilities on the Northwest Fork of the Loxahatchee River	$100,000	Loxahatchee River Environmental Control District	$125,000
4	Cypress Creek Hydrologic Restoration Project	$750,000	South Florida Water Management District	$1,450,000
5	Sims Creek Preserve Hydrologic and Environmental Restoration	$100,000	Town of Jupiter	$296,558
6	Cypress Creek Floodplain Restoration Project	$ 750,000	Martin County	$750,000
7	Loxahatchee Slough Habitat Restoration Project	$150,000	Palm Beach County Department of Environmental Resources Management	$150,000
8	Loxahatchee River Mile 6 Gap Closure and Oxbow Restoration and Maintenance	$377,500	Jupiter Inlet District	$377,500
	Totals	**$2,485,255**		**$3,491,685**

TOWN OF JUPITER
State Forfeiture Funds - Police Explorer Academy

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David England, Chief of Police
SUBJECT	State Forfeiture Funds - Police Explorer Academy

EXECUTIVE SUMMARY

Staff recommends Town Council approve the use of state forfeiture funds in the amount of $7,000.00 to be donated to the Gulf Stream Council's Learning for Life Explorer Program to support the Law Enforcement Explorer Academy.

The Gulf Stream Council, a 501(c)3 not-for-profit organization, is the local provider for Learning for Life's Exploring program. The mission of the Exploring program is to deliver characterbuilding experiences and mentorship to allow youth to achieve their full potential in both life and work. Exploring emphasizes career opportunities, leadership experiences, life skills, citizenship and character education. The Law Enforcement Explorer Academy is a one-week residential program designed to introduce career and life skills by law enforcement personnel in a highly structured environment.

This year the camp will be held July 23 through 29, concluding with a graduation ceremony. The donation of $7,000.00 will be used to offset the cost for food, equipment, uniforms, supplies, and site fees required for the use of Tanah Keeta Scout Reservation, where the academy is held and the youth are housed. Costs this year have greatly increased.

ANALYSIS

Staff recommends using State Forfeiture Funds to donate $7,000.00 to the Gulf Stream Council's Learning for Life Program in support of the Law Enforcement Explorer Academy. There is currently a total of $148,566.77 available in the State Forfeiture Fund. This donation goes beyond the 25% specifically earmarked for youth programs and community outreach as mandated by the State of Florida.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

FUNDING SOURCE

Approved in Budget	$	Sources:
Additional Funding Requested	$7,000.00	Sources:State Forfeiture Fund

For more information or to request attachments, please contact Officer Trisha Heuser at 1044@jupiter.fl.us.

TOWN OF JUPITER
State Forfeiture Fund: JPD Soccer Tournament

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	David England, Chief of Police
SUBJECT	State Forfeiture Fund: JPD Soccer Tournament

EXECUTIVE SUMMARY

The Police Department recommends Town Council approve the use of State Forfeiture Funds totaling $9,428.00 for expenditures to hold the Annual Jupiter Police Soccer Tournament. A contingency of $250 was included to cover any unforeseeable expenses.

The Annual Jupiter Police Soccer Tournament is scheduled for Saturday May 11, 2024, from 8 a.m. to 5 p.m. The soccer tournament provides the opportunity to continue building positive relationships with residents of the Charter Neighborhoods and to address crime prevention and quality-of-life issues in these developments.

This tournament is designed as a family event with players' friends and families invited to watch the games and participate in children's activities. Attendees will be made aware of the benefits of the Town's and Police Department's outreach services and will be provided contact information to utilize these services.

The success of the tournament is reflected by its attendance and subsequent interaction with members of the community. Last year, approximately 1,500 people were in attendance. El Sol and other participating vendors reported an increase in interaction with members of the community based on the outreach during this tournament.

This event is organized by the Community Outreach Unit with the assistance of the El Sol Resource Center. Teams for the event include members from the Police Department/Town of Jupiter, El Sol, and participants from area adult leagues whose members reside in the Charter Neighborhoods. Field Nos. 1 through 6 at the Jupiter Community Park have been reserved for the event. The number of activities for children and teens is based on the attendance of members of these age groups last year.

ANALYSIS

The Department recommends a total of $9,428.00 be taken from the State Forfeiture Fund as follows:

- American Youth Soccer Organization (AYSO) – Referees: $1,920.00
- Express Plaque Awards and Trophies: $494.00
- Superior Party Rentals –Tents, Tables, Chairs: $2,213.45
- Jupiter Bounce – Bounce Houses: $2,549.70
- Busch Wildlife Sanctuary: $600.00
- Innovative Incentives Inc.—Giveaways: $1,400

- Contingency: $250.85

There is currently a total of $148,566.77 available in the State Forfeiture Fund. This request goes beyond the 25% mandated by the State of Florida to be used to promote safe neighborhoods, crime and/or drug prevention.

STRATEGIC PRIORITY

● Unique, Small Town Feel
● Town Communication
● Safety

ATTACHMENTS

1. SoccerTournamentQuotes-FY24 (ada)

FUNDING SOURCE

State Forfeiture $9,428.00

For more information or copies of the attachments, please contact Roberto Diaz at 1086@jupiter.fl.us.

PO 20232297
Inv# 316335005092023
$1,920.00
FID: N/A
05/09/2023 BV

American Youth Soccer Organization205
Region 1635
205 Third Street
Jupiter, FL 33458
(561) 309-3593

This purchase order is for May 6, 2023– Jupiter Police Department Soccer Tournament
For the use of referees for 16 games.

Total of 16 Games $1920.00

Contact Person: Patricio Silvestre 561 307-3541

Win or Lose, Give it your best shot

Express Plaque Awards and Trophies LLC
1449 Jupiter Park Dr
Suite 16
Jupiter, FL 33458 US
561-746-6184
sales@expressplaque.com

Invoice

EXPRESS PLAQUE
Awards-Plaques-Trophies-Advertising Specialties
Your Logo Everywhere

Rob Diaz JUPITER P.D. 196 MILITARY TRAIL JUPITER, FL 33458 United States

Rob Diaz JUPITER P.D. 196 MILITARY TRAIL JUPITER, FL 33458 United States

24527	01/29/2024	$494.00	02/01/2024	Due on receipt	

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP	DUE DATE
02/01/2024	CUSTOMER PICK UP	N/A	ROB DIAZ	AMY	02/29/2024

	SAL-160	2.75" SOCCER MEDAL 22/22/22 INSERT BACK GOLD=BLUE RIB SILVER=RED RIBBON COPPER=WHITE RIBBON	66	5.00	330.00T
	JCMC304	13.25" TROPHY CUP ENGRAVED BASE-CHAMPIONS	1	60.00	60.00T
	CC912-40	CHERRY FINISH WOOD PLAQUE W/ DOUBLE ENGRAVED PLATE (9"x12")2ND PLACE	1	62.00	62.00T
	CC810-40	8" x 10" CHERRY FINISH PLAQUE W/ ENGRAVED PLATE 3RD PLACE 11TH ANNUAL JUPITER P.D. SOCCER TOURNAMENT 2024	1	42.00	42.00T

SUBTOTAL	494.00
TAX	0.00
TOTAL	494.00
BALANCE DUE	**$494.00**

All returns must be notified within 48 hours of receipt of goods. Return authorization required. Customer responsible for collections, legal and late fees if terms are not met. Unpaid invoices over 45 days will result in future orders held prior to production until payments are up to date.

RESERVATION

Remit Payment To:

Superior Party Rental
(561) 744-2457
609 N Orange Ave.
#5
Jupiter, FL 33458

Order Info **INVOICE #22E95FDC**

Jupiter Police Department - 5/11/2024, 08:00 AM

Order Start	**Sat, May 11, 2024**	**08:00 AM EDT**
Order End	**Sat, May 11, 2024**	**05:00 PM EDT**

Delivery Address

Jupiter Community Park
3377 Church St
Jupiter, FL 33458

Delivery

Drop Off Window **Sat, May 11, 2024 06:30 AM EDT**
Through
Sat, May 11, 2024 07:00 AM EDT

Pick Up Window **Sat, May 11, 2024 04:00 PM EDT**
Through
Sat, May 11, 2024 06:00 PM EDT

Contact Info

Customer

Primary

Roberto Diaz - Jupiter Police Department
561-741-2433
1086@jupiter.fl.us
210 Military Trail
Jupiter, FL 33458

	Qty	Item	Price	Subtotal
	4	10 x 10 High Peak Tent *Tent area must be marked & completely cleared by customer* SPR staff will not move any non-rental items. Customer is responsible of pulling a permit, if required.	~~$150.00 / Each~~ $120.00 / Each	~~$600.00~~ $480.00
	3	10 x 20 High Peak Tent (To do 6 - 10' x 10') *Tent area must be marked & completely cleared by customer* SPR staff will not move any non-rental items. Customer is responsible of pulling a permit, if required.	~~$270.00 / Each~~ $216.00 / Each	~~$810.00~~ $648.00
	34	Concrete Buckets	~~$13.25 / Each~~ $10.60 / Each	~~$450.50~~ $360.40
	18	6' X 30" Banquet Table - Wood (Seats 6-8)	$11.00 / Each	$198.00
	34	White Samsonite Folding Chair WILL SHOW WEAR AND TEAR On the Metal & Plastic section!	$1.95 / Each	$66.30
	20	DONATION - 6' X 30" Rectangular Table	$0.00 / Flat: Fixed Price	$0.00
	50	DONATION - White Samsonite Folding Chairs	$0.00 / Flat: Fixed Price	$0.00
	1	**Drop off only / Setup NOT requested For Tables and Chairs **MUST LEAVE ITEMS AS THEY WERE DELIVERED**	$0.00 / Flat: Fixed Price	$0.00
	1	*** 3% Processing FEE on all CARD Payments!	$0.00 / Flat: Fixed Price	$0.00
	1	***50% deposit Non-refundable	$0.00 / Flat: Fixed Price	$0.00
			Item(s) Subtotal	$1,752.70

All Items in Order	$2,124.80
Purchases in Order	$0.00
Delivery / Pick Up Cost	$395.00
Discount	-$372.10
Damage Waiver Fee	$65.75
Subtotal	$2,213.45
Tax	$0.00(Tax Exempt)
Additional Taxes	$0.00
Total Due	**$2,213.45**
Amount Remaining	$2,213.45

Notes

Mon, Jan 29, 2024 10:46 AM EST

On site contact Roberto Diaz 561-685-6900 or 561-741-2660 Will be onsite to instruct where the tents are being placed

Mon, Jan 29, 2024 10:46 AM EST

ToJ PO 20232299

Jupiter Bounce

✓ Jupiter Police Department 's Quote

Event ID# 23088325

Contact Details

Organization	Jupiter Police Department
Name	Officer Roberto Diaz-Hernandez
Billing Address	9191 Bryden Court West Palm Beach, FL 33414
Email	1086@jupiter.fl.us
Phone	(561) 685-6900
Tax Exempt	Yes

Event Details

Event Name	Soccer Tournament 2024
Event Start	Sat, May 11, 2024 8:00am
Event End	Sat, May 11, 2024 4:00pm
Address	Jupiter Community Park 3377 Church St Jupiter, FL 33458
Surface	City/Palm Beach County PARK (no stakes)
Delivery	Drop-Off

Items

1 **40' Retro Run Obstacle** 40L x 13W x 12H $375.00

- Recommended Staffing: 2
- Number of 110volt/20amp Electric Circuits Required: 1

1 **Surface (Pavement/Park/Turf/Indoor)** $45.00

1 **NEW Palm Springs Combo** 35L x 21W x 15H $425.00

- Recommended Staffing: 1
- Number of 110volt/20amp Electric Circuits Required: 1

1 **Surface (Pavement/Park/Turf/Indoor)** $45.00

1 **3 in 1 Extreme Sports** 21L x 18W x 16H $399.00

- Recommended Staffing: 1
- Number of 110volt/20amp Electric Circuits Required: 1

1 **Surface (Pavement/Park/Turf/Indoor)** $35.00

2 **Generator 5500 watts or up (up to 6 hour run time)** $350.00

1 **Attention - Generator includes fuel for up to 6 hours of run** $0.00

2 **Attendant** $640.00

- Staff is subject to availability
- Staff is subject to change without notice
- Will need 15 minute break every 4 hours

1 **Customer is responsible for:** 👇 $0.00

1 **partially staffing equipment** $0.00

$ Prices

Rentals	$2,314.00
Damage Waiver	$160.70
Early Start/Park Fee	$75.00
Subtotal	$2,549.70
Tax	$0.00
Total	**$2,549.70**

Coupon Code

BUSCH WILDLIFE SANCTUARY ESTD 1983
AT ABRAMSON & SCHLAGGAR RESERVE

17855 Rocky Pines Rd, Jupiter, FL 33478
Main Office: (561)-575-3399

INVOICE #0124

Date: February 5, 2024

To:
Jupiter PD 9th Annual Soccer Tournament
c/o Officer Roberto Diaz
3377 Church St
Jupiter, FL 33458
Email: 1086@jupiter.fl.us
Phone: (561)741-2660

For:
Balance
EXH
Saturday, May 11, 2024

DESCRIPTION	AMOUNT
EXH	$600
Deposit of:	- $0
Subtotal	
TOTAL Amount Due =	**$600**

Please Make Payment to:

Busch Wildlife Sanctuary
c/o Education Department
17855 Rocky Pines Rd.
Jupiter, FL 33478

INNOVATIVE INCENTIVES INC

223 E FLAGLER STREET
MIAMI, FL 33131 STE 228

Estimate

Date	Estimate #
1/30/2024	4670

Name / Address
TOWN OF JUPITER ATTN: OFFICER ROBERTO DIAZ 210 MILITARY TRAIL JUPITER, FL 33458

Project

Description	Qty	Cost	Total
FOOTBALLS larger than previous orders 5.12 x 3.15" (REPEAT COLOR & ART)	500	2.80	1,400.00
		6.00%	0.00

THANK YOU,
DEE BERGSTRESSER, VP OPERATIONS

Total $1,400.00

Customer Signature _____

TOWN OF JUPITER
Annual License Renewal for Arctic Wolf Managed Detection and Managed Response Cybersecurity Protection

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Annual License Renewal for Arctic Wolf Managed Detection and Managed Response Cybersecurity Protection in the amount of $100,186.42.

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to renew the annual maintenance of the licenses and services for cybersecurity protection provided by Arctic Wolf Networks Inc.'s Managed Detection and Managed Response Cybersecurity Protection platform. Licenses are purchased through the local Value Added Reseller (VAR) Flagler Technologies Inc. in the amount of $100,186.42.

For the past three years, Arctic Wolf Networks, Inc. has provided the following cybersecurity services, resulting in improved cybersecurity, risk reduction, and containment of cyber-incidents to manageable levels.

- 24 x 7 Monitoring of Servers, Workstations, Firewalls, and Network Traffic
- Advanced threat Protection and Managed Containment
- Threat Hunting, Incident Response, Remediation Assistance
- Reporting, Bi-monthly Dark-web Scanning for Vulnerable Data
- Bi-monthly Meetings for Risk Posture Review
- On-call Dedicated Concierge Team

Arctic Wolf is the sole source provider of the licenses, equipment, sensors, monitoring, detection, and managed services currently integrated within the Town's computer network infrastructure. It is recommended by staff for the Town of Jupiter to continue with the Arctic Wolf Network's MDMR platform, and renew the annual maintenance year-over-year until such time that the Town is no longer satisfied or a superior combination of protection and services is identified.

ANALYSIS

Approved for purchase by Town Council on February 16, 2021, the MDMR services from Arctic Wolf have performed as expected to reduce the Town's cybersecurity risk profile while identifying malicious behavior and preventing serious cyber-related incidents, data loss, and ransomware. Continuing these services provides increased levels of Cybersecurity Risk Protection and continuity with regard to training, operations, integration, and support for the Information Systems department while reducing our vulnerability to cyber-attack.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. Town of Jupiter Arctic Wolf Renewal with 1 YR Log Retention_8827
2. Town of Jupiter Sole Source Provider Approval Form
3. Arctic Wolf Sole Source Letter Dated March 4, 2024
4. Arctic Wolf Master Agreement Dated February 9, 2021
5. Council Agenda Item Dated February 16, 2021

FUNDING SOURCE

Approved in Budget	$74,137.95	Sources: 00125213 546000 Information Systems
Approved in Budget	$18,033.56	Sources: 40050033 552000 Utilities
Approved in Budget	$ 8,014.91	Sources: 45040024 546000 Building

For more information or copies of the attachments, please contact Karl Craig at karlc@jupiter.fl.us or 561-741-2221.

FLAGLER TECHNOLOGIES

Town of Jupiter Arctic Wolf renewal with 1 YR Log Retention _8827

Quote #008754 v1

Prepared For:

Town Of Jupiter INFORMATION SYSTEMS
Karl Craig
210 Military Trail
Jupiter, FL 33458

P: (000) 000-0000
E: karlc@jupiter.fl.us

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 207-1047
E: shana.clark@flagler.io

Date Issued:
01.11.2024
Expires:
02.10.2024

Software

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Subscription Start Date 4/1/2024, End Date 3/31/2025		
450	AW-MDR-USER	Arctic Wolf MDR user license	$93.36	$42,012.00
150	AW-MDR-SE	Arctic Wolf MDR server license	$93.36	$14,004.00
450	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	$13.31	$5,989.50
4	AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor	$1,210.31	$4,841.24
2	AW-MDR-1XX-S	Arctic Wolf 100 Series Sensor	$1,132.09	$2,264.18
600	AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year	$5.08	$3,048.00
450	AW-MR-USER	Arctic Wolf Managed Risk user license	$46.68	$21,006.00
150	AW-MR-SE	Arctic Wolf Managed Risk server license	$46.81	$7,021.50
600	AW-PLATFORM	Arctic Wolf Platform - Users and Servers	$0.00	$0.00
			Subtotal:	**$100,186.42**

Quote Summary	Amount
Software	$100,186.42
Total:	**$100,186.42**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Town of Jupiter
Sole Source Provider Approval Form

Department
Information Systems

Vendor and Vendor# (V- ####)
Flagler Technologies, Inc. 2480

Prior Year Expense (if any)
$ 84,410

Expected Current Year Expense
$ 94,388

GL Account Number(s)
45040024 546000, 40050033 552000, 00125213 546000

Description of Goods or Services

Specific services provided as a part of the Arctic Wolf Solutions include: collecting log data from customer's systems and from the Arctic Wolf sensors and agents, analysis of such log data, correlation of customer log data with threat vulnerability information, analysis of data by the Arctic Wolf Security Services Team, scanning of our customer's internal and external systems, escalation of security events that need attention by the customer, recommendations to improve Cybersecurity.

Explain Why Vendor Should be Considered Sole Source

Arctic Wolf Networks, Inc. ("Arctic Wolf") is the sole source provider of the proprietary Arctic Wolf Networks Managed Detection and Response and Managed Risk Platform including, but not limited to, detecting breaches, vulnerabilities, misuse, misappropriation, and any threat or exposure to an organization's network or information technology (IT) infrastructure (collectively, the "Arctic Wolf Solutions").

The Town of Jupiter has a substantial investment in the Arctic Wolf platform for its Cybersecurity protections. Changing Managed Detection and Managed Response services at this time is not advisable and not in the best interest of the Town.

Select Only Those That Currently Apply

- ☐ No other source can meet the Town's requirements
- ☑ Different brand, make or specifications would be incompatible with currently owned equipment
- ☑ Without modifications to existing Town systems, no other options exist
- ☐ No other after market product meets the Towns and/or system requirements
- ☐ Contract with manufacturer prohibits use of other products
- ☐ Use of alternative products voids current warranty
- ☐ Manufacturer has restricted service and/or sales distribution network which limits Town to this single vendor

Employee Submitting Request (print name)
Karl Craig

Date
03/16/2023

Signatures:

Department: Karl S. Craig — Digitally signed by Karl S. Craig DN: cn=Karl S. Craig, o=Town of Jupiter, ou=Information Systems, email=KarlC@Jupiter.FL.US, c=US Date: 2023.03.16 14:40:48 -04'00'
☑ Director ☐ Asst Director — 03/16/2023

Finance: Dawn Clark
☐ Director ☑ Asst Director — 03/20/2023

Town Managers Office:
03/20/2023

DocuSign Envelope ID: AC978B0F-BD23-437E-AE5B-3BFE154DCC0B

March 4, 2024

Town of Jupiter, Florida
210 Military Trl
Jupiter, FL 33458-5786

Delivered via email

To Whom It May Concern:

This letter is to provide notification that Arctic Wolf Networks, Inc. (“Arctic Wolf”) is the sole source provider of the Arctic Wolf ® Networks Managed Detection and Response and Managed Risk including, but not limited to, detecting breaches, vulnerabilities, misuse, misappropriation, and any threat or exposure to an organization’s network or information technology (IT) infrastructure (collectively, the “Arctic Wolf Solutions”).

Specific services provided as a part of the Arctic Wolf Solutions include: collecting log data from customer’s systems and from the Arctic Wolf sensors and agents, analysis of such log data, correlation of customer log data with threat vulnerability information, analysis of data by the Arctic Wolf Security Services Team, scanning of our customer’s internal and external systems, escalation of security events that need attention by the customer, recommendations to improve security robustness, and the provision of custom and regular summary reports.

Arctic Wolf Networks, Inc. is the sole provider of the Arctic Wolf Solutions.

Thank you,

DocuSigned by:
Andrew Hill
F178AB24F7DC46F...
Andrew Hill
Chief Legal Officer & General Counsel

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Arctic Wolf Master Agreement 02/09/2021

This Master Partner Agreement (the "Agreement") is a legal agreement entered into by and between the partner (the "Partner") identified on an applicable Managed Service Provider or Reseller Addendum (the "Addendum") and Arctic Wolf Networks, Inc. ("Arctic Wolf") and is effective on the date the Addendum is executed by Partner and countersigned by Arctic Wolf and governs Partner's sale of the Solutions (as defined herein) to a customer. This Agreement shall include and incorporate by reference any applicable additional terms and conditions set forth in an order form (the "Order Form"), the Addendum, the Program Guide (as defined below), and any URL referenced within any such documents (the "Terms"). Any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Order Form, Program Guide, Addendum, or Terms. In the event of a conflict between the terms of this Agreement with the Addendum, Order Form, Program Guide, and the applicable Terms, the following order of precedence shall apply: the Order Form, the Agreement, the Program Guide (as defined below), and the applicable Terms.

BY EXECUTING THE ADDENDUM OR AN ORDER FORM OR BY DELIVERING A PURCHASE ORDER OR OTHER PURCHASE CONFIRMATION TO ARCTIC WOLF, OR OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING THE SOLUTIONS, OR CLICKING AN "I ACCEPT" OR "CONTINUE" BUTTON ASSOCIATED WITH THIS AGREEMENT, PARTNER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THIS IS A BINDING AGREEMENT AND PARTNER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS ARCTIC WOLF'S OFFER TO LICENSE OR SELL THE SOLUTIONS PURSUANT TO THE TERMS HEREIN. AN ADDENDUM WILL BE CONSIDERED ACCEPTED BY ARCTIC WOLF WHEN COUNTERSIGNED BY ARCTIC WOLF, WHETHER MANUALLY OR ELECTRONICALLY. AN ORDER FORM WILL BE DEEMED ACCEPTED BY ARCTIC WOLF UPON DELIVERY OF THE SOLUTIONS TO PARTNER OR THE CUSTOMER, AS APPLICABLE. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE PARTNER, YOU HEREBY REPRESENT AND WARRANT TO ARCTIC WOLF THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTNER; AND (B) YOU ARE OVER 18 YEARS OLD. IF PARTNER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT ACCEPT THE ORDER FORM, ISSUE A PURCHASE ORDER OR OTHER CONFIRMATION, REGISTER OR OTHERWISE USE THE SOLUTIONS.

1. APPOINTMENT AND AUTHORITY OF PARTNER

1.1 Appointment; Rights Granted. As of the date of signature by the parties or other acceptance (if click-through) (the **"Effective Date"**) and subject to this Agreement which may be updated from time to time and posted at https://arcticwolf.com/terms/MPA/ as evidenced by an updated "Last Updated Date", Arctic Wolf authorizes and appoints Partner the reseller rights set forth below and in the Order Form, Terms, and applicable partner program guide (the **"Program Guide"**) which may be provided and updated by Arctic Wolf from time to time or otherwise made available to Partner. Partner may not appoint other partners, resellers, or

distributors, nor offer or sell any rights to use Arctic Wolf Solutions other than as explicitly authorized in this Agreement. The Program Guide contains general information about Arctic Wolf's Partner Program and describes the Program requirements and benefits. The Program Guide is incorporated into this Agreement by this reference.

1.2 Scope. Subject to the terms and conditions of this Agreement and compliance therewith, Arctic Wolf grants Partner the non-exclusive, non-transferable license to purchase the specific products and services from Arctic Wolf as specified in an Order Form and referencing and incorporating this Partner Agreement (**"Solutions"**) and to distribute such Solutions to Partner's customers ("**Customer(s)**"). A Solution may consist of hardware equipment (**"Equipment"**), a cloud service offering (**"Service"**) and/or software (**"Software"**) as specified on the Order Form, including any third-party products incorporated therein. Each Solution is provided on a subscription basis for a set term designated on the Order Form (each, a **"Subscription Term"**). Arctic Wolf at its sole discretion, reserves the right, upon at least thirty (30) days prior written notice to Partner, to modify pricing and discounts associated with the Solutions or to discontinue the manufacture, sale or provision of any Solutions at any time; however, should Arctic Wolf discontinue the manufacture, sale, or provision of any Solution, Arctic Wolf will continue to service any existing subscription for the applicable Solution through the Subscription Term (as defined on the applicable Order Form) or as otherwise agreed with Customer. Except for one-time onboarding related to certain Solutions as contemplated in Section 3 of the MSA (as defined in Section 1.4 below), all other Solutions are made available by license, not sold, notwithstanding the use of the terms "sell" or "resell" in this Agreement. **"Documentation"** means user manuals, training materials, product descriptions and specifications and other printed information, as may be updated from time-to-time, relating to the Arctic Wolf Solution, as in effect and generally available from Arctic Wolf, expressly excluding marketing and sales collateral and materials. Some Software, including all third-party software and any open source software made available with or as part of the Solutions, are governed by separate license terms which will be provided by Arctic Wolf upon request.

1.3 Partner Services. Partner may provide certain support and professional services related to the Solutions (**"Partner Services"**) as more fully-described in the applicable Addendum, provided Partner is in continued compliance with the Order Form, applicable Terms and Program Guide. If Partner ceases to be in compliance with the Order Form, applicable Terms, and Program Guide, Arctic Wolf may notify Partner that it is prohibited from providing Partner Services and, upon receipt of such notice, Partner will immediately cease providing Partner Services until such breach is cured in accordance with Section 5.1 herein or the Agreement is terminated.

1.4 **End User License Agreement.** Partner acknowledges and agrees that Customer's Subscription to the Solutions is subject to (i) for sales pursuant to the Reseller Addendum, Customer's agreement to Arctic Wolf's Master Solution Agreement found at https://arcticwolf.com/terms/MSA/, as may be updated from time-to-time (the **"MSA"**), and referenced on Partner's purchasing document with Customer or (ii) for sales pursuant to the Managed Service Provider Addendum, Customer's agreement to Arctic Wolf's MSA and referenced on Partner's purchasing document with Customer or an agreement that, at a minimum, includes contractual provisions that are materially no less protective of Arctic Wolf's rights than those contained in Arctic Wolf's then-current MSA with such comparative terms to

include, but not be limited to, the license, license restrictions, intellectual property rights, title, termination, confidentiality, export, warranty, indemnification, limitation of liability and audit provisions. Partner acknowledges and agrees that Arctic Wolf may require Customers acknowledge and agree to Arctic Wolf's MSA and/or any such other Solution terms and conditions as part of the registration or installation process. Partner will be deemed a Customer for any internal purchase of the Solutions by Partner or use of the Solutions by Partner under the MSP Addendum and the MSA will apply to any such use and access.

2. ORDERS, FEES AND PAYMENT, AUDIT

2.1 Orders. Partner will initiate purchases for the Solutions with Arctic Wolf in accordance with the applicable Terms and/or Program Guide.

2.2 Fees and Payment. Partner will pay Arctic Wolf following the date of invoice in accordance with the payment terms set forth on the Order Form, or if silent, as set forth in the Program Guide.

2.3 Audit and Records. During the Term (as defined in Section 5.1 herein) and for a minimum of two (2) years thereafter, Partner will maintain complete and accurate books, records and accounts relating to the distribution or resale of the Solutions. Partner will permit Arctic Wolf, or an independent third-party auditor selected by Arctic Wolf, to inspect Partner's premises, books, records, products and/or accounts upon Arctic Wolf's reasonable request and in a manner that will not unreasonably interfere with normal business operations to confirm Partner's compliance with this Agreement. The results of an audit are Confidential Information of Partner.

2.4 Taxes. Partner will pay to Arctic Wolf any sales or use tax, whether federal, state or local, imposed on or arising out of the delivery of the Solutions to Partner by Arctic Wolf. Partner is solely responsible for paying any and all taxes due and owing as a result of Partner's provision of the Solutions to its Customers and for any taxes (including social security, employment and income) required by any federal, state, or local law or regulation pertaining to Partner's personnel. If Partner is required to pay any Taxes, Partner shall pay such Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Partner will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. Partner acknowledges and agrees that unless Partner provides a valid sales or use tax exemption prior to or simultaneously with its purchase of the Solutions from Arctic Wolf, Arctic Wolf will apply applicable sales tax on invoice and remit such tax to the appropriate taxing authority. Arctic Wolf will have no obligation to Partner to retroactively adjust the invoice or refund any sales or use tax collected related to any Order Forms issued by Arctic Wolf to Partner prior to the submission of any valid sales or use tax exemption.

3. WARRANTIES

With respect to the Solutions, Arctic Wolf makes only those limited warranties made directly to Customers as set forth in its MSA and no warranty is extended to Partner or any third party, unless otherwise specified in the Terms to this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS

DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED AND/OR CONTEMPLATED HEREUNDER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PARTNER ACKNOWLEDGES AND AGREES THAT ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, DO NOT WARRANT THAT THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED HEREUNDER WILL MEET PARTNER OR ITS CUSTOMERS' REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, DO NOT MAKE ANY WARRANTY AS TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SOLUTIONS, DOCUMENTATION, AND ANY OTHER SERVICES FURNISHED HEREUNDER.

4. ADDITIONAL OBLIGATIONS OF PARTNER

4.1 Data Protection. If Partner provides Arctic Wolf with personal information concerning its Customers, Customer's customers, prospects or employees, Arctic Wolf will only use the information in connection with the purposes outlined in this Agreement, or as otherwise indicated at the time Arctic Wolf receives such information (the **"Intended Purposes"**). Partner will not deliver, disclose or otherwise make such personal information available to Arctic Wolf, or its authorized distributor partner (as applicable), except as required for the Intended Purposes and unless Partner has consented and has obtained all necessary consents required to do so. The information may be maintained by Arctic Wolf in data centers in the United States, Canada, or in other parts of the world and the information may be accessed by Arctic Wolf's global personnel and authorized third parties as required for its business purposes. Partner agrees to comply with all applicable laws, including but not limited to privacy and data protection laws, provide all relevant notices, and gives consent and will obtain any other necessary consent required to share the information with Arctic Wolf and its authorized third parties for the Intended Purposes. Partner acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement (if any): (i) Non-European Data Protection Legislation may apply; and/or (ii) the European Data Protection Legislation may apply. Neither Partner nor Arctic Wolf will be acting as the other party's processor in connection with this Agreement. The terms "processing" and "personal data" as used in this Section 4.4 have the meanings given in the European Data Protection Legislation. Partner agrees that the terms set forth herein are subject to and hereby incorporate by reference, the terms contained in Arctic Wolf's Information Security terms available at https://arcticwolf.com/informationsecurity/, as may be updated from time to time.

4.2 Covenants. Partner acknowledges and agrees: (i) to abide by the terms and conditions of, to perform its obligations pursuant to and to meet the requirements set forth in, this Agreement, the Order Form, and the applicable Terms; (ii) that it has the corporate authority to enter into and perform under this Agreement, without violation of any of its obligations to third parties; (iii) to represent the Solutions accurately and fairly, to avoid any misleading or unethical business practices, (iv) to at all times comply with all applicable laws and regulations, including, without limitation, all privacy, export laws and regulations and the U.S. Foreign Corrupt Practices Act (the **"FCPA"**) as provided in Section 4.3, below; (v) to obtain any necessary license or other

authorization to export, reexport, or transfer the Solutions; (vi) to use the Arctic Wolf Technology solely for the purposes acting as a reseller or managed service provider; and (vii) to not compete with Arctic Wolf as a provider of the Solutions.

4.3 Anti-corruption; Export Controls; Economic Sanctions. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, U.S. export controls, economic sanctions, or the FCPA. Partner will not (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause Arctic Wolf to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Partner will not, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if Partner or any partner, officer, director, employee, agent, representative or shareholder of Partner knows or has reason to suspect or know that any. part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Partner acknowledges and agrees that none of Partner's officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and Partner agrees to immediately notify Arctic Wolf should the foregoing change during the term of this Agreement. Partner agrees not to export, re-export, provide, or transfer Arctic Wolf products or Confidential Information to any country, location, person, or entity prohibited under U.S. export controls or economic sanctions regulations, including to any U.S. embargoed country or region (currently, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine) or governments or governmental instrumentalities of these countries, wherever located; to any person or entity identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions; to any end user with knowledge or reason to know that the Arctic Wolf Products will be used for nuclear, chemical, or biological weapons proliferation, or for missile-development purposes; or to any person with knowledge or reason to know that they will export, re-export, provide, or transfer the Arctic Wolf Products or any Confidential Information other than in compliance with the foregoing restrictions as updated from time to time. Partner represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and Partner will not make any claim to the contrary (Arctic Wolf is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this

Agreement in its absence). Upon Arctic Wolf's request, Partner will require that any of its subcontractors, consultants, agents or representatives agree in writing to comply with substantially similar representations as contained in this Section 4.3.

5. TERM AND TERMINATION

5.1 Term and Termination of Agreement. This Agreement will continue in force for an initial term of one (1) year from the Effective Date and will automatically renew thereafter in one (1) year increments (the **"Term"**) unless (i) a party provides the other party with sixty (60) days prior written notice of non-renewal prior to the expiration of the then-current Term or (ii) if otherwise earlier terminated in accordance with the terms of this Agreement. A Party may terminate this Agreement or an Order Form for cause: (i) if the other Party is in material breach under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such material breach from the non-breaching Party; (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and such proceeding is not favorably resolved within sixty (60) days; or (iii) immediately, without notice, by Arctic Wolf in the event Partner is in breach of Sections 4.2 or 6.2.

5.2 Term and Termination of Order Form(s). Each Order Form will continue in force for the Subscription Term set forth therein and, with respect to resale transactions, unless otherwise earlier terminated by Customer in accordance with the terms of the MSA made between Arctic Wolf and the Customer. Unless otherwise provided on an Order Form, an Order Form will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term at the then-current price at the time of renewal. Either party may terminate an Order Form at the end of the Subscription Term identified therein by providing the other party written notice of termination sixty (60) days prior to the expiration of the then-current Subscription Term, unless earlier terminated as provided in this Section 5. For Solutions having a month-to-month Subscription Term, the effective date of termination will be the last day of the Subscription Term immediately after the 60-day notification period. As a matter of example, if notification of termination is provided on the 15th of September, the effective date of termination for the Subscription Term will be the 30th of November. With respect to any Order Form, Partner will have no right to termination for convenience during the Subscription Term.

5.3 Effect of Termination. Upon termination of this Agreement: (a) Partner shall discontinue all further promotion, marketing and support of the Solutions, and shall cease all display, advertising and use of all the Marks (as defined below) and will not thereafter use, advertise or display any such Marks; (b) Partner shall promptly return all Arctic Wolf's advertising matter and other printed materials or Documentation in its possession or under its control, and all Confidential Information of Arctic Wolf's (however stored), except that Partner may destroy any copies of the Confidential Information maintained on a hard drive or other electronic form; (c) in the event of termination by Arctic Wolf due to breach by Partner, the due date of all outstanding invoices for the Solutions shall automatically be accelerated and become immediately due and payable; (d) all orders not previously accepted by Arctic Wolf as of the effective date of termination may be cancelled by Arctic Wolf, at its option; (e) upon Arctic Wolf's written request, Partner shall provide transition services to Arctic Wolf as further specified in the applicable Program Guide; and (f) if applicable pursuant to an early termination of a resale transaction set

forth in 5.2 above, Arctic Wolf will refund to Partner and Partner will refund to Customer the pro-rata portion of prepaid Subscription Fees as of the effective date of termination. In addition, the provisions which, by their nature, should survive will survive the termination of this Agreement for any reason. Notwithstanding the foregoing, if this Agreement terminates and an Order Form is still in effect, then this Agreement shall continue, along with all licenses granted in the applicable Order Form(s), until the expiration of the Subscription Term(s) set forth in such Order Form(s).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Intellectual Property Rights. Arctic Wolf, its suppliers and licensors own and retain all intellectual property rights relating to the Solutions and Documentation, including all Feedback, improvements, modifications, translations and derivative works thereof (**"Arctic Wolf Technology"**). To the extent Partner obtains any right, title or interest in or to any Arctic Wolf Technology, Partner hereby assigns to Arctic Wolf all right, title and interest in and to such Arctic Wolf Technology and agrees to duly and timely execute all required documents evidencing Arctic Wolf's interest in and to the Solutions and Documentation upon Arctic Wolf's request. Feedback includes suggestions, comments or other feedback (**"Feedback"**) provided to Arctic Wolf by Partner with respect to the Solutions. This Agreement does not grant Partner any rights not expressly granted herein.

6.2 Restrictions. Partner will not, and will not permit any third party to: (a) copy, modify or encumber the Solutions or Documentation, (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Solutions (except where the foregoing is expressly permitted by applicable local law, and then only to the extent so permitted) or create any derivative works including, without limitation, customization, translation or localization, (c) sell, license, sublicense, rent, lease, lend, transfer or otherwise provide access to the Solutions or use the Solutions for timesharing or service bureau purposes, or otherwise use the Solutions on behalf of any third party (including as part of a managed service offering) unless approved by Arctic Wolf in writing and in which case the Managed Service Provider Addendum will apply, (d) remove or obscure any proprietary notices on the Solutions or Documentation, (e) publish or disclose to any third party any technical features, performance or benchmark tests, or comparative or competitive analyses relating to the Solutions except as expressly authorized in this Agreement or with prior written permission by Arctic Wolf, (f) use the Solutions for performing comparisons or other "benchmarking" activities, either alone or in connection with any hardware or software or (g) use the Solutions or Documentation for any purpose and in any manner not expressly and unambiguously authorized herein (including, without limitation, for any purpose competitive with Arctic Wolf). All rights in the Solutions are reserved to Arctic Wolf, its suppliers and licensors, except as expressly stated in this Agreement.

6.3 Marks. During the Term, Arctic Wolf hereby grants to Partner the limited, non-exclusive, non-transferable, revocable license to use and display the Arctic Wolf trademarks made available to Partner by Arctic Wolf from time to time (**"Marks"**) solely in connection with and solely to the extent reasonably necessary for the marketing, promotion, and distribution of the Solutions to prospective customers and end users within the Territory in accordance with the terms and conditions of this Agreement, any posted guidelines, and all applicable laws. Partner

shall not remove or alter the Marks or other proprietary notices incorporated in, marked on or affixed to the Solutions, Documentation, marketing materials or other materials provided by Arctic Wolf. Partner shall market, promote, and distribute the Solutions only under the Marks, and not under any other trademark or logo including a combination with any other trademarks or brand names. Partner shall not use the Marks or any other trademarks or trade names of Arctic Wolf or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product of Partner. Partner shall not use or authorize any person to use any of the Marks as a trade name or domain name. Partner shall not seek to register in any country any of the Marks or domain names including any Marks (or any confusingly similar marks or translations or transliterations of the Marks) in either Partner's or any third party's name and agrees to transfer any such registrations or domain names to Arctic Wolf on Arctic Wolf's request. Partner's use of the Marks shall be pursuant to Arctic Wolf's branding policies as Arctic Wolf may communicate to Partner from time to time, and Partner shall promptly modify its use of the Marks to conform to such policies. If Partner's use does not conform to the guidelines, then Arctic Wolf may request and, upon receipt of such request, Partner shall immediately cease any further use of the Marks. During the Term, Partner consents to Arctic Wolf using its name and logo to identify Partner as a partner of Arctic Wolf. Any use shall be subject to Arctic Wolf complying with any guidelines that Partner may deliver to Arctic Wolf from time-to-time regarding the use of its name and logo.

7. CONFIDENTIALITY

7.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, directors, employees, advisors, agents and subcontractors who have a need to know and are bound by confidentiality terms no less restrictive than those in this Agreement. For purposes of this Agreement, **"Confidential Information"** means any and all information disclosed by either party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, Program Guide, information contained within Arctic Wolf's Partner Portal, the Solutions and details related to the delivery thereof, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party and all derivatives thereof.

7.2 Exceptions. The restrictions stated in Section 7.1 do not apply to any Confidential Information that the Receiving Party can demonstrate:
(a) was known to it prior to its disclosure by the Disclosing Party without any obligation of confidentiality; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received, without any obligation of confidentiality, from a third party that to

the best of the Receiving Party's knowledge is authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; or (e) has been approved for release by the Disclosing Party's prior written authorization, but only to the extent of such authorization. The Receiving Party may disclose Confidential Information as required by court order or as otherwise required by law, provided that the Receiving Party provides prompt advance written notice thereof, to the extent not prohibited, and assists the Disclosing Party, at the Receiving Party's expense, to seek a protective order or otherwise prevent or restrict such disclosure.

7.3 Injunctive Relief. The parties agree that a breach of the confidentiality or license provisions of this Agreement will cause irreparable damage which money cannot satisfactorily remedy. In addition to any other remedies available at law or hereunder, the parties agree Arctic Wolf is entitled to seek injunctive relief for any threatened or actual breach of this Agreement by Partner in addition to all other legal remedies without the need to post bond.

8. INDEMNIFICATION

8.1 By Arctic Wolf. Arctic Wolf agrees to defend or settle, at Arctic Wolf's option, a third-party claim or cause of action against the Partner alleging that the Solutions infringe or misappropriate a U.S. patent or copyright of such third party (collectively, a **"Claim"**) and to pay damages finally awarded against the Partner and paid to an unaffiliated third party or to pay settlement amounts directly, and solely resulting from such Claim, provided that Partner (a) promptly gives written notice of the Claim to Arctic Wolf; (b) gives Arctic Wolf sole control of the defense and settlement of the Claim (provided that Arctic Wolf may not settle any claim or cause of action unless it unconditionally releases Partner of all liability other than the payment of amounts to be covered by Arctic Wolf hereunder); and (c) provides to Arctic Wolf all reasonable assistance at Arctic Wolf's request and expense. In the event of an actual or threatened Claim described in Section 8.1(ii), Arctic Wolf may, at its sole option: (i) procure for Partner the right to continue selling the Solutions under the terms of this Agreement; (ii) replace or modify the Solutions to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate Partner's rights to resell the Solutions, and terminate all then-existing licenses to the Solutions resold by Partner and refund any pre-paid unused fees as of the date of termination. Notwithstanding the foregoing, Arctic Wolf will have no obligation under this section or otherwise with respect to any Claim described in Section 8.1(ii) based upon (A) any unauthorized use of the Solutions or any breach of this Agreement by Partner, (B) any combination of the Solutions with other non-Arctic Wolf Solutions, equipment, software, uses or data, to the extent such Claim would not have arisen absent such combination and to the extent such combination is not reasonably anticipated, (C) any modification of the Solutions by any person other than Arctic Wolf, (D) any activity after Arctic Wolf has provided Partner with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Solutions or (E) continued use of the Solutions after notification from Arctic Wolf. The provisions of this section set forth Arctic Wolf's sole and exclusive obligations, and Partner's sole and exclusive remedies, with respect to any claims of infringement or misappropriation of third-party intellectual property rights of any kind.

8.2 By Partner. **Partner will defend, indemnify and hold Arctic Wolf harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims or**

causes of action against Arctic Wolf arising out of (a) any representations or warranties or any misrepresentation provided by Partner or its representatives relating to or concerning the Solutions; (b) a breach of any obligation of Partner set forth this Agreement; (c) any marketing, use or other exploitation of the Solutions, or (d) Partner's breach of any agreement or obligation with a Customer pertaining to the Solutions. Arctic Wolf will (i) promptly give written notice of the Claim to Partner; (ii) give Partner sole control of the defense and settlement of the Claim (provided that Partner may not settle any claim or cause of action unless it unconditionally releases Arctic Wolf of all liability other than the payment of amounts to be covered by Partner hereunder); and (iii) provides to Partner all reasonable assistance, at Partner's request and expense.

9. LIMITATION OF LIABILITY. ARCTIC WOLF, ITS SUPPLIERS AND LICENSORS, ARE NOT LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR: (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES, LOSS OF PROFITS, EXPENDITURES, LOSS OF GOODWILL, OR BUSINESS OPPORTUNITY; (C) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE AMOUNTS PAID TO ARCTIC WOLF DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; OR (D) ANY MATTER BEYOND ITS REASONABLE CONTROL WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. UPDATES. Should Arctic Wolf modify the terms and conditions set forth in the Agreement, Program Guide or Terms, Arctic Wolf will post the amended terms on www.arcticwolf.com/terms, the Program Guide, or respective links to the Terms, as applicable, and will update the "Last Updated Date" within the specific terms. By continuing as a Partner after Arctic Wolf has posted such updated terms, Partner is indicating that it agrees to be bound by such terms. If any change has a material adverse impact and Partner does not agree to the change, Partner must notify Arctic Wolf within 30 days after the effective date of the change. If Partner notifies Arctic Wolf, then Partner will remain governed by the terms in effect immediately prior to the change until the end of the then-current Agreement term. Any renewal of the Agreement will be renewed under the then-current terms, unless otherwise agreed in writing.

11. ENGLISH LANGUAGE CONTROLS. The Parties have agreed that this agreement as well as any notice, document or instrument relating to it be drawn up in English only; les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.

12. GENERAL PROVISIONS. This Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld except Arctic Wolf may assign this Agreement to a successor in interest. All notices, requests, directions or other communications hereunder will be in writing and deemed to have been sufficiently given when delivered to the address of each party set forth on the applicable Addendum, and if silent, to Arctic Wolf at PO Box 46390, Eden Prairie, MN 55344 Attn: Legal@arcticwolf.com and to Partner at the address provided for the Partner Portal registration, or such other updated address a party may provide to the other party in writing.

Except as expressly provided herein, no modification of this Agreement will be effective unless contained in writing and signed by an authorized representative of each party. The relationship of Arctic Wolf and Partner established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (a) give either Party the power to direct and control the day-to-day activities of the other, (b) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow Partner to create or assume any obligation on behalf of Arctic Wolf for any purpose whatsoever. Arctic Wolf's third-party suppliers or licensors are third party beneficiaries hereunder with respect to their respective product or software and reserve the right to assert claims for infringement or misappropriation of their intellectual property rights by Partner or its end user as to its third-party product or software. Headings in this Agreement are for reference purposes only and will not affect the interpretation or meaning of this Agreement. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each Party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. The United Nations Convention on Contracts for the International Sale of Goods will not apply. During the Term of and for six (6) months after expiration or termination of this Agreement, neither Party may directly solicit for hire as an employee, any of the other Party's personnel who have had material direct involvement with the Agreement; "solicit" does not mean posting or otherwise generally advertising open jobs, to which an employee of the other Party may respond. This Agreement constitutes the entire agreement between Arctic Wolf and Partner with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No modification of this Agreement by Partner will be effective unless contained in writing and signed by an authorized representative of each party. No term or condition contained in Partner's purchase order or similar document will apply unless specifically agreed to by Arctic Wolf in writing, even if Arctic Wolf has accepted the order set forth in such purchase order. Notwithstanding any provision contained in this Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. The foregoing clause will not apply to the payment of any sums due under this Agreement by either party to the other.

TOWN OF JUPITER

Contract Award Recommendation for
Cybersecurity Managed Detection and Response Services

DATE:	February 16, 2021
TO:	Honorable Mayor and Members of Town Council
THRU:	Matt Benoit, Town Manager
FROM:	Karl S. Craig, Director Information Systems
SUBJECT:	Contract Award Recommendation for Cybersecurity Managed Detection and Response Services in the Amount of $84,410.32

EXECUTIVE SUMMARY:

Cybersecurity industry experts predict that ransomware attacks will continue to increase in 2021 as cybercriminals get more sophisticated in their methods and expand their reach. Partnering with a leader in local government cybersecurity protection to combat this risk and better position the Town to defend from cyberattack is a necessary step to further protect our data and systems.

Following the cyber-attack the Town experienced in March of 2020, the Town's insurance carrier engaged on our behalf a regional cybersecurity forensics team to help cleanse and secure our computer environment from the cybercriminals. The resulting Incident Response Recommendations Report included recommendations to *augment staff*, *increase monitoring* of *network traffic* and *endpoints* (servers and computers). The most efficient way to provide the needed services is through established and reputable cybersecurity protection firms who can leverage the power of automation, algorithms, and experienced full-time staff. This will provide monitoring our environment 24 x 7 for anomalies and suspicious behavior, alerting us and taking action when needed. Providing these services with Town staff alone would be cost prohibitive and inefficient. In contrast, it would require a minimum of 4 full time and highly paid cybersecurity professional working in shifts around-the-clock, 7 days a week, to match the services and capabilities of the proposed solution.

Town staff recommendation to accept Flagler Technologies quote, # 003699 v2 in the amount of $84,410.32 for Arctic Wolf's Managed Detection and Response Services. The Arctic Wolf solution is an industry leading, cloud-native platform designed to deliver security operations as a concierge service.

The security services include; log, data, and network traffic ingestion and monitoring with dedicated response and support services for the expressed purpose of identifying and preventing malicious behavior to reduce the risk of malware, ransomware, cyberattack, and theft of data within the Town's computer network and systems.

On January 8th bids were received via DemandStar.com for the requested managed detection and response services. Six (6) bids from qualified firms were received and were meticulous reviewed and graded by town staff familiar with our cybersecurity needs and services available in the marketplace.

Each proposal was scored using the following criteria and weighting; Price - total cost including all components and services (25%), Requirements – evaluation of responses to meet all requirements listed (40%), Best Fit – ability to meet the current and ongoing needs of the Town as a security partner (35%).

The committee graded the Flagler Technologies/Arctic Wolf bid superior with a score of 376 out of 400 possible points or 94% nearly 20% higher than the next closest submission.

A complete bid tabulation, invitation to bid, selection committee scoring sheet, and selected proposal are provided as attachments for further reference.

Flagler Technologies is a local and trusted information technologies firm which has proven itself to be a reliable and competent value-added partner for the Town. References were conducted via phone with two of Arctic Wolf's current municipal government customers. Each reference was selected because they are similar in scope to the Town of Jupiter with respect to the needed cybersecurity services and volume of data and network traffic. Each of which gave Arctic Wolf, its customer service, and solution high marks. They are:

- City of Covington, GA
- Davis County, UT

Each government confirmed the value received from the Arctic Wolf solution and praised the insight they receive to continually increase security and eliminate active threats on an ongoing basis through regularly scheduled meetings, active scanning, and assessment reporting.

Arctic Wolf will provide the Town with the following functions, services, and cybersecurity protections which are intended to better protect the Town of Jupiter from an interruption in services due to malware, ransomware, and system corruption by unauthorized access of our computer systems.

- 24 x 7 Monitoring of Servers, Workstations, Firewalls, Network Traffic
- Advanced Threat Protection and Managed Containment
- Threat Hunting, Incident Response, Remediation Assistance
- Reporting, Bi-monthly Dark-Web Scanning for Vulnerable Data
- Bi-monthly Meetings for Risk Posture Review
- On-call Dedicated Concierge Team Providing Single Point of Contact

RECOMMENDATION:

Staff recommends approval of quote # 003699 v2 submitted by Flagler Technologies in the amount of $84,410.32 for Arctic Wolf's cybersecurity managed detection and response services.

Strategic Priority:

Organizational Excellence

Attachments:

- Bid tabulation RFQ-IS-2020-12
- Cybersecurity Selection Committee Scoring Summary Sheet

Funding Source:

	Approved in Budget	$84,410.32	Sources: 00125213 552000
	Additional Funding Required	$	Sources:

For more information or to request attachments, please contact *King Wekenmann* at *KingW@jupiter.fl.us* and/or *561.741.2351*

Tabulation Sheet

Agency Name Town of Jupiter

Bid Number RFQ-IS-2020-12-0-2021/kc

Bid Name Town of Jupiter Managed Detection and Response Services

Bid Due Date 01/08/2021 17:00:00

Bid Opening **Closed**

6 responses found.

✓ online, offline, • not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents Sent	
Complete								
1.	Dell Technologies	01/08/2021	6025 Indian Forest Cir, Lake Worth, FL, 33463	$111753.80			Bid Form	•
2.	Flagler Technologies	01/07/2021	5295 Town Center Rd. Suite 201, Boca Raton, FL, 33458	$84410.32		Small Business, Woman Owned	Bid Form	✓
3.	Foresite	01/08/2021	1 Hartfield Blvd, Suite 300, East Windsor, CT, 06088	$174937.00			Bid Form	✓
4.	MGT of America Consulting, LLC	01/08/2021	4320 West Kennedy Boulevard, Suite 200, Tampa, FL, 33609	$110050.00			Bid Form	✓
5.	Proficio	01/08/2021	1555 Faraday Ave. , Carlsbad, CA, 92008	$96554.95			Bid Form	✓
6.	TylerTech	01/08/2021	One Tyler Drive, Yarmouth, ME, 04096	$143000.00			Bid Form	✓

Managed Detection and Response Services RFQ-IS-2020-12

Master Scoring Sheet

BID:	RFQ-IS-2020-12							
DATE:	Wednesday, January 20, 2021							
TIME:	3:00 p.m.							
LOCATION:	Zoom Meeting							
COMMITTEE:	Mike Dean, Karl Craig							
	Daniel Baird, King Wekenmann							
	Company	Quote Complete	Total Bid	Mike Dean	Karl Craig	Daniel Baird	King Wekenmann	Grand Total *
	Dell Technologies	Yes	$ 111,753.80	65	80	70	78	293
	Flagler Technologies	Yes	$ 84,410.32	98	95	90	93	376
	Foresite	Yes	$ 174,937.00	65	55	50	67	237
	MGT of America Consulting, LLC	Yes	$ 110,050.00	80	75	75	77	307
	Proficio	Yes	$ 96,554.95	72	85	80	77	314
	Tyler Technologies	Yes	$ 143,000.00	70	65	50	70	255
BID AWARD:	Flagler Technologies							*400 pts. max

FLAGLER TECHNOLOGIES

Town of Jupiter - Town of Jupiter - 3320

Quote #003699 v2

Prepared For:

Town of Jupiter
Mike Dean
210 Military Trl
Jupiter, FL 33458-5786

P:
E: miked@jupiter.fl.us

Prepared by:

Flagler Technologies, LLC
Shana Clark
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P:
E: shana.clark@flagler.io

Date Issued:
02.08.2021
Expires:
02.26.2021

Subscription: 03/01/2021 through 02/28/2022

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
450	AW-MDR-USER	Arctic Wolf MDR user license	$82.56	$37,152.00
150	AW-MDR-SE	Arctic Wolf MDR user license	$82.56	$12,384.00
600	AW-MDR- 90DAY	Arctic Wolf MDR Log Retention - 90 days	$0.00	$0.00
4	AW-MDR- 2XX-S	Arctic Wolf 300 Series Sensor - 5 x 1G with RJ45 Connectors	$1,257.58	$5,030.32
450	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	$11.08	$4,986.00
450	AW-MR-USER	Arctic Wolf Managed Risk user license	$41.43	$18,643.50
150	AW-MR-SE	Arctic Wolf Managed Risk server license	$41.43	$6,214.50
			Subtotal:	**$84,410.32**

One Time Fees

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	AW-MDR-OB	Arctic Wolf MDR Onboarding	$0.00	$0.00
1	AW-MR-OB	Arctic Wolf Managed Risk Onboarding	$0.00	$0.00

Quote Summary	Amount
Subscription: 03/01/2021 through 02/28/2022	$84,410.32
Total:	**$84,410.32**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

FLAGLER TECHNOLOGIES

Appendix

Upon renewal of the Subscription of equal or greater Quantities and Subscription Term, the Net Total price for each Item set forth above will increase by 5.0 percent annually.

Terms

This Order Form, the Master Partner Agreement located at http://www.arcticwolf.com/terms/mpa (or equivalent Master Partner Agreement executed by the parties, as may be amended from time to time), and the applicable Addendum (collectively, the "Agreement"), along with all additional terms and conditions referenced within the Agreement, governs Partner's resale of the Solutions to the assigned end user above ("Customer"). Customer acknowledges and accepts the terms of the Agreement by returning a signed copy of this Order Form to Arctic Wolf or by issuing a conforming Purchase Order ("PO") that incorporates by reference the terms contained herein. The Order Form Effective Date is the earlier of : (i) the date of first signature below or (ii) the date of receipt by Arctic Wolf of a conforming PO. The Subscription Start Date will begin on the thirtieth (30) day following the Order Form Effective Date unless specified in the Subscription Start Date field above. Unless otherwise defined in this Order Form, all defined terms shall have the same meaning as set forth in the Agreement.

SKUs with "One-Time Fees" listed above are not sold on a subscription or recurring basis. All One-Time Fees shall be invoiced in the first of series of invoices (where applicable) unless otherwise specified on this Order Form. Total Fees listed above are non-refundable and do not include any sales, use or excise taxes now or hereafter imposed by any governmental authority ("Taxes") with respect to the products listed above. Partner shall be responsible for paying all Taxes upon invoicing by Arctic Wolf for any such Taxes.

The terms of this Order Form are deemed Confidential Information as defined in the Agreement and may not be disclosed except as otherwise provided in the Agreement.

TOWN OF JUPITER
Approving the Annual License Renewal for VMware Virtual Server Host Software in the amount of $89,454.95

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving the Annual License Renewal for VMware Virtual Server Host Software in the amount of $89,454.95

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to renew the annual maintenance of the licenses and support services for VMware Cloud Foundation and VMware vSphere Foundation. Annual licenses and support are purchased through the value added reseller SHI International Corporation using the Sourcewell Technology Catalog Solutions Contract, #081419, for the amount of $89,454.95.

ANALYSIS

The Town's many application servers and associated data are housed on a collection of four (4) hyper-converged hosts located in the Town's datacenter. VMware Cloud Foundation and VMware vSphere Foundation is the software which powers these hosts to provide over 120 virtual servers used for data storage, drive segmentation, encryption services, and databases necessary for the Town to conduct business. Renewing the annual maintenance for the VMware software keeps the software up-to-date with security patches, 'bug' fixes, software enhancements, cybersecurity, and improved performance.

The Town has used VMware for many years to provide virtual servers and storage for much of its data and application server needs. Renewing the maintenance for VMware is the most cost-effective option and least disruptive for providing host data services and maintaining continuity of business operations.

Additionally, the annual maintenance renewal for VMware licenses and support includes needed licenses to accommodate the addition of a 5th hyper-converged host, in the planning stage, expanding the needed processing power and storage capacity of the Town's datacenter.

STRATEGIC PRIORITY

● Organizational Excellence

ATTACHMENTS

1. Sourcewell Contract 081418-SHI
2. SHI Quote-24507548

FUNDING SOURCE

Approved in Budget	$89,454.95	Sources: 00125313 531000 Information Systems

For more information or copies of the attachments, please contact Karl Craig at karlc@jupiter.fl.us or 561-741-2221.

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Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

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to be provided the associated schedule and price and any special conditions applicable to that SOW.

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

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

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

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

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

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new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

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conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

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9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

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in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

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this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

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the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

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certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

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Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann _____
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:

DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

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RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	SHI International
Address:	290 Davidson Ave. Somerset, NJ 08873
Contact:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Phone:	678-708-3906
HST#:	22-3009648

Submission Details

Created On:	Thursday June 27, 2019 20:01:55
Submitted On:	Tuesday August 13, 2019 20:57:55
Submitted By:	Aimee Ballenger
Email:	aimee_ballenger@shi.com
Transaction #:	de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address:	161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped $10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.

9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over $100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached $10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up $2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. Acronis – 5 Certifications Adobe – 7 Certifications AGOEA – 1 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications

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Blue Coat Systems - 3 Certifications
Bluebeam – 7 Certifications
Bomgar – 3 Certifications
Business Objects – 11 Certifications
CA – 34 Certifications
Check Point – 12 Certifications
Cisco – 44 Certifications
Citrix – 88 Certifications
CIW – 1 Certifications
Commvault – 67 Certifications
Compellent – 5 Certifications
CompTIA – 35 Certifications
CradlePoint – 2 Certifications
DataCore – 1 Certifications
Dell – 92 Certifications
Dell EMC – 44 Certifications
D-Link- 4 Certifications
Domino – 1 Certifications
EMC – 54 Certifications
Emulex – 1 Certifications
ESET – 3 Certifications
Exin – 2 Certifications
F5 – 8 Certifications
HDS (Hitachi Data Systems) – 4 Certifications
HP – 201 Certifications
HPE – 327 Certifications
IBM – 174 Certifications
IBM hardware – 11 Certifications
Imation/Nexsan – 4 Certifications
ISC2 – 10 Certifications
ITIL – 5 Certifications
Ixia – 3 Certifications
Juniper – 28 Certifications
LanDesk - 10 Certifications
Lenovo - 26 Certifications
LogRhythm - 3 Certifications
McAfee - 92 Certifications
Mellanox - 2 Certifications
Metastorm - 1 Certification
Microsoft - 1090 Certifications
Motorola - 8 Certifications
MS0616813816 - 1 Certification
NetApp - 26 Certifications
NetIQ - 6 Certifications
Nimble - 7 Certifications
Novell - 11 Certifications
Nutanix - 7 Certifications
Oracle - 340 Certifications
Other - 30 Certifications
Polycom - 14 Certifications
ProCurve - 6 Certifications
Proofpoint - 3 Certifications
Pure - 5 Certifications
Qlogic - 5 Certifications
Quantum - 2 Certifications
Quest Software - 1 Certification
Red Hat - 18 Certifications
RIM - 1 Certification
RSA - 33 Certifications
SANS.ORG - 1 Certification
Scale Computing - 1 Certification
ScriptLogic - 2 Certifications
Secure Computing / McAfee - 2 Certifications
Security Horizon - 2 Certifications
SimpliVity - 5 Certifications
Sonicwall - 2 Certifications
Splunk - 6 Certifications
Sun Microsystems - 65 Certifications
Symantec - 142 Certifications
Tegile - 2 Certifications
Tintri 4 Certifications
Trend Micro 5 Certifications
Veeam 10 Certifications
Vision Solutions 1 Certification
VMware 300 Certifications
Watchguard 1 Certification
Websense 18 Certifications

16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI’s Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member’s environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards • Microsoft US Surface Transformation Reseller of the Year • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Ranked 10th on CRN's 2019 Solution Provider 500 • Dell Technologies Transformational Partner of the Year • SOPHOS Cloud Partner of the year • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Intel Partner of the Year for Marketing: Training for Results - Sales • CRN's 2019 Managed Service Provider 500 - Elite 150 Category • Forbes Best Employers for Diversity 2019 • Adobe Digital Media Worldwide Partner of the Year 2018 Awards • VMware Partner Innovation Award: Transform Networking & Security • VMware Partner Innovation Award: Partner of the Year – Americas • VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas • Panasas Accelerate Newcomer Partner of the Year 2018 • Citrix Networking Partner of the Year • CloudHealth North America Partner of the Year • Cisco US Commercial POY - South Area • Cisco Capital POY - South Area • Cisco US Commercial POY - West Area • Cisco Advanced Collaboration Partner of the Year • Austin American-Statesman Top Workplaces • RSA North American SecurID® Suite Partner of the Year • Pure Storage Disruptor of the Year Partner Award • Partner of the Year - Municipal Information Systems Association (MISA) of Ontario • Ranked 8th on CRN's 2018 Solution Provider 500 • MSI Outstanding Channel Partner Award • Intel Partner of the Year PC Client Solution Award 2017 Awards • VMware Americas Marketing Partner of the Year • VMware Global Marketing Partner of the Year • Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards
- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards
- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards
- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		• Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome NASPO Software Contract • 2016 – $176 Million • 2017 - $163 Million • 2018 – 302 Million State Microsoft Software Contract • 2016 - $39 Million • 2017 - $188 Million • 2018 - $104 Million State Microsoft Software Contract • 2016 - $133 Million • 2017 - $149 Million • 2018 - $40 Million State Software Contract • 2016 - $95 Million • 2017 - $108 Million • 2018 - $117 Million GSA • 2016 - $64 Million • 2017 - $85 Million • 2018 - $84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - $82M 2017 - $85M 2016 - $64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Scearce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	$16-$1.7M	$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	$10-$4M	$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	$33-$1.1M	$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	$11-$1M	$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	$10-$1.6M	$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company’s capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.

26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.

27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.

2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours

3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
• If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:

1. Reply to customer request within 2-4 hours, confirming receipt of request
2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such has awaiting vendor response/additional specs are required from the customer.

4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
• If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.

• If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days

5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume *

6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.

7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
• Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.

8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.

9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP

10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.

11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.

12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
• Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.

13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.	
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;	

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - http://blog.shi.com/. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcewell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Sciquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722	*

37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over $667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:
- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:
- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting https://youtu.be/eZhNpTKEvfY.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stayed ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don’t provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members’ unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members’ assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System —Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System —this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMs, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.	*

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • $0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. $1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.	*

52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to $50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over $50,000.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI’s logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Deskside Delivery - SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting. Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month. 2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts. 4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.	*
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.	*

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information. *
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members. Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "…working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available." *
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. 3M COMPANY Authorized Partner ACER Authorized Partner ADOBE SYSTEMS, INC Platinum ADTRAN Authorized Partner APC Elite Business Network Partner APPLE, INC. Corporate Reseller ARUBA NETWORKS, INC. Platinum Partner AVAYA COMMUNICATION Emerald Reseller AMAZON WEB SERVICES Authorized Partner BARRACUDA DMR #2 Partner BELKIN VIP Level BLACK BOX Authorized Partner BLUE COAT SYSTEMS, LLC Authorized Partner BMC SOFTWARE Driver Level BORLAND SOFTWARE COMPANY Authorized Partner BRENTHAVEN Authorized Partner BROCADE COMMUNICATION SYSTEMS (Ruckus) Authorized Partner CANOGA PERKINS Authorized Partner

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premer & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanum DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELETRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCIA)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales enginerr I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMWare VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.	
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
- Marketing Plan/Samples - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
- WMBE/MBE/SBE or Related Certificates - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
- Warranty Information (optional)
- Pricing - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
- Supplemental Pricing Documentation (if needed) (optional)
- Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

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AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp**., 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

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2. As used within the Original Contract, any reference to "Vendor" will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Authorized Signature

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell–APPROVED:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT

DocuSign Envelope ID: 6104E26F-4280-477C-BE12-5B34EA55A151

CONTRACT EXTENSION

Contract Number: #081419-SHI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	SHI International Corp.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Erin Rose 1EA41C2ECB48407...
By: _____	By: _____
Jeremy Schwartz	Erin Rose
Title: Chief Procurement Officer	Title: Sr. Contracts Specialist
Date: 11/17/2022 | 8:56 AM CST	Date: 11/17/2022 | 9:57 AM EST

Pricing Proposal
Quotation #: 24507548
Created On: 2/16/2024
Valid Until: 2/29/2024

FL-Town of Jupiter

Edwin Velasquez
United States
Phone: 561-741-2453
Fax:
Email: EdwinV@jupiter.fl.us

Inside Account Executive

Ken Stelmack
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1542
Fax: 732-564-8224
Email: Ken_Stelmack@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	VMware Cloud Foundation 5 - 1-Year Prepaid Commit - Per Core VMware - Part#: VCF-TD-TL-1P-C Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	240	$266.93	$64,063.20
2	VMware vSAN 8 - 1-Year Prepaid Commit Add-on for VMware vSphere Foundation and VMware Cloud Foundation - Per TiB VMware - Part#: VSP-PL-TD-VSAN-TL-1P-C Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	41	$160.15	$6,566.15
3	VMware Firewall per Core for 1-year term VMware - Part#: FW-C-TLSS-C Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	240	$78.44	$18,825.60
			Total	$89,454.95

Additional Comments

VMware production support now includes Skyline, a feature the helps avoid problems before they occur. You can register for the additional support HERE

Please note the following:

1) VMware EULA -- VMware EULA
2) VMware Does Not offer a standard return policy
3) Service offerings are non-refundable. For these products, orders are non-cancellable and non-returnable from point of order.
4) PSO Credits are only active for 1 Year

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

TOWN OF JUPITER
2024 Appointments to the Town's Boards and Committees, and Countywide Organizations.

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Laura Cahill, Town Clerk
SUBJECT	Council Appointments to the Town Boards and Committees, and Countywide Organizations

EXECUTIVE SUMMARY
Staff is requesting Town Council to appoint or reappoint expired or vacant member terms for the various Town Boards and Committees.

- **Art Committee** - Appointments to be made are: 5 Committee Members; 2 Vacant Members; 3 Vacant Alternate Members.
- **Audit Committee** - Appointments to be made are: 4 Committee Members; 1 Vacant Committee Member.
- **Beach Committee** - Appointments to be made are: 5 Committee Members; 1 At Large Member, 2 Alternate Members.
- **Construction Board of Adjustments and Appeals** - Appointments to be made are: 2 Board Members (1 Architect and 1 Electrical).
- **Environmental Task Force** – Appointments to be made are: 3 Task Force Members*; 2 Vacant Task Force Members*, 1 Vacant Alternate Member.
- **Historic Resources Board** – Appointments to be made are: 3 Board Members; 1 Alternate Member; 1 Vacant Alternate Member.
- **Planning and Zoning Commission** – Appointments to be made are: 4 Commission Members *;1 Vacant Commission Member*; 1 At Large Members; 1 At Large Vacant Members; and 2 Alternate Members.
- **Countywide Organizations** – Appointments to be made are: 6 Boards.

*NOTE: Members of the Beach Committee, Environmental Task Force, and Planning and Zoning Commission serve at the pleasure of the Council and the positions are reconsidered every year.

The Town Clerk's Department recruited applicants through the Town's website, social media posts; emails to residents; and postings throughout Town Hall.

Under separate cover:

Current Membership List and applications, Expired Term Members Form, Council worksheet/notes, Committee recommendation (if applicable), Qualified Interested Applicants list, Qualified Interested Applications.

ANALYSIS
Appoint or reappoint members to each of the Boards or Committees, as needed.

STRATEGIC PRIORITY
● Town Communication

ATTACHMENTS
1. Boards and Committees Summary 2024
2. Boards and Committee Appointments 2024 Worksheets

FUNDING SOURCE
N/A

For more information or to request attachments, please contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752.

Town of Jupiter – Boards and Committees

Summary of Boards and Committees

The Town of Jupiter has several advisory boards and committees which are appointed by the Town Council. If you would like to volunteer and serve as a member of one of the following boards, please complete the online application. All Town of Jupiter Boards and Committees members are required to view the Palm Beach County Code of Ethics one-hour long video prior to serving. The training requirement can be found on the web on the Ethics Training web page. Appointments are tentatively scheduled yearly in April; applications are due February 2, 2024 for the April 2024 appointments however, applications are accepted throughout the year and will be kept on file until the following years appointments. For more information, contact the Town Clerk's office, at 741-2752 or TownClerk@jupiter.fl.us.

Art Committee

To promote, encourage, facilitate and cause the enhancement and beautification of Town Hall and other municipal buildings through the exhibition of works of art, either through loan or purchase; to foster the appreciation and interest in arts in the greater Jupiter area; to evaluate donations of all forms of art work for municipal buildings in the Town of Jupiter and make recommendations to Town Council for approval of the selected work; and to coordinate all approved plans, themes, exhibitions, and activities with the Town Manager who shall be responsible for the execution of the Committee's direction as approved by the Town Council.

Residency Requirements:	No residency requirements to serve.
Membership:	Twelve (12) regular members and three (3) alternate members, staggered three (3) year terms appointed At Large. **The membership of the Committee shall include individuals possessing artistic skills in one or more of the following areas: Painter; Sculptor; Photography; Weaving; Stained Glass; Architecture; Interior Design; Mobiles; and Art Appreciation.**
Meeting Date:	The Committee meets the third Monday of the month at 6:00 P.M.
Staff Liaison:	Satu Oksanen, Neighbourhood Services Manager
Attendance:	Members of this Board not in attendance at 50% of the regularly scheduled meetings and at art opening exhibitions that seat shall be declared vacant and Town Council requested to fill it from a recommended list of applicants. There would be no excused absences.

Audit Committee

Provide the Town Council advice and recommendations in matters relating to the Town's audited financial statements

Residency Requirements:	Only Town residents may serve.
Membership:	Five members shall be residents of the Town that have particular experience in public accounting or experience managing the activities of annual financial audit for businesses or other governmental agency, or other appropriate experience. Members serve one-year terms
Meeting Date:	The Committee can meet up to three times a year pre and post audit. Meetings start at 4:00 p.m. and are held in the Town Council Chambers.
Staff Liaison:	Scott Reynolds, Director of Finance Dawn Clark, Assistant Finance Director

Beach Committee

To make recommendations to the Town Council regarding making the Jupiter beach areas more attractive, physically healthier, and accessible to the citizens and residents of the Town of Jupiter and the general public. In addition, the Committee may make recommendations to the Jupiter Local Planning Agency and Town Council concerning the Comprehensive Plan and its implementation.

Residency Requirements:	Only Town residents may serve. Property Owners or Business Operators may serve.
Membership:	Five (5) individual Council appointees; two (2) At Large and four (4) Alternate members serving two-year terms. The Committee members shall select one of its members to serve as Chairman of the Meetings and a Vice Chairman to chair meetings in the absence of the Chairman. The Chairman may only serve two (2) consecutive years.
Meeting Date:	The Committee meets quarterly.
Staff Liaison:	Laura Cahill, Town Clerk Stephanie Proffer, Recording Secretary

Construction Board of Adjustments & Appeals

The Board shall hear appeals concerning interpretations and enforcement of the building and technical codes.

Membership:	Seven (7) members - staggered three (3) year terms appointed At large. **The Board shall be composed of a registered architect; a registered engineer; a building contractor; an electrical contractor; a mechanical contractor; a plumbing contractor; and a roofing contractor.**
Meeting Date:	The Board meets as needed.
Staff Liaison:	Roger Held, Director of Building Lilian Cain and Kyle Wekenmann, Recording Secretary

Environmental Taskforce

The purpose of the Task Force is to provide information and recommendations to the Town Council regarding tree preservation related to Town Code revisions and best practices, identify and address open spaces opportunities, and review the Town's Code and policies to recommend sustainability initiatives in the Town of Jupiter.

Membership:	**Members of the Taskforce shall be Town of Jupiter residents with an interest in the environment; one (1) member with an environmental or scientific background and one (1) member a local business owner.** Five (5) individual Council appointees; two (2) at-large members, and two (2) alternate members who shall be appointed by a majority of the membership of the Council.
Meeting Date:	The Taskforce shall meet on a quarterly basis at a minimum, or more frequently if deemed necessary.
Staff Liaison:	Barrett Cruce, Natural Resources Supervisor

Historic Resource Board

To promote the preservation and conservation of historic and archaeological resources. Board responsibilities include approving certificates of appropriateness for historically designated properties, archaeological certificates to dig and Florida Historical Marker applications. In addition, the Board makes recommendations to the Town Council regarding Comprehensive Plan and Zoning Code text amendments to historic and archaeological preservation regulations, applications for historic designation, demolition permits for historically designated structures, and nominations of properties to the National Register of Historic Places.

Membership:	**Town residents and non-residents of the Town may serve, provided that a majority of membership shall be Town residents.** The Board shall consist of five regular members and two alternate members, designated as the first alternate and the second alternate. Each member of the Council shall be entitled to appoint a regular member, who shall serve at the pleasure of the member of the Council who makes the appointment. The two alternate members shall be appointed by a majority vote of the Town Council. Members of the Board shall have professional experience and/or higher educational degrees in the disciplines of history, architecture, landscape architecture, architectural history, archaeology, planning, or other professional experience or degrees in related disciplines such as American Studies, American civilization, cultural geography, cultural anthropology, or American history. Two members of the Board may be filled by individuals that do not meet the educational or professional experience requirements set forth above, provided they demonstrate a special interest, or knowledge of, the town's history. All applicants for positions on the Board shall submit sufficient information to demonstrate their educational or professional experience and qualifications which is relevant to demonstrating that they meet the qualifications established herein. A majority of the membership of the Board shall be residents of the town. However, the Town Council may appoint one member of the Board who is not a resident of the town, provided they have the professional or educational qualifications and/or experience requirements recited hereinabove.
Meeting Date:	The Board meets the third Monday of the month at 6:00 P.M.
Staff Liaison:	Stephanie Thoburn, Assistant Director of Planning and Zoning

Planning and Zoning Commission

The purpose of the Task Force is to provide information and recommendations to the Town Council regarding tree preservation related to Town Code revisions and best practices, identify and address open spaces opportunities, and review the Town's Code and policies to recommend sustainability initiatives in the Town of Jupiter.

Attendance:	Members of this Board may be removed by the Board for lack of attendance. Lack of attendance is defined as a failure to attend three (3) consecutive meetings without a valid excuse.
Membership:	**Must be Town Resident, Registered Voter, and hold no other Town position or Town office.** Five (5) individual Council appointees – staggered three-year terms; Two (2) At Large; a 1st Alternate member and a 2nd Alternate member – serving one (1) year terms. Members shall be knowledgeable concerning the functions of municipal government and interested in the furtherance and promotion of planning and zoning matters and municipal development in keeping with the health, safety and welfare of the citizens.
Meeting Date:	The Commission meets the 2nd Tuesday of the month at 7:00 P.M.
Staff Liaison:	John Sickler, Director of Planning and Zoning Stephanie Thoburn, Assistant Director of Planning and Zoning

Police Pension Board

To administer the Municipal Police Officer's Retirement Fund.

* Regulations set by Florida State Statutes

Attendance:	Members of this Board may be removed by the Board for lack of attendance. Lack of attendance is defined as a failure to attend three (3) consecutive meetings without a valid excuse.
Membership:	Five (5) members serving two (2) year terms; two of whom shall be Town Residents; two of whom shall be Police Officers and the fifth member shall be chosen by a majority of the previous four members
Meeting Date:	The Board meets quarterly on the second Monday of the month at 10am in Council Chambers at Town Hall.
Staff Liaison:	Scott Reynolds, Director of Finance Margie Adcock, Resource Center

Council Worksheet/Notes

Art Committee

Suggested Member Names	Notes
Alternates	

Note:

Council Worksheet/Notes

Audit Committee

Suggested Member Names	Notes
Alternates	

Note:

Council Worksheet/Notes

Beach Committee

Suggested Member Names	Notes
Alternates	

Note:

Council Worksheet/Notes

Construction Board

Suggested Member Names	Notes
Alternates	

Note:

Council Worksheet/Notes

Environmental Task Force

Suggested Member Names	Notes
Alternates	

Note:

Council Worksheet/Notes

Historic Resources Board

Suggested Member Names	Notes
Alternates	

Note:

Council Worksheet/Notes

Planning and Zoning Commission

Suggested Member Names	Notes
Alternates	

Note:

TOWN OF JUPITER
Selection of Town of Jupiter Vice-Mayor 2024-2025.

DATE	April 2, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Laura Cahill, Town Clerk
SUBJECT	Selection of Town of Jupiter Vice-Mayor 2024-2025.

EXECUTIVE SUMMARY

Pursuant to the Town of Jupiter's Code; Article V. Municipal Organization and Officers, Section 1. – Duties of Mayor and Vice-Mayor. -

"The Mayor shall preside at meetings of the [town] council, [and] shall be recognized as head of the town government for all ceremonial purposes, but shall have no administrative duties. The Vice-Mayor shall act as mayor during the absence or disability of the Mayor, and likewise shall have no administrative duties. As soon as practical after the general election has been completed, the [town] council shall elect the vice-mayor from among their [its] number. The Mayor shall sign all deeds, bonds, or other instruments of writing, relating or pertaining to real estate, to which the town is a party, except that the [town] council may delegate this power to the town manager."

The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and likewise shall have no administrative duties. As soon as practical after the general election has been completed, the Council shall elect the Vice-Mayor from among their number.

ANALYSIS

Staff recommends Council select the 2024-2025 Vice-Mayor.

STRATEGIC PRIORITY

● Town Communication

ATTACHMENTS

1. Vice-Mayors Elected 2013-2023

FUNDING SOURCE

N/A

For more information, please contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752.

Vice-Mayors Elected
2013 –2023

March 2013	Wendy Harrison
March 2014	Ilan Kaufer
March 2015	Jim Kuretski
March 2016	Ilan Kaufer
March 2017	Wayne Posner
March 2018	Ron Delaney
March 2019	Jim Kuretski
March 2020	Ilan Kaufer
April 2021	Cameron May
April 2022	Ron Delaney
April 2023	Cheryl Schneider
August 2023	Ron Delaney