



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL SECOND MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 1, 2025
7:00 PM**

Call To Order

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Malise Sundstrom
Councilor Phyllis Choy
Councilor Ron Delaney
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

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

ORDER OF BUSINESS FOR QUASI-JUDICIAL HEARINGS:

- Swearing in (For anyone planning to address Council)
- Disclosure of ex parte communications (Council only)
- Presentation by applicant
- Staff and Planning and Zoning Commission recommendations
- Public to be heard – Three (3) minute limit
- Motion on the floor

PRESENTATION

1. JILONA Shoreline Stabilization and Restoration Project update provided by Peter Dewitt, Bureau of Land Management. #

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.**

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 30-25**, Approving contracts to Kimley-Horn and Associates, Inc. (WS2524A), Hazen and Sawyer (WS2524B) and Carollo Engineers, Inc. (WS2524C) for Professional Engineering Continuing Consulting Services.
3. **Resolution 41-25**, Supporting the Loxa-Lucie Headwaters Initiative.
4. Approving a three (3) year GIS Small Government Enterprise Agreement (SGEA) to Environmental Systems Research Institute (ESRI) in the amount of \$180,900.
5. Approving the use of Federal Forfeiture Funds for the purchase of a Key Management System in the amount of \$26,696.
6. Approving a three (3) year license renewal for VMware Virtual Server Host Software in the amount of \$270,323.40.
7. Approving a purchase order to WGI, Inc. for construction phase services related to the playground and restroom construction at Maplewood Park, Jupiter Community Park, and Indian Creek Park, for an amount not to exceed \$128,616.16 in accordance with Contract EPW 2016-12D.

REGULAR AGENDA

PUBLIC HEARING

8. **Resolution 23-25, 1352 South US Highway One** - *Quasi-Judicial* - Site plan application to construct a four-story medical office building on a 1.35+/- acre.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

April 15, 2025, 7pm - Town Council Chambers
May 6, 2025, 7pm - 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 contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.*

TOWN OF JUPITER
Professional Engineering Continuing Services Consultant Contracts (WS2524)



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 30-25, Approving contracts to Kimley-Horn and Associates, Inc. (WS2524A), Hazen and Sawyer (WS2524B), and Carollo Engineers, Inc. (WS2524C) for Professional Engineering Continuing Consulting Services

EXECUTIVE SUMMARY

Resolution No. 30-25 provides for the award of three (3) individual contracts to Kimley-Horn and Associates, Inc. (WS2524A), Hazen and Sawyer (WS2524B), and Carollo Engineers, Inc. (WS2524C) to provide professional engineering services on a continuing basis for the Town's Water and Stormwater Utilities. The selected firms will provide a full range of related technical services on an as-needed basis in support of water and stormwater utility operations, improvements, maintenance and planning, including preparation and implementation of the Utilities' Water and Stormwater Master Plan Updates, the Town's adopted Community Investment Program (CIP) and annually appropriated operating budget projects. The proposed contracts provide for non-exclusive services on a continuing basis for five (5) consecutive years with an option to renew for one additional five-year term.

In anticipation of the Town's existing professional engineering consulting services contracts expiring on April 18, 2025, a Request for Proposals (RFP) for new contracts was advertised on January 5, 2025, in accordance with Chapter 287.055, Florida Statute (F.S.) Consultants Competitive Negotiation Act (CCNA) and the Town's Purchasing Policy. A Selection Committee, approved by the Town Manager, and consisting of four (4) Utilities staff members and one (1) Senior Director, was appointed to review the proposals. On February 11, 2025, seven (7) sealed proposals were received, opened publicly, and distributed to the individual Selection Committee members for review.

Each member of the Selection Committee independently reviewed and scored the proposals in accordance with the criterion described in the RFP, which is attached. The criterion was selected to evaluate the engineering firms on the basis of qualifications as required by CCNA. On February 21, 2025, the Selection Committee participated in a public meeting to discuss and present scores assigned to the proposals as documented in the attached meeting minutes. In order to eliminate the variation in scores between committee members, each member used the total score calculated for each proposal to rank the proposals. The proposal with the highest combined point score was assigned a ranking of one (1) and the remaining proposals were ranked sequentially in accordance with total points scored. The Selection Committee identified the three (3) firms with the lowest rankings as the most qualified. A summary of evaluation results is attached.

Kimley-Horn and Associates, Hazen and Sawyer and Carollo Engineers, were short-listed by

the Selection Committee for contract and fee negotiations. Kimley-Horn and Associates and Hazen and Sawyer currently provide professional engineering services for the Town's Utilities, have maintained a positive and responsive work history with the Town, and information submitted with their proposals was responsive to the RFP requirements and sufficient to confirm their qualifications. Carollo Engineers, Inc. has not provided professional engineering services for the Town before. However, their proposal included the qualifications of the firm and core team along with relevant project experience meeting the criteria described in the RFP. Carollo Engineers' references for municipal clients in Florida were reviewed and reflect a favorable work history. The three (3) selected firms are deemed most qualified to provide professional engineering services, on a continuing basis, for the initial 5-year term of the proposed contracts.

Funding for these contracts is and will continue to be subject to fiscal appropriation by the Jupiter Town Council through various adopted CIP projects and fiscal year operating budgets for the Water and Stormwater Utilities. Anticipated total funding budgets for all three contracts combined were estimated based on historical expenditures for the existing contracts combined and anticipated projects for the initial 5-year contract term and subsequent 5-year renewal term as provided in the table below. Expenditures under the two current contracts over their 8-year terms were approximately \$11.7M. Staff will monitor expenditures during the course of the contract terms to ensure that the values presented in the Estimated Funding Table for all three contracts combined are not exceeded, without additional approval by the Town Council.

Anticipated Estimated Funding		
Town of Jupiter Utilities		
Professional Engineering Continuing Services Consultant Contracts (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term	Water Utility Annual Operations	\$2,800,000
(5 Years)	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000

Renewal Term	Water Utility Annual Operations	\$3,700,000
(5 Years)	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

The contract language includes the requirement that firms are to remain available to the Town on an as-needed and continuing basis for the duration of a five (5) year contract term with the option for renewal. During the contract term, the Town will initiate a request for a project-specific proposal to any one of the selected firms on a non-exclusive basis in accordance with their qualifications and specific area(s) of expertise. Firms will be required to prepare detailed work scopes, including fees and schedules for specific projects, upon request by Town staff. Acceptable proposals will be approved in writing, by work order authorization issued by Town staff in accordance with the respective consultant's negotiated fee schedule included in the executed contract.

Contract renewals will be handled by written change order, at the discretion of the Town Manager, and may include cost escalation based on the Consumer Price Index for All Urban Consumers (CPI-U), or 5%, whichever is less. Contract language clearly states that work performed under this contract is subject to appropriated fiscal year funding and there is no minimum amount of work expressed or guaranteed to be performed.

Provided that the proposed contracts with Kimley-Horn and Associates, Inc. (WS2524A), Hazen and Sawyer (WS2524B), and Carollo Engineers, Inc. (WS2524C) are approved on April 1, 2025, it is anticipated that the new contracts will go into effect by April 18, 2025, the expiration date of the current contracts.

The Town Attorney has reviewed the attached agreements and finds them to be in acceptable form.

ANALYSIS

The Selection Committee's review of proposals received on February 11, 2025, in response to the Town's public solicitation for Requests for Proposals from qualified professional engineering

consulting firms, resulted in the selection of Kimley-Horn and Associates, Inc., Hazen and Sawyer, and Carollo Engineers, Inc. as the most qualified and responsive firms. If approved, the selected firms will provide related professional engineering services for the Town's Water and Stormwater Utilities, on a non-exclusive, continuing basis for five (5) consecutive years in accordance with the terms of the contract and negotiated fees. Consideration for contract renewals for one additional 5-year term will be based on performance and responsiveness during the initial 5-year contract term, at the Town's sole discretion.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 30-25
2. WS2524 Request for Proposals (RFP)
3. WS2524 RFP Evaluation Criterion Table
4. WS2524 Selection Committee Meeting Minutes
5. WS2524 Summary of Evaluation Results
6. WS2524A Agreement (Contract) between the Town and Kimley-Horn and Associates
7. WS2524B Agreement (Contract) between the Town and Hazen and Sawyer
8. WS2524C Agreement (Contract) between the Town and Carollo Engineers

FUNDING SOURCE

Approved in Budget	\$	Sources: *Appropriated fiscal year funding for various Utilities CIP and Operating budgets
Additional Funding Requested	\$	Sources:

* Refer to the Anticipated Estimated Funding Table in this Summary and in the proposed contracts.

For more information or copies of the attachments, please contact Haley Johnson at Haleyj@jupiter.fl.us or 561-741-2469.

RESOLUTION NO. 30-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE TOWN OF JUPITER AND THREE CONSULTANTS: KIMLEY-HORN AND ASSOCIATES, INC., HAZEN AND SAWYER, AND CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACTS (WS2524) FOR THE UTILITIES DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter (Town) is a municipality with 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 has solicited a request for proposals (RFP) for professional engineering services on behalf of the Town in accordance with Florida Statute 287.055 titled "Consultant Competitive Negotiation Act" (the CCNA); and

WHEREAS, pursuant to the process established by the CCNA, Kimley-Horn and Associates, Inc., Hazen and Sawyer, and Carollo Engineers, Inc. were evaluated by a Selection Committee appointed by the Town Manager to be the top three most qualified firms to provide the services based on their responses to the RFP; and

WHEREAS, the Town and the three consultants: Kimley-Horn and Associates, Inc., Hazen and Sawyer, and Carollo Engineers, Inc. have each negotiated proposed contracts (WS2524A, WS2524B, and WS2524C) with Town staff based on mutually

agreed terms and fee schedules pursuant to which each will provide professional engineering consulting services to the Town; and

WHEREAS, funding for these contracts will be subject to Town Council fiscal year appropriation in the Water Utility and Stormwater Utility operating and Community Investment Program (CIP) budgets.

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

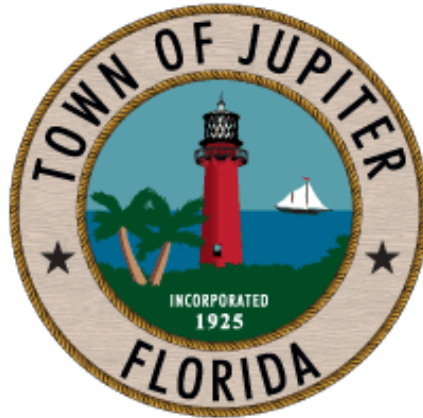
Section 1. The contracts between the Town of Jupiter and the consultants: Kimley-Horn and Associates, Inc. (WS2524A), Hazen and Sawyer (WS2524B), and Carollo Engineers, Inc. (WS2524C) (copies of which are attached hereto and incorporated herein) are hereby approved.

Section 2. The Mayor is authorized and directed to execute said contracts on behalf of the Town.

Section 3. Upon the acceptance and execution of the Contract, Kimley-Horn and Associates, Inc., Hazen and Sawyer, and Carollo Engineers, Inc. shall be responsible for carrying out all responsibilities which have been established therein.

Section 4. This Resolution shall take effect immediately upon its execution.

04/01/2025



PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT (WS2524)

Request for Proposals (RFP)

JANUARY 2025

JIM KURETSKI	MAYOR
MALISE SUNDSTROM	VICE-MAYOR
RON DELANEY	COUNCILOR
ANDY FORE	COUNCILOR
CAMERON MAY	COUNCILOR
FRANK J. KITZEROW	TOWN MANAGER
AMANDA Z. BARNES, P.E.	DIRECTOR OF UTILITIES

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TOWN OF JUPITER

REQUEST FOR PROPOSALS – REVISED BY ADDENDUM 3

Sealed proposals will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458 for:

PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT (WS2524)

Until **2:00 pm**, Local Time, **February 11, 2025** at which time and place all proposals received will be publicly opened and read aloud in the Community Room #108, adjacent to Town Council Chambers. Sealed proposals shall be submitted to the Town Clerk, on paper and in electronic format, in accordance with the Request for Proposals. Proposals received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk, Town of Jupiter
210 Military Trail, Jupiter, FL 33458
February 11, 2025 at 2:00 pm
Professional Engineering Continuing Services Consultant Contract (WS2524)

The nature and scope of this contract is:

The Town of Jupiter, Florida is requesting proposals from Professional Engineering consulting firms with qualified staff to provide professional engineering services on a continuing basis for the Town of Jupiter's Water and Stormwater Utilities. Services performed under this Contract will relate to municipal water and stormwater utility operations, improvements, maintenance and planning including preparation and implementation of the Utility's Water and Stormwater Master Plan Updates and Water and Stormwater Community Investment Program (CIP). Consultant teams shall have extensive experience with the following:

- design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
- design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
- design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
- design, permitting, construction and operation of stormwater management systems
- design, permitting, and construction of buildings, structures, and facilities
- utility operations, long term planning, and financial management services

Up to three (3) non-exclusive, continuing services contracts may be issued for an initial contract term of five (5) years, each renewable for one (1) additional five (5) year term by mutual agreement.

A copy of the complete Request for Proposals along with detailed instructions will be available on January 7, 2025. The documents may be obtained through DemandStar at www.demandstar.com or the Town's website at <https://www.jupiter.fl.us/246/Bids-for-Town-Projects>.

Questions concerning the RFP shall be directed to Mitchell W. Savitski, E.I. Senior Utilities Engineer by email(MitchellS@Jupiter.fl.us). Emails should be delivered with a Read Receipt requested to confirm successful receipt by the Town. Clarification and changes to the bid documents will be made by addendum through www.Demandstar.com. Questions received less than three (3) business days from the deadline for proposal submissions are not guaranteed to be answered.

A public selection committee meeting for the Professional Engineering Continuing Services Consultant Contract (WS2524) will occur on February 21, 2025 at 10:00 am in the Utilities Administration Conference Room at the Water Treatment Facility located at 17403 Central Boulevard, Jupiter, FL 33458.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all proposals. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council, Town of Jupiter

Laura E. Cahill, Town Clerk

PUBLISHED: Palm Beach Post on January 5, 2025

PART I – GENERAL REQUIREMENTS

1.1 DEFINITIONS

For the purposes of this Request for Proposals (“RFP”), Proposer shall mean consultants, contractor, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1.2 CONSULTANTS COMPETITIVE NEGOTIATION ACT

The procurement of these services is governed by Florida Statute (F.S.) 287.055, the Consultants Competitive Negotiation Act (“CCNA”). The procedures provided in the CCNA for retaining professional engineering planning, design and construction services under a continuing contract will be followed for the review, selection, award and implementation of these professional engineering services.

1.3 REQUEST FOR PROPOSALS: PURPOSE

This RFP provides guidelines for the submission of proposals from consulting firms with qualified staff to provide professional engineering and technical services related to the Professional Engineering Continuing Services Consultant Contract (WS2524) performing professional engineering services on a continuing basis for the Town’s Water and Stormwater Utility Systems. Services performed under this Contract will relate to municipal water and stormwater utility operations, improvements, maintenance and planning including preparation and implementation of the Utility’s Water and Stormwater Master Plan Updates and Water and Stormwater Community Investment Program (CIP). Up to three (3) contracts may be awarded on a continuing, non-exclusive basis for an initial contract period of five (5) years, with the option to renew by mutual agreement for one (1) additional five (5) year term, up to a cumulative total of ten (10) years.

1.4 PROPOSAL SUBMISSION AND WITHDRAWAL

Sealed proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be enclosed in a sealed package marked with the RFP title, name and address of the Proposer.

The face of the sealed envelope shall be addressed as:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

RFP Opening: February 11, 2025 at 2:00 pm
Professional Engineering Continuing Services Consultant Contract (WS2524)

The package shall also include the Proposer’s return mailing address.

Qualified consultants and/or teams shall submit one (1) original and five (5) bound copies of the proposal in a sealed, opaque package marked as noted above. The package must also include a USB flash drive containing one (1) digital version of the proposal in pdf format. The digital version must be identical to the original proposal and should be provided as a single pdf file. All copies shall be on 8 ½” x 11” plain white paper, typed, with tabs separating each section. Proposals must be signed by a duly authorized official(s) of the proposing consultant. Proposals will not be considered responsive unless it is established that all contractual responsibility rests solely on one consultant or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity or individual responsible for execution of the contract with the Town. Each proposal shall state that it is effective for a period of not less than 120 days from the date of receipt.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the Town and will not be returned to the Proposers. Upon opening, proposals become “public records” and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town Hall at 210 Military Trail, Jupiter, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561)746-5134, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1.5 CONTRACT AWARDS

The Town anticipates awarding non-exclusive, continuing services contracts to a maximum of three (3) proposers determined by the selection committee to be most qualified to meet the Town’s needs. However, the Town reserves the right to award a contract to any number of firms, up to the maximum noted, or none at all. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract/agreement is not binding until proposals are reviewed and accepted by the Town and a written contract/agreement is approved by the Town Council and executed between the Town and the successful Proposer(s).

A standard Town of Jupiter continuing services, professional engineering consultant Agreement is included with this RFP. This Agreement will form the basis of the Contract between the successful proposer(s) and the Town. At the Town’s discretion, the Contract may be modified, and/or additional terms and conditions may be added to the Contract through negotiations with the successful Proposer(s).

Proposers must indicate any variances to items included in this RFP that will form the basis of the Agreement (Contract). If variations are not stated in Proposer’s reply, it shall be implied that the proposal fully conforms to the requirements of the RFP including the Agreement (Contract).

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof noted in Exhibit A Statement of Work of the Contract as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town’s Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in Exhibit A. The Town’s fiscal calendar runs from October 1st through September 30th.

The Town reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for other proposals.

1.6 **TENTATIVE SCHEDULE**

The tentative review and selection schedule is as follows and may be amended as needed.

January 5, 2025	Advertisement Date (Palm Beach Post)
February <u>11</u> , 2025	Proposal Deadline
February <u>11</u> – February 21, 2025	Evaluation of Proposals by Selection Committee
February 21, 2025	Selection Committee Public Meeting
February 21 – March 14, 2025	Contract Negotiations and Contract Signing
April 1, 2025	Recommendation of Contract Award to Town Council
April 1 – April 17, 2025	Final Contract Execution
April 18, 2025	Commence Contract Services

1.7 **DEVELOPMENT COSTS**

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1.8 **INQUIRIES**

The Town will not respond to oral inquiries. Proposers must submit all inquiries related to this RFP in writing by email:

Mitchell W. Savitski, E.I. at
Town of Jupiter Utilities
17403 Central Boulevard
Jupiter, FL 33458
Phone: (561) 741-2638
MitchellS@jupiter.fl.us

Email inquiries must include *WS2524 Professional Engineering Continuing Services Consultant Contract* in the subject heading of the email. Email inquiries not responded to within three (3) business days shall be followed up by telephone to 561-741-2638.

The Town will respond to written inquiries if received at least three (3) working days prior to the date scheduled for the proposals to be submitted.

The Town will record its responses to inquiries and any supplemental instructions in the form of written addenda as needed. If addenda are issued, they will be issued via Demandstar.com.

1.9 **DELAYS**

The Town may delay scheduled due dates if it is in their best interest. The Town will notify Proposers of all changes in scheduled due dates by written addenda via Demandstar.com.

1.10 **IRREGULARITIES; REJECTION OF PROPOSALS**

Proposals not meeting stated minimum terms and qualifications, or which contain irregularities, technicalities, or informalities may be rejected by the Town as non-responsive or irregular. However, the Town reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Town reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Town of Jupiter or who have failed to perform faithfully any previous contract with the

Town of Jupiter or with other governmental jurisdictions. The Town reserves the right to reject any or all proposals without cause.

1.11 ADDENDA

The Town may record its responses to inquiries and any supplemental instructions and/or make revisions in the form of written addenda, as needed prior to the RFP submission deadline. If addenda are issued, they will be issued via DemandStar.com. Responses pointing to information already included in the RFP documents or prior addenda will not be included in an addendum.

It is the sole responsibility of the proposer to contact the Town to ascertain whether any addenda have been issued or review DemandStar.com to obtain all issued written addenda. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town staff through written communication, consistent with paragraph 1.8 above, prior to the proposal submission deadline.

1.12 EQUAL OPPORTUNITY

In connection with this proposal, the proposer shall not discriminate against any employment or applicant for employment because of race, color, religion, sex, national origin, age, marital status, handicapped or disadvantage person, or veteran. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other form of compensation and selection for training, including apprenticeship.

The Town recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women's business enterprises. The Town requests minority and women's business enterprises to submit evidence of such classification with their proposals.

The Proposer shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the Town of Jupiter for purposes of investigation to ascertain compliance with the non-discrimination/minority business provisions of any resultant contract.

1.13 INSURANCE

Successful Proposer(s) shall, at their sole expense, agree to maintain in full force and effect at all times during the life of the contract, insurance coverages, limits, including endorsements, as described in Exhibit D. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the awarded, successful proposer(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

1.14 PUBLIC ENTITY CRIME STATEMENT

The Proposer, by submission of their proposal and execution of any resultant contract, acknowledges and attests that, neither the employees of Proposer nor any of its vendors, subconsultants or affiliates who shall perform work which is intended to benefit the Town of Jupiter, has been convicted of any public

entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Proposer further understands and acknowledges that by submission of their proposal and execution of any resultant contract, the contract shall be null and void, and/or that this contract is subject to immediate termination by the Town of Jupiter, for any misstatement or lack of compliance with the mandates of said statute. The Town of Jupiter, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.15 PERIOD OF PERFORMANCE

The initial term of the contract will be for five (5) years, with the option to renew once, by mutual agreement, for one (1) additional 5-year term, for up to a cumulative contract total of ten (10) years, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties.

Renewals will be in writing by change order to the Contract and are subject to the same terms and conditions set forth in the initial Contract and any written amendments/change orders signed by both parties (Town and Consultant). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the successful Proposer(s) intends to not renew the Contract for the next renewal period, they must provide the Town a 120-day notice prior to Contract expiration.

Regardless of anything to the contrary, this Contract may be terminated by the Town at any time and for any reason. Further, the successful Proposer agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

1.16 DISCRIMINATION

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.17 PATENT FEES, ROYALTIES, AND LICENSES

If the Selected Proposer(s) requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Proposer(s) and his surety shall indemnify and hold harmless the Town from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the Town from any cost, expense, royalty or damage which the Town may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.18 FAMILIARITY WITH LAWS

The Selected Proposer(s) are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of a Selected Proposer shall in no way relieve it from any responsibility to comply with the law.

1.19 TAXES

Unless otherwise indicated, estimated fees and expenses shall not include taxes of any kind. The Town of Jupiter is exempt from all state taxation including state sales and use taxes.

1.20 REUSE OF DOCUMENTS

All documents prepared under authority of this RFP, any resultant contract and subsequent work from the resultant contract shall become the property of the Town of Jupiter. All documents prepared are subject to reuse by the Town in accordance with the provisions of S.287.055, Florida Statutes.

1.21 AUDIT RIGHTS

The Owner reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Proposer shall allow the Owner to inspect, examine and review the records of the successful Proposers in relation to this Contract at any and all times during normal business hours during the term of the Contract.

1.22 INSPECTOR GENERAL OF PALM BEACH COUNTY

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 successful Proposer(s) and their subcontractors and lower tier subcontractors. The successful Proposer(s) understands and agrees that in addition to other remedies and consequences provided by law, the failure of the successful Proposer(s) or their subcontractors or 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 a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

1.23 PUBLIC RECORDS

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The successful Proposer(s) acknowledges their legal obligation to comply with § 119.0701, Florida Statutes.

A request to inspect or copy public records relating to a public agency's contract for continuing services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the successful Proposer of the request, and the proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a successful Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A successful Proposer who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

1.24 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

The Town of Jupiter encourages and agrees to the successful Proposer extending the rates, terms and conditions of this RFP or resultant contract to other governmental entities at the discretion of the successful Proposer.

1.25 CONE OF SILENCE, SEC. 2-355. CONE OF SILENCE

Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Any person or person's representative seeking an award from such competitive solicitation; and

Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

1.26 EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all successful Proposers and subcontractors performing the Work, providing supplies, or providing services under this Contract.

Proposers are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

Proposer shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

The Apparent Successful Proposer(s) shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

Pursuant to Section 448.095 F.S., beginning January 1, 2021, successful Proposers shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all successful Proposer's employees hired on and after January 1, 2021.

Subcontractors –

- (i) Proposer shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Proposer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095 F.S. (Refer to Bid Proposal forms)
- (iii) Proposer shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

Proposer must provide evidence of compliance with Section 448.095 F.S. Evidence shall consist of an affidavit from the Contractor (refer to Bid Proposal forms) stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement, and shall result in immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

1.27 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the Town from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the Town with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The successful Proposer, by its execution of this Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that successful Proposer is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The Town reserves the right to terminate this Contract if a successful Proposer is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The Town, in the event of such termination, shall not incur any liability to the successful Proposer for any work or materials furnished.

1.28 SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the Town from entering in to an Agreement with a successful Proposer that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

Successful Proposer(s), by its execution of this Contract, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

The Town reserves the right to terminate this Contract if with a successful Proposer that is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The Town, in the event of such termination, shall not incur any liability to the successful Proposer for any work or materials furnished.

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PART II – STATEMENT OF WORK

2.1 INTRODUCTION

With this Request for Proposals (RFP), the Town of Jupiter is soliciting proposals from Professional Engineering consulting firms (i.e., consultant(s)) with qualified staff to provide professional engineering and technical services on a non-exclusive, continuing basis for the Town of Jupiter's Water and Stormwater Utility Systems (Town) under the Professional Engineering Continuing Services Consultant Contract (WS2524). Consultant teams shall have extensive experience with the following:

- Design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
- Design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
- Design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
- Design, permitting, construction and operation of stormwater management systems
- Design, permitting, and construction of buildings, structures, and facilities
- Utility operations, long term planning, and financial management services

The Town will select up to three (3) qualified, consulting firm(s) who demonstrate relevant experience and specialize in providing the scope services described in Section 2.2. Selected consultant(s) will be required to negotiate a contract which is subject to the approval of the Jupiter Town Council. The selected consultant(s) shall remain available to the Town on an as needed and continuing basis for the duration of a five (5) year contract term with the option for renewal, upon mutual agreement, for an additional, five (5) year contract term.

2.2 SCOPE OF SERVICES

The selected consultant(s) will provide a full range of consulting engineering services for the Town including support with its utility systems operations, development and implementation of the Town's utility master plans, community investment program, annual approved operating budget projects, and related Town projects or initiatives requiring professional engineering, design, consulting and technical services to support the functions and long term planning for the Town's water and stormwater utilities. The exact scope of work under this Contract will be determined during the life of the contract.

The following list represents the types of professional engineering and technical services that qualified firms shall be capable of providing under this Contract:

1. Engineering Services, Evaluations and Studies
2. Technical Services, Evaluations and Pilot Studies
3. Financial Evaluations and Studies
4. Construction Phase Support Services
5. Mechanical Engineering and Design
6. Electrical Engineering and Design
7. Environmental Engineering and Design
8. Civil Engineering and Design
9. Architectural Engineering and Design
10. Landscape Architecture and Design
11. Regulatory Compliance Support
12. Permitting
13. Surveying
14. Utility Master Planning
15. Grant Proposals and Administration

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

2.3 RESPONSIBILITIES OF SELECTED CONSULTANT(S)

REQUESTS FOR PROPOSAL

The selected consultant(s) for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the selected consultant(s) on non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Each consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include meetings, data review, design and modeling, permitting assistance, preparation of drawings, cost estimates, technical specifications and contract documents, draft technical memorandums and reports, field inspections and related services and/or deliverables, where appropriate, to provide the project-specific engineering consulting, technical and field inspection services to support the Town's water and/or stormwater utilities. Consultants shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the consultant to commence the requested services through issuance of a memorandum, which will include a copy of the consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, consultant(s) may proceed with providing the engineering consulting services to the Town for the project in accordance with the schedule included in the Consultant's proposal.

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

REPORTING AND DELIVERABLES

Work authorizations that require or provide for deliverables shall be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Deliverables required in hard copy, such as design drawings, shall also be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized, professionally prepared, tabulate results, where applicable, offer written narrative and compare with project specifications / criteria, where appropriate. Reports and/or drawings requiring review and approval by a licensed professional engineer shall be signed and sealed consistent with State of Florida requirements. Reports that include data obtained from field test and inspection activities shall include the associated field reports.

INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant(s) shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to

invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant(s) understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant(s) will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

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PART III – INSTRUCTIONS FOR PREPARING PROPOSALS

3.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must be properly executed by the owner/principal having the authority to bind the consultant to this agreement and must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Proposers shall submit one (1) original (so marked), five (5) bound copies and one (1) electronic copy on a flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, may be included with proposal as noted in Section G. under Additional Information.

3.2 PROPOSAL FORMAT

In order to get a uniform review process and obtain the maximum degree of comparability, it is required that the proposal information is organized as specified herein including specifically responding to Items A – G.

The proposal shall start with a Letter of Transmittal: This letter should summarize in a brief and concise manner, the Proposer's understanding of the scope of work to be done under this contract. The non-collusion declaration as noted in 3.1 above must be included in this letter. (Limit response to one page)

A. Qualifications of Consultant and Core Team – The proposal must describe the organizational profile of the Consultant and identify primary individuals (i.e., Core Team) who will be responsible for executing work on this Contract. Each Proposer must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States, proof of same must be provided in Item G, Completeness of Proposal. (Limit response to three pages)

The following specific items should be included in this section:

1. Describe the Proposer's consulting firm, including the size, range of disciplines, licenses, and years in business. The Proposer must emphasize its expertise in, and experience with professional engineering consulting for municipal water and stormwater utility planning, design and construction of capital projects, financial planning, operations, and maintenance matters in relation to the environment in which Jupiter's Utility System currently operates.
2. Attach a copy of the firm's organizational chart identifying Core Team members (not included in the 3-page limited response to this section)
3. Describe the Core Team members who will be working on this Contract including name and title, office location, years of experience with the firm / total years of experience, and description of duties to be performed.
4. Identify the supervising Core Team leader who will be responsible for administration and management of this Contract. The supervising Core Team leader must be a Professional Engineer licensed in the State of Florida, with a minimum of 10 years' consulting experience as a Professional Engineer in the fields of Water Treatment, Water Supplies and Stormwater Management.

5. Attach a resume (max two (2) pages) for each Core Team member, prepared in accordance with Standard Form 330 (SF330) Section E., and include in Part G. Completeness of Proposal. (not included in the 3-page limited response to this section)
6. Identify any subconsultant(s) that will be involved in providing services under this Contract including address and a description of qualifications. At a minimum, the following subconsultants should be identified or the proposer shall clearly indicate that the work will be performed in-house.
 - Civil Engineering
 - Environmental Engineering
 - Mechanical Engineering
 - Structural Engineering
 - Electrical Engineering
 - Architecture/Architectural Engineering
 - Control System Design and Integration
 - Utility Financial Consulting
 - Licensed Land Surveyor and Mapper
 - Construction Observation and Inspection

Should the Proposer choose to provide support in this manner, the Town will require supporting documentation that clearly illustrates the subconsultant's commitment to provide the responsiveness, quality control, staff experience and qualifications, etc. presented as part of the proposal. Town's selection of the successful Proposer will be based, in part, on the qualifications and capabilities of their subconsultants. Supporting documentation for each subconsultant should be included in Part G. Completeness of Proposal with responses limited to one page maximum per subconsultant.

- B. Experience of the Consultant and Core Team** – The proposal must describe the Proposer's experience with at least five similar, continuing consulting services contracts and/or related projects held over the last five years, which highlights proposer's expertise and experience in professional engineering consulting for municipal water/stormwater utility planning, design and construction of municipal capital projects, financial planning. (Limit response to three pages)

The following specific items should be included in this section:

1. Five (5) contract references which include client name, project(s) description(s) and date(s) provided under the contract, and date and total length of contract.
2. List, where applicable, which Core Team members contributed to the Proposer's contract and project reference(s)
3. Indicate specifically the nature and extent of the work including specific projects performed by the Proposer and/or Core Team members on the prior similar contracts.
4. Describe any significant or unique accomplishments in previous contracts. Include any additional data pertinent to the Proposer's capabilities related to professional engineering for municipal water and stormwater utilities.
5. Complete the top portion of the Reference Check Form included in Part V Proposers Questionnaire for each contract reference (a minimum of five (5) forms should be completed). **Follow the directions outlined in Section 3.3 below.**
6. For each previously identified subconsultant that will be involved in providing services under this Contract, provide three (3) project references with supporting information and include

three (3) Reference Check Forms. **Follow the directions outlined in Section 3.3 below.**

- C. Project Approach** – The proposal must describe the Proposer’s approach to completing anticipated projects under this Contract. The Town’s current Water and Stormwater Master Plan documents and FY2025, 5-Year Community Investment Plan are available on the Town’s website for reference and may be utilized to assist the Proposer in describing specific and innovative approaches to providing their services. (Limit response to two pages)

The following specific items should be included in this section:

1. Describe the specific ability of the “Core Team” and proposed subconsultants’ including innovative approaches to providing the services and work products noted in the scope of services.
2. Describe the Proposer’s internal processes that are utilized to implement and execute various work tasks.
3. How does the Proposer archive and secure records / data generated for projects?
4. Describe the Proposer’s processes to minimize errors including internal quality assurance and quality control programs. How does the Proposer address errors that may occur in design, testing, construction, etc.?
5. Attach up to two (2) copies of samples of work product(s) for evaluation that represent the quality of proposals or deliverables from the Core Team and/or subconsultants (not included in the 2-page limited response to this section). Paper size may be increased up to 11” x 17” for provided work product samples.

- D. Communication of Core Team** – The proposal must describe the Core Team’s approach to effective communication and responsiveness to the Town to provide professional engineering services and implement anticipated projects under this Contract. (Limit response to two pages)

The following specific items should be included in this section:

1. Identify the Proposer’s office location(s), and location of the Core Team members.
2. Describe how the location of the Proposer’s office(s) and Core Team members will be beneficial to the exchange of information with the Town, providing information/services to the Town and responsiveness of services provided under this Contract.
3. Describe the Proposer’s approach to responding to work requests and strategies used to prepare proposals
4. Describe how the Proposer and Core Team intends to maintain positive and efficient communication between the Town, their subconsultants, other Town consultants, regulatory agencies and/or the public.
5. Describe the Proposer’s processes to communicate unforeseen issues and/or errors should they arise.
6. Describe how the Proposer uses technology to improve communication and overall project organization.

- E. Current Capacity and Scheduling** – The proposal must describe the Proposer and Core Team’s ability to be responsive to work requests, maintain schedules and execute projects on time. (Limit response to two pages)

The following specific items should be included in this section:

1. Describe Core Team members’ current / projected workloads and percent of time to be spent on this Contract.

2. Describe the Proposer's commitment to perform work in a timely fashion, and methods utilized to keep work on schedule.
3. Describe the Proposer's strategies that are used when a project's schedule is off-track.

F. Reporting and Invoicing – The proposal must describe the Proposer's method of reporting and invoicing for projects including format, schedule, accuracy and budget status. (Limit response to one page)

The following specific items should be included in this section:

1. Describe the Proposer's approach to oversight of staff and time spent on client projects for the purpose of managing project budgets.
2. Describe the types of documentation used by the Proposer to support billing and invoices.
3. Describe the processes that will be used to keep projects within budget.
4. How does the Proposer document potential budget overruns that may arise for a project and resulting communication to the client?
5. Provide information regarding favorable cost containment approaches that have been successful in similar Contracts. How does the Proposer address budget overages?
6. Attach sample copies of the Proposer's reports and invoices that would be prepared and submitted for the type(s) of projects to be completed under this Contract (not included in the 1-page limited response to this section). Paper size may be increased up to 11" x 17" for provided work product samples.

G. Completeness of Proposal – Include the following:

1. Letter of Transmittal
2. Proposal Submission of Items A through F: Each Proposer is required to provide the information described in items A through F as detailed above.
 - A. Qualifications of the Consultant and Core Team
 - B. Experience of the Consultant and Core Team
 - C. Project Approach
 - D. Communication of Core Team
 - E. Current Capacity and Scheduling
 - F. Reporting and Invoicing
3. Additional Information: The Proposer may include a maximum of two additional pages containing any other information they wish.
4. Proposal Forms: Each Consultant is required to complete and execute all the forms in Part V – Proposal Forms which are provided with this RFP and include them here with their submission.
 - Proposer's Acknowledgement and Certification
 - Proposer's Questionnaire
 - Reference Check Forms, see No. 3.3 References for Proposer and Subconsultants below.
 - Subconsultant Reference Check Forms, see No. 3.3C in References for Proposer and Subconsultants below.
 - Non-Collusive Affidavit Form
 - Sworn Statement
 - Drug-Free Work Place Certification
 - Contractor E-Verify Affidavit, comply with F.S. 448.095 and properly execute this form.
 - Subcontractor E-Verify Affidavit, comply with F.S. 448.095 and properly execute this form.
5. Resumes: Core Team resumes prepared on Standard Form 330 (SF330) Section E.
6. Proposer's Questionnaire: Each Proposer is required to complete and submit a Proposer's

Questionnaire which is provided with this RFP. The Proposer's subconsultants should also complete the questionnaire and include under G.9.

7. Quality Assurance and Quality Control: As an option, the Proposer's may include a copy or description of their quality assurance and quality control (QAQC) program.
8. Licenses and Consultant Documents: This section shall include copies of licenses, corporate documents, partnership agreements, insurance and other relevant legal information for the Proposer's firm.
9. Subconsultant Submissions: Proposer shall include additional documentation for their subconsultant(s) here which includes an agreement or other evidence that clearly illustrates the subconsultant's commitment to provide the responsiveness, quality control, staff experience, qualifications and licenses. Forms or attachments to be provided by or on behalf of subconsultant(s):
 - Resume(s) completed on SF330 Section E.
 - Subconsultant Reference Check Forms
 - Proposer's Questionnaire
 - QAQC program (Optional)
 - Licenses
 - Example(s) of work products (proposals, reports, invoices, etc.)
10. Variances to RFP – Proposers must indicate any variances to items included in this RFP that will form the basis of the Agreement (Contract). If variations are not stated in Proposer's reply, it shall be implied that the proposal fully conforms to the requirements of the RFP including the Agreement (Contract).

3.3 REFERENCES FOR PROPOSERS AND SUBCONSULTANTS

The Proposer shall send out a minimum of five (5) Reference Check Forms to five (5) different clients, minimum of three (3) being governmental agencies, for which the proposer has provided professional engineering consulting services. The Proposer and any subconsultant(s) shall complete the top portion of the Reference Check Form and send the form to each reference to complete; the Proposer and Subconsultants shall send out these forms a minimum of two (2) weeks prior to when proposals are due. Please note the Reference Check Forms must be completed by the references and returned to the Town, as noted on the Reference Check Form, prior to the RFP deadline. This will allow review and consideration by the selection committee.

- A. Complete the top portion of the Reference Check Form included in Part V, Proposal Forms for each contract reference. (A minimum of five (5) forms should be completed)
- B. Copies of the forms with the top portion completed shall be included with the proposal in item 3.2G4 above to inform the Selection Committee which references were sent the Reference Check Forms.
- C. For each previously identified subconsultant that will be involved in providing services under this Contract, provide at least three (3) project references with supporting information and include three (3) Reference Check Forms.

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PART IV – EVALUATION OF PROPOSALS

4.1 OVERVIEW

- A. General** – The Town of Jupiter (Town) shall be the sole judge of their own best interests, the proposal, and the resulting negotiated agreement. The Town’s decisions will be final. The Town’s evaluation criteria will include, but shall not be limited to, consideration of the following:

ITEM	CRITERION	POINTS
A	Qualifications of Consultant and Core Team: Qualifications of Consultant and Core Team including subconsultant(s), if applicable, with similar work.	15
B	Experience of Consultant and Core Team: Experience of Consultant and Core Team including subconsultant(s), if applicable, with similar contracts.	20
C	Project Approach: Proposed process to be utilized for implementation and execution of various perceived tasks envisioned including quality assurance and quality control program.	15
D	Communication of Core Team: Approach to maintaining good communication with Town staff, location of Core Team office, approach for responsiveness.	15
E	Current Capacity and Scheduling: <u>Approach to being responsive to work requests and meeting the Town’s project schedule requirements, and projected workload of the Core Team.</u>	15
F	Reporting and Invoicing: Approach, format, clarity, timeliness, accuracy of reporting, budget oversight and invoicing.	10
G	Completeness of Proposal: Information provided as described by Part III, 3.2 G.	10
Total Maximum Points		100

- B. Selection** – The Town will appoint a selection committee consisting of three to five members of its staff to evaluate responses. Each committee member will independently review submitted proposals, assign a score for each of the criterion above based on the proposal response, and calculate a total score for each proposal. In order to eliminate the variation in scores between committee members, each member will use the total score calculated for each proposal to rank the proposals from high to low. The proposal with the highest point score will be assigned a ranking of one (1), and remaining proposals ranked sequentially in accordance with total point score. For example, if the Town receives five (5) proposal responses, the proposals with the highest and lowest total point scores will be assigned a ranking of one (1) and five (5), respectively.

The selection committee will hold a public meeting where each committee member will present their scores and respective rankings for the purpose of identifying the most qualified consultant(s) that meet the requirements of this RFP. The rankings provided by each committee member will be summed up, and selection of the most qualified consultant(s) will be based on the proposal(s) with the lowest combined ranking. The Selection Committee will select one (1) to three (3) of the most qualified consultants to proceed with contract negotiation.

- C. Negotiations** – Once the committee has ranked the consultant(s), Town staff will begin to negotiate contracts with up to the top three (3) consultant(s) identified as most qualified. At that time, selected consultant(s) will be required to submit their Basis of Compensation and Fee Schedule to the Town. Upon completion of successful negotiations, the committee will present a summary of review and findings for award of up to three (3) contracts to the Town Manager. The Town Manager will present the committee’s review and findings to the Jupiter Town Council for consideration of Contract award. The decision to award a Contract(s) will be made by the Town Council and the Town Council’s decision will be final. If the Town Manager and/or Town Council determines that negotiation of a satisfactory contract with each consultant determined to be the most qualified, has not been achieved at a price the Town determines to be fair, competitive, and reasonable, negotiations with that consultant or consultants shall be formally terminated. Should the Town be unable to negotiate a satisfactory contract with any or all of the selected consultants, the Town may select additional consultant(s) in order of their competence and qualification and continue negotiations until an agreement is reached. However, the Town reserves the right to reject all proposals, to waive any irregularities and solicit and re-advertise for other proposals.
- D. Cost of Preparations of Proposal** – The Town will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.
- E. Qualifications** – Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the contract to the satisfaction of the Town, which will be evaluated on the basis of the information furnished by Proposers in their response to the RFP and must be prepared as described in Part III of the RFP.
- F. Award of Contract** – The Award of the Contract, if it is awarded, will be to the most responsive, responsible Proposer(s) whose qualifications indicate the award will be in the best interest of the Town and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposer and the Town is satisfied that the Proposer is qualified to do the work.

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PART V – PROPOSAL FORMS

Proposer shall complete all portions of Part V in its entirety and insert into the appropriate sections/tabs of their proposal submittal as outlined in the Instructions for Preparing Proposals, Proposal Format.

The following is a comprehensive list of Proposal Forms included with Part V:

- Proposer Acknowledgement and Certification
- Proposer's Questionnaire
- Reference Check Form
- Non-Collusive Affidavit Form
- Sworn Statement
- Drug-Free Work Place Certification
- Contractor E-Verify Affidavit
- Sub-Contractor E-Verify Affidavit

PROPOSER'S ACKNOWLEDGEMENT AND CERTIFICATION

Proposer Company Name: _____

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT
(WS2524)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Proposer does declare that no person or persons other than the Proposer herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined this Request for Proposals and is thoroughly familiar with its provisions and with the quality, type and Scope of Services called for in the Statement of Work and the general scope of services as follows:

The Town of Jupiter, Florida is requesting proposals from Professional Engineering consulting firms with qualified staff to provide professional engineering services on a continuing basis for the Town of Jupiter's Water and Stormwater Utilities. Services performed under this Contract will relate to municipal water and stormwater utility operations, improvements, maintenance and planning including implementation of the Utility's Water and Stormwater Master Plan Updates and Water and Stormwater Community Investment Program (CIP). Consultant teams shall have extensive experience with the following:

- design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
- design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
- design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
- design, permitting, construction and operation of stormwater management systems
- design, permitting, and construction of buildings, structures, and facilities
- utility operations, long term planning, and financial management services

The undersigned further declares that he proposes to provide the services required by the contract within the specified time in this Proposal and, if notified for selection, will provide a fee schedule for review and negotiation to be included within Exhibit C – Basis for Compensation and Fee Schedule of the executed Contract.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and TOWN may choose to offer the contract to the next low Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the Agreement and that the Contract term is for five (5) consecutive years. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This Contract may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual written agreement between the Town and the Consultant, up to a cumulative total of ten (10) years.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and Contractor will provide the Town of Jupiter with the information required to become a vendor for the Town and receive EFT payments.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned is aware that 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 or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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The undersigned states that this proposal is the only proposal for this project in which he is interested and certifies that all of the information provided in this proposal is true and correct.

SUBMITTAL DATE _____

CONSULTANT NAME _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL _____

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL _____

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

STATE OF INCORPORATION _____

FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

FULL NAME, TITLE, EMAIL ADDRESS, AND PHONE NUMBER OF PERSON MANAGING THE WORK UNDER THIS CONTRACT:

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by _____ of _____, who [] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

[Notary Seal]

PROPOSER'S QUESTIONNAIRE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT
(WS2524)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective consultants to perform the work required. The Proposer waives any claim against the Town that might arise with respect to any decision concerning the qualifications of the proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surveyor, Surety, Bank, Material or Equipment manufacturers or distributor, or any person, firm or corporation to furnish the Town of Jupiter any pertinent information requested by the Town deemed necessary to verify the information on this questionnaire.

This _____ day of _____, 20____.

Name of Organization/Proposer

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other? (circle one)

2. If a Corporation, answer the following:

When incorporated _____

In what State _____

Name of Officers: President _____

Vice President _____

Secretary _____

Treasurer _____

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

4. Consultant's name and main office address, telephone, fax number, and e-mail address, contact person:

5. Consultant's previous names (if any) What year(s)

6. How many years has your organization been in business? _____

7. Describe organization profile, including the size, range of activities, licenses, etc.

(Attach additional pages if necessary)

8. List the number of full-time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
e. Total number of full-time personnel			

9. Has the Proposer or any principals of the applicant's organization failed to qualify as a responsible, qualified bidder/proposer on previous bids/RFP's; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been litigation on any contract in the last five (5) years? If yes, please explain:

10. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No ()

If yes, please explain:

11. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

12. List any judgments from lawsuits in the last five (5) years:

13. List any criminal violations and/or convictions of the proposer and/or any of its principals:

14. Is consultant claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

(End of Proposer's Questionnaire)

REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: WS2524	
Town of Jupiter Project Name: Professional Engineering Continuing Services Consultant Contract	
Consultant / Proposer Name: _____	
Reference Name: _____	
Person to Contact: _____	
Job Title: _____	
Email: _____	Telephone #: _____

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to MitchellS@Jupiter.fl.us prior to February 4, 2025.

Describe the scope of work of the contract awarded by your firm to this firm.

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems/claims were encountered? _____

How would you rate the firm on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this firm again? Yes () No () Maybe ()

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____
COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: ____/____/____

By _____

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared_____, an authorized representative of_____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ___, 20____.

NOTARY PUBLIC

[Notary Seal]

SWORN STATEMENT

PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, _____

Personally known _____

OR Produced identification _____ Notary Public – State of _____

My commission expires _____

(Printed typed or stamped commissioned name notary public)

[Notary Seal]

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Proposer's Printed Name and Title

Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

PART VI – CONTRACT FORMS AND AGREEMENT

- Notice of Intent to Award
- Notice of Award
- Agreement (Contract) Between Owner and Contractor
- Exhibit A: Statement of Work
- Exhibit B: Project Organization Chart
- Exhibit C: Basis of Compensation and Fee Schedule
- Exhibit D: Insurance Requirements

NOTICE OF INTENT TO AWARD

DATE:

TO:

ATT:

Contract: Professional Engineering Continuing Services Consultant Contract (WS2524)
Town of Jupiter Utilities
Jupiter, FL

We are pleased to inform you that on [INSERT DATE] a recommendation for award of the above referenced Contract will be made to the Jupiter Town Council as a result of your proposal submitted to the Town of Jupiter (Owner) on [INSERT DATE].

Enclosed is an unexecuted agreement for review and signature. **Please leave the agreement undated**; the Town will date it upon final execution. Additionally, provide a current Certificate of Insurance with the required coverage, naming the Town as an additional insured, and addressed to: Town of Jupiter, Attn: Amanda Barnes, 210 Military Trail, Jupiter, FL 33458.

Please return the signed agreement and supporting documentation for final signatures to: Haley Johnson, Special Projects Coordinator at 17403 Central Blvd., Jupiter, FL 33458. Failure to execute and deliver the Agreement and requested documentation to the Owner within fifteen (15) consecutive calendar days from **[INSERT DATE]** may result in forfeiture of the contract, with the Town possibly awarding it to the next highest-ranked vendor or withdrawing the RFP.

Award is contingent upon Town Council approval and execution of the contract. A fully executed contract will be sent to you once completed.

Sincerely,

Rebecca Wilder, PE
Town of Jupiter
Assistant Director of Utilities

NOTICE OF AWARD

DATE:

TO:

ATT:

Contract: Professional Engineering Continuing Services Consultant Contract (WS2524)
Town of Jupiter Utilities
Jupiter, FL

This is to advise you that on [INSERT DATE], the Jupiter Town Council approved award of the above referenced contract to your firm as a result of your Proposal dated [INSERT DATE], for the Basis of Compensation identified in Exhibit C of the Agreement.

Enclosed is a fully executed Agreement/Contract for your files. The commencement date of this Contract, as noted in the Agreement, is _____. The contract completion date is _____ (5 years from commencement date).

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract.

We look forward to working with your firm.

Sincerely,

Rebecca Wilder, PE
Town of Jupiter
Assistant Director of Utilities

CONTRACT (AGREEMENT) – REVISED BY ADDENDUM 4

CONTRACT (AGREEMENT) BETWEEN THE TOWN OF JUPITER UTILITIES AND [INSERT VENDOR NAME]

Professional Engineering Continuing Services Consultant Contract Contract No. WS2524

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and _____ (name of vendor) _____ (address), a State of _____ (state) corporation, _____ (FEIN number) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with 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 CONSULTANT to provide professional utility consulting services for its water and stormwater utilities; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional utility consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional utility consulting services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract ~~will~~ relate to municipal water and stormwater utility operations, improvements, maintenance and planning including implementation of the Utility's Water and Stormwater Community Investment Program (CIP). Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN. ~~CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.~~
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of ~~the~~ any work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the

completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the ~~Owner~~ TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to ~~Owner~~ the TOWN for consideration and provided that the requested adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C" ~~and made a part of this CONTRACT.~~ CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" ~~and attached hereto~~, shall remain in effect for a period of five (5) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for 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.
- 3.5. All work compensated for under this ~~Agreement~~ CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this ~~Agreement~~ CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. CONSULTANT shall file a W9 Taxpayer Identification Form with the TOWN. This form must be submitted and received by the TOWN's Finance Department before payment to a successful ~~Proposer~~ will be authorized for any Work Orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2524 as well as the TOWN's Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2524, project name, TOWN work order name and number, TOWN purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their

respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.

- 5.3. The TOWN shall pay the full undisputed amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The Town shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subconsultants, agents, assigns, and employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any

waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.

- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all

payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e. termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.

- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN's Public Relations Image – ~~Selected Proposer's~~ CONSULTANT's personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the ~~Selected Proposer(s)~~ CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- ~~7.6. Regardless of anything to the contrary, this CONTRACT may be terminated by the TOWN at any time and for any reason. Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.~~
- ~~7.7. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.~~
- 7.8. ~~If either party initiates legal action, including appeals, to enforce~~ For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.9. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, ~~but shall not be obligated to,~~ agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.
- ~~7.10. In any action, suit, arbitration, (but not a mediation) or other similar proceeding brought by any party hereto for enforcement of this Agreement, or arising out of or relating hereto or the breach of same, the non-prevailing or unsuccessful party shall agree to promptly pay directly, or promptly reimburse the prevailing or successful party for all court costs and all attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes~~

~~of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., arbitrator) that resolves such action, suit, dispute, claim, or litigation, and the court of competent jurisdiction or independent party may also apportion blame on the parties whereby the amounts to be paid shall be in proportion to the degree to which each party is apportioned blame.~~

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm 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 firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.

- 9.3. The CONSULTANT shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. ~~The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.~~

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.
- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN ~~in a contractual relationship~~ unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.
- 11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the ~~Contractor~~ CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the ~~municipality~~ TOWN to be a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 11.10. This ~~Agreement~~ CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The ~~Contractor~~ CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, ~~Contractor~~ CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 11.10(b) Subcontractors -
- (i) ~~Contractor~~ CONSULTANT shall also require all subcontractors performing work under this ~~Agreement~~ CONTRACT to use the E-Verify system for any employees they may hire during the term of this ~~Agreement~~ CONTRACT.
 - (ii) ~~Contractor~~ CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) ~~Contractor~~ CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the ~~Agreement~~ CONTRACT.
- 11.10(c) ~~Contractor~~ CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the ~~Contractor~~ CONSULTANT stating all employees hired on and after January 1, 2021 have had their

work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

- 11.10(d) Failure to comply with this provision is a material breach of the ~~Agreement~~ CONTRACT, and shall result in the immediate termination of the ~~Agreement~~ CONTRACT without penalty to the TOWN. ~~Contractor~~ CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement ~~Agreement~~ CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

- 12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides engineering consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.
- 12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this ~~Agreement~~ CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 13.2. The ~~CONTRACTOR~~ CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that ~~CONTRACTOR~~ CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a contractor that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONTRACTOR CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - b. Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - c. Contractor's Certificate of Insurance

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

[INSERT VENDOR NAME]
[INSERT VENDOR ADDRESS]
[INSERT VENDOR ADDRESS 2]

[NAME, TITLE]

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

EXHIBIT A – STATEMENT OF WORK

I. INTRODUCTION

- A. The Town of Jupiter has selected the Professional Engineering consulting firms (i.e., consultant) on the basis of qualifications to provide professional engineering and technical services on a non-exclusive, continuing basis for the Town of Jupiter's Water and Stormwater Utility Systems (Town) under the Professional Engineering Continuing Services Consultant Contract (WS2524). Consultant will assist the Jupiter Utilities Department with its water and stormwater utilities systems operations and has experience with the following:
- Design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
 - Design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
 - Design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
 - Design, permitting, construction and operation of stormwater management systems
 - Design, permitting, and construction of buildings, structures, and facilities
 - Utility operations, long term planning, and financial management services
- B. The Town may select up to three (3) qualified, consulting firm(s) who demonstrate relevant experience and specialize in providing the scope of services described herein.
- C. Consultant shall remain available to the Town on an as needed and continuing basis for the duration of a five (5) year contract term with the option for renewal, upon mutual agreement, for an additional, five (5) year contract term.

II. SCOPE OF WORK

- A. Consultant will provide a full range of consulting engineering services for the Town including support with its utility systems operations, development and implementation of the Town's utility master plans, community investment program, annual approved operating budget projects, and related Town projects or initiatives requiring professional engineering, design, consulting and technical services to support the functions and long term planning for the Town's water and stormwater utilities. The exact scope of work under this Contract will be determined during the life of the contract.

The following list represents the types of professional engineering and technical services that qualified firms shall be capable of providing under this Contract:

1. Engineering Services, Evaluations and Studies
2. Technical Services, Evaluations and Pilot Studies
3. Financial Evaluations and Studies
4. Construction Phase Support Services
5. Mechanical Engineering and Design
6. Electrical Engineering and Design
7. Environmental Engineering and Design
8. Civil Engineering and Design
9. Architectural Engineering and Design
10. Landscape Architecture and Design
11. Regulatory Compliance Support

12. Permitting
13. Surveying
14. Utility Master Planning
15. Grant Proposals and Administration

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

III. RESPONSIBILITIES OF SELECTED CONSULTANT

A. REQUESTS FOR PROPOSAL

The Consultant for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the Consultant on non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include meetings, data review, design and modeling, permitting assistance, preparation of drawings, cost estimates, technical specifications and contract documents, draft technical memorandums and reports, field inspections and related services and/or deliverables, where appropriate, to provide the project-specific engineering consulting, technical and field inspection services to support the Town's water and/or stormwater utilities. Consultant shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

B. WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the Consultant to commence the requested services through issuance of a memorandum, which will include a copy of the Consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, Consultant may proceed with providing the engineering consulting services to the Town for the project in accordance with the schedule included in the Consultant's proposal

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

C. REPORTING AND DELIVERABLES

Work authorizations that require or provide for deliverables shall be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Deliverables required in hard copy, such as design drawings, shall also be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized, professionally prepared, tabulate results, where applicable, offer written narrative and compare with project specifications / criteria, where appropriate. Reports and/or drawings requiring review and

approval by a licensed professional engineer shall be signed and sealed consistent with State of Florida requirements. Reports that include data obtained from field test and inspection activities shall include the associated field reports.

D. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

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EXHIBIT B – PROJECT ORGANIZATION CHART

Vendor supplied organizational chart will be inserted upon contract execution.

[Insert Consultant's Organizational Chart]

EXHIBIT C – BASIS OF COMPENSATION AND FEE SCHEDULE

Consultant's Basis of Compensation and Fee Schedule will be inserted upon contract execution.

[Insert Consultant's Basis of Compensation and Fee Schedule]

EXHIBIT D – INSURANCE REQUIREMENTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the Proposer 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 Proposer and all subcontractors.

COMMERCIAL GENERAL LIABILITY - with the minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate, 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.

BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000, 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.

PROFESSIONAL LIABILITY with minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 Aggregate.

The Town shall be included as an Additional 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 successful Proposer(s) to ensure that all sub-consultant(s) are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work activities. The Town may at its discretion, require the successful Proposer(s) to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Commercial General Liability policy must include an endorsement covering same, including installation and transit.

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

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above-described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town is named as an additional named insured shall not apply to Town.

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the successful Proposer(s), and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the successful Proposer(s) shall thereupon cease and terminate.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The Town, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, save, hold harmless and defend the Town of Jupiter and any other Named Insured person(s) or entity(s), their respective officers, agents, and employees, from damages, losses, liabilities, costs, claims, suits, actions, expenditures, or causes of action of any kind arising from the services authorized in this contract and to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

[Attach Copy of Consultant's Certificate of Insurance]

PART IV – EVALUATION OF PROPOSALS

4.1 OVERVIEW

- A. General** – The Town of Jupiter (Town) shall be the sole judge of their own best interests, the proposal, and the resulting negotiated agreement. The Town’s decisions will be final. The Town’s evaluation criteria will include, but shall not be limited to, consideration of the following:

ITEM	CRITERION	POINTS
A	Qualifications of Consultant and Core Team: Qualifications of Consultant and Core Team including subconsultant(s), if applicable, with similar work.	15
B	Experience of Consultant and Core Team: Experience of Consultant and Core Team including subconsultant(s), if applicable, with similar contracts.	20
C	Project Approach: Proposed process to be utilized for implementation and execution of various perceived tasks envisioned including quality assurance and quality control program.	15
D	Communication of Core Team: Approach to maintaining good communication with Town staff, location of Core Team office, approach for responsiveness.	15
E	Current Capacity and Scheduling: <u>Approach to being responsive to work requests and meeting the Town’s project schedule requirements, and projected workload of the Core Team.</u>	15
F	Reporting and Invoicing: Approach, format, clarity, timeliness, accuracy of reporting, budget oversight and invoicing.	10
G	Completeness of Proposal: Information provided as described by Part III, 3.2 G.	10
Total Maximum Points		100



UTILITIES

REQUEST FOR PROPOSALS PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT (WS2524)

SELECTION COMMITTEE PUBLIC MEETING MINUTES February 21, 2025 at 10:00am

LOCATION:

Utilities Administration Conference Room
Jupiter Water Treatment Facility
17403 Central Boulevard, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Rebecca Wilder, Assistant Director of Utilities (Committee Chair)
Roger Held, Director of Construction Services
Mitchell Savitski, Senior Utilities Engineer
Steven Montemayor, Senior Utilities Engineer
Chris McKenzie, Utility Systems Manager

OTHER ATTENDEES:

See Sign-In Sheet

DISCUSSION

- I. The Selection Committee Meeting shall convene at 10:00am. Actual time convened **10:05am**
- II. The Committee Chair introduced the committee and requested that any other attendees introduce themselves. Representatives from three firms were in attendance as noted on the sign-in sheet
- III. The Chair reviewed that Selection Committee members were instructed to use the criteria noted in the Request for Proposals (RFP WS2524) to rank the proposals., assign a score for each of the criterion based on the proposal response, and calculate a total score for each proposal.
- IV. The Chair asked if all scoring is complete. Each Committee member signed their sheets and assigned rankings where firms with the highest score received a ranking of 1, and remaining proposals ranked sequentially in accordance with total point score. If a Committee member's score resulted in tie between two firms then they were assigned the same ranking, next sequential number skipped and subsequent firm assigned the next numerical value. For example Firms A, B and C had scores of 90, 90 and 87, Firms A and B ranked 1 and Firm C ranked 3. Committee members turned in their score sheets.

- V. The Committee discussed their scoring amongst the seven (7) proposals received for the RFP.
- VI. The Chair organized score sheets for each professional organization from each Committee member and proceeded to enter in the scores and ranking into the electronic Excel spreadsheet displayed for the meeting attendees.
- VII. The Chair summed up the rankings for each professional organization from all the Selection Committee members. Another Selection Committee member checked the addition of the rankings.
- VIII. Once the Selection Committee rankings were summed up, the three lowest combined rankings were be deemed the most qualified professional organizations to provide professional engineering consultant services to the Town of Jupiter. The top organizations were announced.
 - a. Hazen and Sawyer
 - b. Kimley Horn and Associates
 - c. Carollo Engineers, Inc.
- IX. The top three organizations with the lowest combined ranking were short listed in order of the combined ranking and the Town will proceed to initiate final contract and fee negotiations. Should a contract not be executed with any of the top three (3) organizations, the Town has the right to move on to the next most qualified organization.
- X. The Selection Committee Meeting was adjourned. Time meeting adjourned **10:30am**

cc: WS2524 Selection Committee Meeting File
Meeting Attendees

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT (WS2524)

SELECTION COMMITTEE MEETING SIGN-IN SHEET February 21, 2025 at 10:00am

	Name	Agency	Phone Number	Email Address
1	Roger Held	Town of Jupiter	561-741-2669	rogerh@jupiter.fl.us
2	Rebecca Wilder	Town of Jupiter	561-741-2635	rebeccaw@jupiter.fl.us
3	Mitchell Savitski	Town of Jupiter	561-741-2638	mitchells@jupiter.fl.us
4	Steven Montemayor	Town of Jupiter	561-741-2710	stevenm@jupiter.fl.us
5	Chris McKenzie	Town of Jupiter	561-741-2605	chrism@jupiter.fl.us
6	UFZ FUJIKAWA	CAROLVO	561-864-8500	EFUJIKAWA@CAROLVO.COM
7	Blair McKnight	Kimley-Horn and Assoc.	314-346-5312	blair.mcknight@Kimley-Horn.com
8	Nicki Russo	Kimley-Horn	(904) 307-0279	nicki.russo@kimley-horn.com
9	Kate Atkinson	KEITH	561-221-8166	Katkinson@KEITHteam.com
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REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONSULTANT CONTRACT (WS2524)
SUMMARY OF EVALUATION RESULTS

RESPONDENT	Sr. Director		Asst. Director		Systems Manager		Sr. Engineer		Sr. Engineer		SUM	
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank
Hazen and Sawyer	100	1	92	1	98	1	93	2	90	1	473	6
Kimley-Horn & Associates, Inc.	100	1	92	1	90	2	96	1	90	1	468	6
Carollo Engineers, Inc.	92	5	72	5	90	2	87	3	80	3	421	18
Calvin, Giordano & Associates, Inc.	97	3	76	3	58	7	85	4	75	5	391	22
Keith & Associates, Inc. (dba KEITH)	92	5	74	4	90	2	79	6	65	7	400	24
Caulfield & Wheeler, Inc.	93	4	66	7	82	5	80	5	75	5	396	26
Craig A. Smith & Associates	88	7	71	6	61	6	77	7	80	3	377	29

SUMMARY		
Rank	Respondent	Sum. Rank
1	Hazen and Sawyer	6
2	Kimley-Horn & Associates, Inc.	6
3	Carollo Engineers, Inc.	18
4	Calvin, Giordano & Associates, Inc.	22
5	Keith & Associates, Inc. (dba KEITH)	24
6	Caulfield & Wheeler, Inc.	26
7	Craig A. Smith & Associates	29

CONTRACT (AGREEMENT)
(REVISED BY ADDENDUM 4 & CONTRACT NEGOTIATIONS)

CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND KIMLEY-HORN AND ASSOCIATES, INC.

Professional Engineering Continuing Services Consultant Contract
Contract No. WS2524A

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Kimley-Horn and Associates, Inc., 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411, a State of North Carolina corporation, 56-0885615 (FEIN) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with 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 CONSULTANT to provide professional utility consulting services for its water and stormwater utilities; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional utility consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional utility consulting services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract ~~will~~ relate to municipal water and stormwater utility operations, improvements, maintenance and planning including implementation of the Utility's Water and Stormwater Community Investment Program (CIP). Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN. ~~CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.~~
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies comply with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of ~~the any~~ work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the

completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the ~~Owner~~ TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to ~~Owner~~ the TOWN for consideration and provided that the requested adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C" ~~and made a part of this CONTRACT.~~ CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" ~~and attached hereto~~, shall remain in effect for a period of five (5) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for 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.
- 3.5. All work compensated for under this ~~Agreement~~ CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this ~~Agreement~~ CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. CONSULTANT shall file a W9 Taxpayer Identification Form with the TOWN. This form must be submitted and received by the TOWN's Finance Department before payment to a successful Proposer will be authorized for any Work Orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2524 as well as the TOWN's Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2524, project name, TOWN work order name and number, TOWN purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their

respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.

- 5.3. The TOWN shall pay the full undisputed amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The Town shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subconsultants, agents, assigns, and employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any

waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.

- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all

payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e. termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.

- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN's Public Relations Image – ~~Selected Proposer's~~ CONSULTANT's personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the ~~Selected Proposer(s)~~ CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- ~~7.6. Regardless of anything to the contrary, this CONTRACT may be terminated by the TOWN at any time and for any reason. Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.~~
- ~~7.7. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.~~
- 7.8. If either party initiates legal action, including appeals, to enforce For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.9. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.
- ~~7.10. In any action, suit, arbitration, (but not a mediation) or other similar proceeding brought by any party hereto for enforcement of this Agreement, or arising out of or relating hereto or the breach of same, the non-prevailing or unsuccessful party shall agree to promptly pay directly, or promptly reimburse the prevailing or successful party for all court costs and all attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes~~

~~of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., arbitrator) that resolves such action, suit, dispute, claim, or litigation, and the court of competent jurisdiction or independent party may also apportion blame on the parties whereby the amounts to be paid shall be in proportion to the degree to which each party is apportioned blame.~~

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm 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 firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

- 9.2. The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.
- 9.3. The CONSULTANT shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN

in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.

- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN ~~in a contractual relationship~~ unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.
- 11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the ~~Contractor~~ CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the ~~municipality~~ TOWN to be a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 11.10. This ~~Agreement~~ CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The ~~Contractor~~ CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, ~~Contractor~~ CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 11.10(b) Subcontractors -
- (i) ~~Contractor~~ CONSULTANT shall also require all subcontractors performing work under this ~~Agreement~~ CONTRACT to use the E-Verify system for any employees they may hire during the term of this ~~Agreement~~ CONTRACT.
 - (ii) ~~Contractor~~ CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) ~~Contractor~~ CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the ~~Agreement~~ CONTRACT.

11.10(c) ~~Contractor~~ CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the ~~Contractor~~ CONSULTANT stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

11.10(d) Failure to comply with this provision is a material breach of the ~~Agreement~~ CONTRACT, and shall result in the immediate termination of the ~~Agreement~~ CONTRACT without penalty to the TOWN. ~~Contractor~~ CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement ~~Agreement~~ CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides engineering consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this ~~Agreement~~ CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

- 13.2. The ~~CONTRACTOR~~ CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that ~~CONTRACTOR~~ CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the ~~CONTRACTOR~~ CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the ~~CONTRACTOR~~ CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a contractor that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The ~~CONTRACTOR~~ CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the ~~CONTRACTOR~~ CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the ~~CONTRACTOR~~ CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - b. Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - c. Contractor's Certificate of Insurance

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

VENDOR

Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Jason Lee, PE, Vice President

(CORPORATE SEAL)

ATTEST

Laura E. Cahill, Town Clerk

ATTEST

[PRINT NAME AND POSITION]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

EXHIBIT A – STATEMENT OF WORK

I. INTRODUCTION

- A. The Town of Jupiter has selected the Professional Engineering consulting firms (i.e., consultant) on the basis of qualifications to provide professional engineering and technical services on a non-exclusive, continuing basis for the Town of Jupiter's Water and Stormwater Utility Systems (Town) under the Professional Engineering Continuing Services Consultant Contract (WS2524). Consultant will assist the Jupiter Utilities Department with its water and stormwater utilities systems operations and has experience with the following:
- Design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
 - Design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
 - Design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
 - Design, permitting, construction and operation of stormwater management systems
 - Design, permitting, and construction of buildings, structures, and facilities
 - Utility operations, long term planning, and financial management services
- B. The Town may select up to three (3) qualified, consulting firm(s) who demonstrate relevant experience and specialize in providing the scope of services described herein.
- C. Consultant shall remain available to the Town on an as needed and continuing basis for the duration of a five (5) year contract term with the option for renewal, upon mutual agreement, for an additional, five (5) year contract term.

II. SCOPE OF WORK

- A. Consultant will provide a full range of consulting engineering services for the Town including support with its utility systems operations, development and implementation of the Town's utility master plans, community investment program, annual approved operating budget projects, and related Town projects or initiatives requiring professional engineering, design, consulting and technical services to support the functions and long term planning for the Town's water and stormwater utilities. The exact scope of work under this Contract will be determined during the life of the contract.

The following list represents the types of professional engineering and technical services that qualified firms shall be capable of providing under this Contract:

1. Engineering Services, Evaluations and Studies
2. Technical Services, Evaluations and Pilot Studies
3. Financial Evaluations and Studies
4. Construction Phase Support Services
5. Mechanical Engineering and Design
6. Electrical Engineering and Design
7. Environmental Engineering and Design
8. Civil Engineering and Design
9. Architectural Engineering and Design
10. Landscape Architecture and Design
11. Regulatory Compliance Support

12. Permitting
13. Surveying
14. Utility Master Planning
15. Grant Proposals and Administration

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

III. RESPONSIBILITIES OF SELECTED CONSULTANT

A. REQUESTS FOR PROPOSAL

The Consultant for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the Consultant on non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include meetings, data review, design and modeling, permitting assistance, preparation of drawings, cost estimates, technical specifications and contract documents, draft technical memorandums and reports, field inspections and related services and/or deliverables, where appropriate, to provide the project-specific engineering consulting, technical and field inspection services to support the Town's water and/or stormwater utilities. Consultant shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

B. WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the Consultant to commence the requested services through issuance of a memorandum, which will include a copy of the Consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, Consultant may proceed with providing the engineering consulting services to the Town for the project in accordance with the schedule included in the Consultant's proposal

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

C. REPORTING AND DELIVERABLES

Work authorizations that require or provide for deliverables shall be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Deliverables required in hard copy, such as design drawings, shall also be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized, professionally prepared, tabulate results, where applicable, offer written narrative and compare with project specifications / criteria, where appropriate. Reports and/or drawings requiring review and

approval by a licensed professional engineer shall be signed and sealed consistent with State of Florida requirements. Reports that include data obtained from field test and inspection activities shall include the associated field reports.

D. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

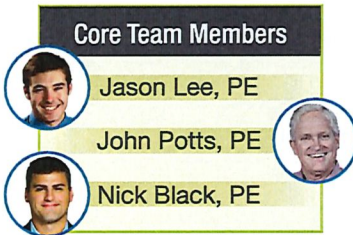
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EXHIBIT B – PROJECT ORGANIZATION CHART

Vendor supplied organizational chart will be inserted upon contract execution.

[Insert Consultant's Organizational Chart]

*Subconsultant



TOWN OF JUPITER

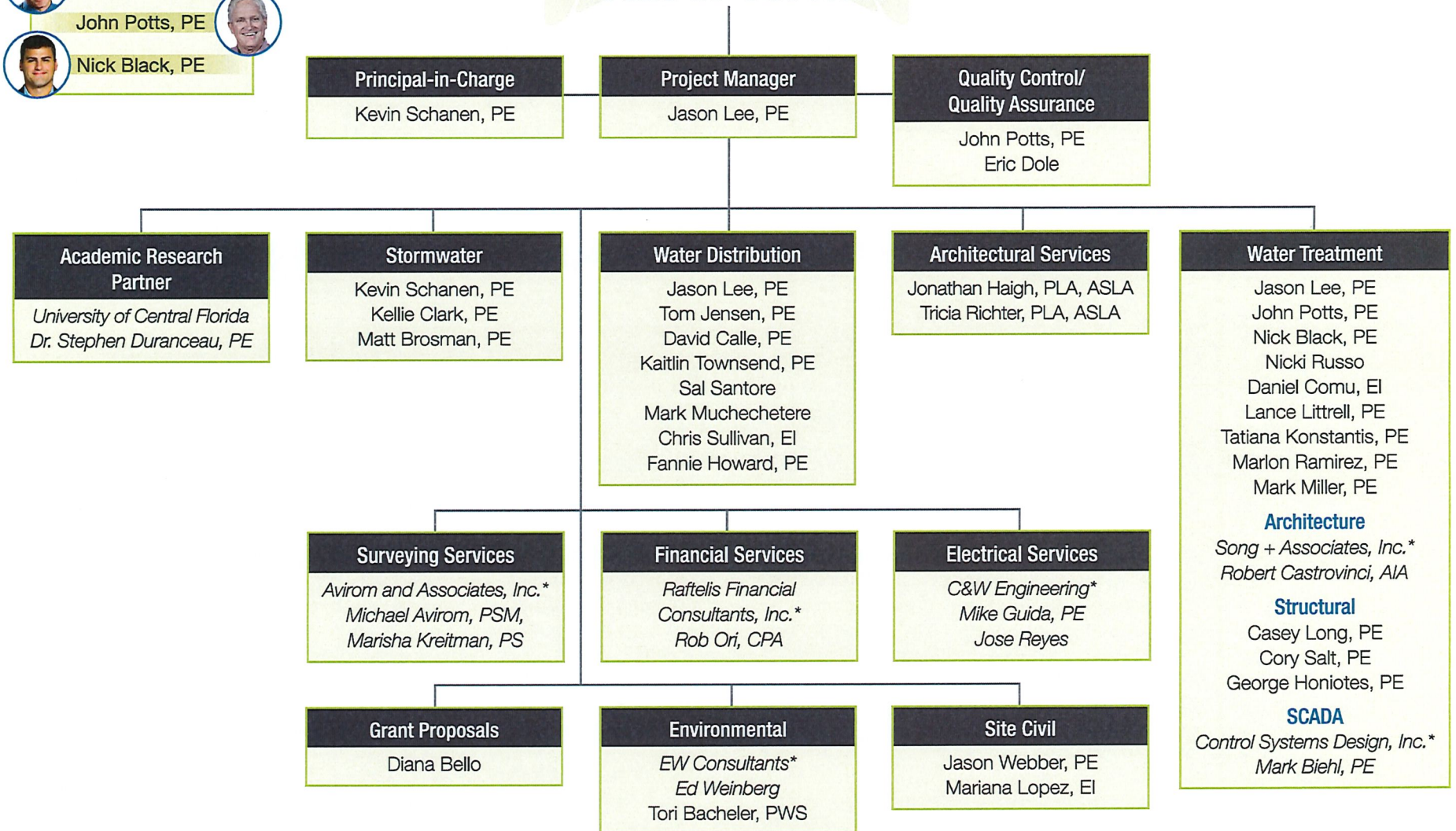


EXHIBIT C – BASIS OF COMPENSATION AND FEE SCHEDULE

Consultant's Basis of Compensation and Fee Schedule will be inserted upon contract execution.

[Insert Consultant's Basis of Compensation and Fee Schedule]



**Town of Jupiter Utilities
WS2524 Professional Engineering Consultant Contract
Categorical Rate Schedule
Kimley-Horn and Associates, Inc.
February 2025**

Job Title / Description	Categorical Rate
Senior Principal Engineer	\$397.16
Principal Engineer	\$354.82
Senior Project Manager	\$334.44
Project Manager	\$250.27
Senior Professional	\$310.99
Professional II	\$255.72
Professional I	\$217.51
Analyst II	\$165.71
Analyst I	\$150.57
Senior Designer	\$233.50
Designer	\$181.22
CADD Technician	\$155.45
Senior Field Technician	\$218.12
Field Technician	\$150.26
Senior Admin Technician	\$127.01
Administrative Assistant	\$110.67

Rates above include direct labor cost, fringe benefits, general overhead, and profit margin. Reimbursement for subcontractors will be billed at cost times 1.0. Rates subject to annual escalation as per Section 2.2 of the contract.

EXHIBIT D – INSURANCE REQUIREMENTS **(REVISED BY ADDENDUM 1 & CONTRACT NEGOTIATIONS)**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the Proposer 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 Proposer and all subcontractors.

COMMERCIAL GENERAL LIABILITY - with the minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate, 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.

BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000, 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.

PROFESSIONAL LIABILITY with minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 Aggregate.

The Town shall be included as an Additional 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 successful Proposer(s) to ensure that all sub-consultant(s) are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work activities. The Town may at its discretion, require the successful Proposer(s) to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Commercial General Liability policy must include an endorsement covering same, including installation and transit.

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

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above-described general liability and auto liability insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town is named as an additional named insured shall not apply to Town.

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the successful Proposer(s), and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the successful Proposer(s) shall thereupon cease and terminate.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The Town, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's general and auto liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, save, hold harmless and defend the Town of Jupiter and any other Named Insured person(s) or entity(s), their respective officers, agents, and employees, from damages, losses, liabilities, costs, claims, suits, actions, expenditures, or causes of action of any kind arising from the services authorized in this contract and to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual general and auto liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

[Attach Copy of Consultant's Certificate of Insurance]

CONTRACT (AGREEMENT)
(REVISED BY ADDENDUM 4 & CONTRACT NEGOTIATIONS)

CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND HAZEN AND SAWYER

Professional Engineering Continuing Services Consultant Contract
Contract No. WS2524B

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Hazen and Sawyer, 2101 NW Corporate Boulevard, Suite 301, Boca Raton, FL 33431, a State of New York corporation, 13-2904652 (FEIN) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with 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 CONSULTANT to provide professional utility consulting services for its water and stormwater utilities; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional utility consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional utility consulting services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract ~~will~~ relate to municipal water and stormwater utility operations, improvements, maintenance and planning including implementation of the Utility's Water and Stormwater Community Investment Program (CIP). Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN. ~~CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.~~
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies ~~comply~~ with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of ~~the any~~ work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the

completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the ~~Owner~~ TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to ~~Owner~~ the TOWN for consideration and provided that the requested adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C" ~~and made a part of this CONTRACT.~~ CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" ~~and attached hereto~~, shall remain in effect for a period of five (5) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for 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.
- 3.5. All work compensated for under this ~~Agreement~~ CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this ~~Agreement~~ CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. CONSULTANT shall file a W9 Taxpayer Identification Form with the TOWN. This form must be submitted and received by the TOWN's Finance Department before payment to a successful ~~Proposer~~ will be authorized for any Work Orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2524 as well as the TOWN's Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2524, project name, TOWN work order name and number, TOWN purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their

respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.

- 5.3. The TOWN shall pay the full undisputed amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The Town shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subconsultants, agents, assigns, and employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any

waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.

- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all

payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e. termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.

- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN's Public Relations Image – ~~Selected Proposer's~~ CONSULTANT's personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the ~~Selected Proposer(s)~~ CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- ~~7.6. Regardless of anything to the contrary, this CONTRACT may be terminated by the TOWN at any time and for any reason. Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.~~
- ~~7.7. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.~~
- 7.8. ~~If either party initiates legal action, including appeals, to enforce~~ For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.9. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.
- ~~7.10. In any action, suit, arbitration, (but not a mediation) or other similar proceeding brought by any party hereto for enforcement of this Agreement, or arising out of or relating hereto or the breach of same, the non-prevailing or unsuccessful party shall agree to promptly pay directly, or promptly reimburse the prevailing or successful party for all court costs and all attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes~~

~~of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., arbitrator) that resolves such action, suit, dispute, claim, or litigation, and the court of competent jurisdiction or independent party may also apportion blame on the parties whereby the amounts to be paid shall be in proportion to the degree to which each party is apportioned blame.~~

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm 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 firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

- 9.2. The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.
- 9.3. The CONSULTANT shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT 'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN

in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.

- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN ~~in a contractual relationship~~ unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.
- 11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the ~~Contractor~~ CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the ~~municipality~~ TOWN to be a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 11.10. This ~~Agreement~~ CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The ~~Contractor~~ CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, ~~Contractor~~ CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 11.10(b) Subcontractors -
- (i) ~~Contractor~~ CONSULTANT shall also require all subcontractors performing work under this ~~Agreement~~ CONTRACT to use the E-Verify system for any employees they may hire during the term of this ~~Agreement~~ CONTRACT.
 - (ii) ~~Contractor~~ CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) ~~Contractor~~ CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the ~~Agreement~~ CONTRACT.

11.10(c) ~~Contractor~~ CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the ~~Contractor~~ CONSULTANT stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

11.10(d) Failure to comply with this provision is a material breach of the ~~Agreement~~ CONTRACT, and shall result in the immediate termination of the ~~Agreement~~ CONTRACT without penalty to the TOWN. ~~Contractor~~ CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement ~~Agreement~~ CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides engineering consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this ~~Agreement~~ CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

- 13.2. The ~~CONTRACTOR~~ CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that ~~CONTRACTOR~~ CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the ~~CONTRACTOR~~ CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the ~~CONTRACTOR~~ CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a contractor that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The ~~CONTRACTOR~~ CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the ~~CONTRACTOR~~ CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the ~~CONTRACTOR~~ CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - Contractor's Certificate of Insurance

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

Hazen and Sawyer
2101 NW Corporate Boulevard, Suite 301
Boca Raton, FL 33431

Robert B. Taylor, Jr., PE, Senior Vice President

(CORPORATE SEAL)

ATTEST

[PRINT NAME AND POSITION]

EXHIBIT A – STATEMENT OF WORK

I. INTRODUCTION

- A. The Town of Jupiter has selected the Professional Engineering consulting firms (i.e., consultant) on the basis of qualifications to provide professional engineering and technical services on a non-exclusive, continuing basis for the Town of Jupiter's Water and Stormwater Utility Systems (Town) under the Professional Engineering Continuing Services Consultant Contract (WS2524). Consultant will assist the Jupiter Utilities Department with its water and stormwater utilities systems operations and has experience with the following:
- Design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
 - Design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
 - Design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
 - Design, permitting, construction and operation of stormwater management systems
 - Design, permitting, and construction of buildings, structures, and facilities
 - Utility operations, long term planning, and financial management services
- B. The Town may select up to three (3) qualified, consulting firm(s) who demonstrate relevant experience and specialize in providing the scope of services described herein.
- C. Consultant shall remain available to the Town on an as needed and continuing basis for the duration of a five (5) year contract term with the option for renewal, upon mutual agreement, for an additional, five (5) year contract term.

II. SCOPE OF WORK

- A. Consultant will provide a full range of consulting engineering services for the Town including support with its utility systems operations, development and implementation of the Town's utility master plans, community investment program, annual approved operating budget projects, and related Town projects or initiatives requiring professional engineering, design, consulting and technical services to support the functions and long term planning for the Town's water and stormwater utilities. The exact scope of work under this Contract will be determined during the life of the contract.

The following list represents the types of professional engineering and technical services that qualified firms shall be capable of providing under this Contract:

1. Engineering Services, Evaluations and Studies
2. Technical Services, Evaluations and Pilot Studies
3. Financial Evaluations and Studies
4. Construction Phase Support Services
5. Mechanical Engineering and Design
6. Electrical Engineering and Design
7. Environmental Engineering and Design
8. Civil Engineering and Design
9. Architectural Engineering and Design
10. Landscape Architecture and Design
11. Regulatory Compliance Support

12. Permitting
13. Surveying
14. Utility Master Planning
15. Grant Proposals and Administration

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

III. RESPONSIBILITIES OF SELECTED CONSULTANT

A. REQUESTS FOR PROPOSAL

The Consultant for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the Consultant on non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include meetings, data review, design and modeling, permitting assistance, preparation of drawings, cost estimates, technical specifications and contract documents, draft technical memorandums and reports, field inspections and related services and/or deliverables, where appropriate, to provide the project-specific engineering consulting, technical and field inspection services to support the Town's water and/or stormwater utilities. Consultant shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

B. WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the Consultant to commence the requested services through issuance of a memorandum, which will include a copy of the Consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, Consultant may proceed with providing the engineering consulting services to the Town for the project in accordance with the schedule included in the Consultant's proposal

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

C. REPORTING AND DELIVERABLES

Work authorizations that require or provide for deliverables shall be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Deliverables required in hard copy, such as design drawings, shall also be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized, professionally prepared, tabulate results, where applicable, offer written narrative and compare with project specifications / criteria, where appropriate. Reports and/or drawings requiring review and

approval by a licensed professional engineer shall be signed and sealed consistent with State of Florida requirements. Reports that include data obtained from field test and inspection activities shall include the associated field reports.

D. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

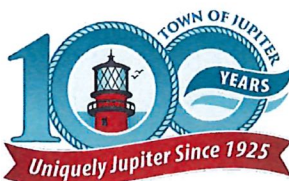
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EXHIBIT B – PROJECT ORGANIZATION CHART

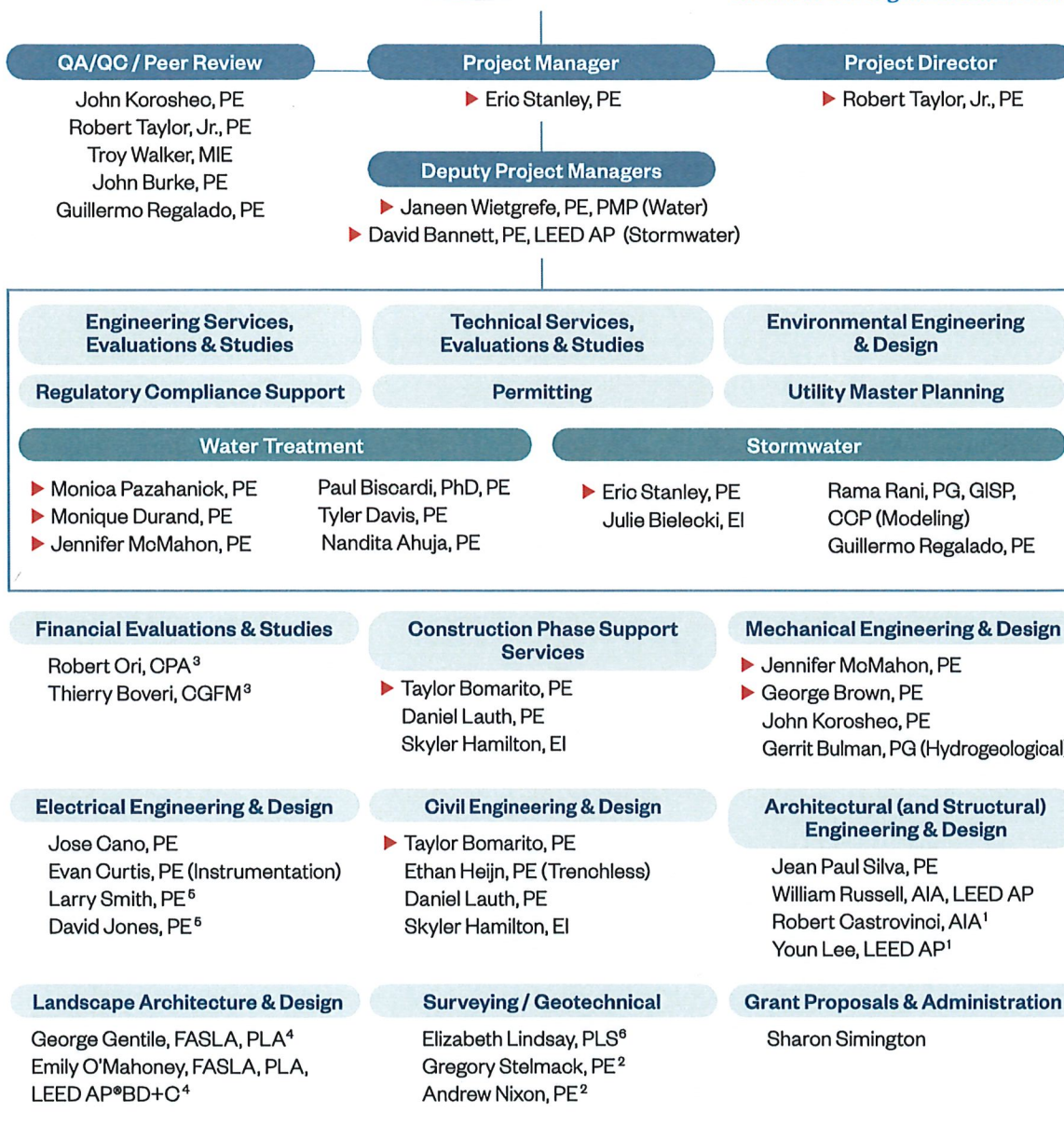
Vendor supplied organizational chart will be inserted upon contract execution.

[Insert Consultant's Organizational Chart]

Organizational Chart Identifying Core Team Members



Hazen has the capabilities to perform all services in-house except survey, utility financial consulting, and geotechnical services. We have included six subconsultants to provide support services and specialty expertise, as shown in our organizational chart below.



Subconsultants

- | | |
|--|--|
| 1 Song + Associates, Inc. (MBE)* | 4 2GHO, Inc. |
| 2 WIRX Engineering, LLO (S/MBE)* | 5 Smith Engineering Consultants, Inc. |
| 3 Raftelis Financial Consultants, Inc. | 6 Betsy Lindsay Inc., Division of Haley Ward |

▶ Core Team Members

* Certified Minority Firm

1021-706

EXHIBIT C – BASIS OF COMPENSATION AND FEE SCHEDULE

Consultant's Basis of Compensation and Fee Schedule will be inserted upon contract execution.

[Insert Consultant's Basis of Compensation and Fee Schedule]

Town of Jupiter

Professional Engineering Continuing Services Consulting Contract (WS224)

Hazen and Sawyer - Proposed Billing Rates FY 2025

Classification	Low	High
Vice President / Associate Vice President	\$290	\$325
Senior Associate	\$226	\$299
Associate	\$198	\$241
Senior Principal Engineer	\$174	\$209
Principal Engineer	\$129	\$174
Engineer	\$102	\$162
Assistant Engineer	\$106	\$160
Senior Principal Scientist / Principal Scientist	\$154	\$162
Scientist	\$88	\$155
Senior Principal Designer	\$159	\$187
Principal Designer	\$115	\$160
Senior Designer	\$80	\$146
Principal Graphic Designer	\$74	\$137
Technical Typist	\$53	\$99
Technician	\$64	\$103

1. This table includes a general range of hourly rates, by employee category, at a 3.05 multiplier. Actual charges will be based on the product of the individual employee raw labor rate (3.05 multiplier).

2. A 5% general expenses fee will be billed for all charges (1.05 multiplier).

3. Subconsultant invoices will be invoiced at cost (1.0 multiplier).

EXHIBIT D – INSURANCE REQUIREMENTS
(REVISED BY ADDENDUM 1 & CONTRACT NEGOTIATIONS)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the Proposer 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 Proposer and all subcontractors.

COMMERCIAL GENERAL LIABILITY - with the minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate, 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.

BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000, 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.

PROFESSIONAL LIABILITY with minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 Aggregate.

The Town shall be included as an Additional 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 successful Proposer(s) to ensure that all sub-consultant(s) are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work activities. The Town may at its discretion, require the successful Proposer(s) to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Commercial General Liability policy must include an endorsement covering same, including installation and transit.

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

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above-described general liability and auto liability insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town is named as an additional named insured shall not apply to Town.

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the successful Proposer(s), and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the successful Proposer(s) shall thereupon cease and terminate.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The Town, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's general and auto liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, save, hold harmless and defend the Town of Jupiter and any other Named Insured person(s) or entity(s), their respective officers, agents, and employees, from damages, losses, liabilities, costs, claims, suits, actions, expenditures, or causes of action of any kind arising from the services authorized in this contract and to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual general and auto liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

[Attach Copy of Consultant's Certificate of Insurance]

CONTRACT (AGREEMENT)
(REVISED BY ADDENDUM 4 & CONTRACT NEGOTIATIONS)

CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND CAROLLO ENGINEERS, INC.

Professional Engineering Continuing Services Consultant Contract
Contract No. WS2524C

THIS CONTRACT, made this ____ day of _____, 20____, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and Carollo Engineers, Inc., 2056 Vista Parkway, Suite 150, West Palm Beach, FL 33411, a State of Delaware corporation, 86-0899222 (FEIN) hereinafter designated as "the CONSULTANT".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with 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 CONSULTANT to provide professional utility consulting services for its water and stormwater utilities; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional utility consulting services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional utility consulting services to the TOWN in the most efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN budgets funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract ~~will~~ relate to municipal water and stormwater utility operations, improvements, maintenance and planning including implementation of the Utility's Water and Stormwater Community Investment Program (CIP). Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN. ~~CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.~~
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for five (5) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of ~~the any~~ work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the

completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the five (5) year term for one successive five (5) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the ~~Owner~~ TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to ~~Owner~~ the TOWN for consideration and provided that the requested adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT's fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as "Exhibit C" ~~and made a part of this CONTRACT.~~ CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as "Exhibit C" ~~and attached hereto~~, shall remain in effect for a period of five (5) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT agrees that the TOWN may adjust the consideration for 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.
- 3.5. All work compensated for under this ~~Agreement~~ CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this ~~Agreement~~ CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- 4.2. The TOWN encourages the participation of minority owned, and women owned business enterprises in the TOWN's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1. CONSULTANT shall file a W9 Taxpayer Identification Form with the TOWN. This form must be submitted and received by the TOWN's Finance Department before payment to a successful ~~Proposer~~ will be authorized for any Work Orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2524 as well as the TOWN's Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2524, project name, TOWN work order name and number, TOWN purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their

respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.

- 5.3. The TOWN shall pay the full undisputed amount of the invoice within thirty (30) days of receipt of invoice provided the supporting documentation allows for the complete reconciliation of the invoice and the CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The Town shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; AND INSURANCE

- 6.1. For One Hundred Dollars (\$100.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subconsultants, agents, assigns, and employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.
- 6.2. The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. Failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any

waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.

- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. If the CONSULTANT fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the TOWN shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the TOWN shall provide written notice of any deficiency to the CONSULTANT. The CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.
- 7.2. The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be affected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.
- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all

payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e. termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.

- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN's Public Relations Image – ~~Selected Proposer's~~ CONSULTANT's personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the ~~Selected Proposer(s)~~ CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- ~~7.6. Regardless of anything to the contrary, this CONTRACT may be terminated by the TOWN at any time and for any reason. Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.~~
- ~~7.7. In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.~~
- 7.8. ~~If either party initiates legal action, including appeals, to enforce~~ For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.9. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.
- ~~7.10. In any action, suit, arbitration, (but not a mediation) or other similar proceeding brought by any party hereto for enforcement of this Agreement, or arising out of or relating hereto or the breach of same, the non-prevailing or unsuccessful party shall agree to promptly pay directly, or promptly reimburse the prevailing or successful party for all court costs and all attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes~~

~~of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., arbitrator) that resolves such action, suit, dispute, claim, or litigation, and the court of competent jurisdiction or independent party may also apportion blame on the parties whereby the amounts to be paid shall be in proportion to the degree to which each party is apportioned blame.~~

8. STANDARDS OF COMPLIANCE

- 8.1. The CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4. Pursuant to Section 287-055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT is an independent firm 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 firm, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

- 9.2. The CONSULTANT 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. Any attempted assignment in violation of this provision shall be void.
- 9.3. The CONSULTANT shall not pledge the TOWN's credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT OR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2. A request to inspect or copy public records relating to a public agency's CONTRACT for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- 10.3. If a CONSULTANT does not comply with the public agency's request for records, the public agency shall enforce the CONTRACT provisions in accordance with the CONTRACT.
- 10.4. A CONSULTANT who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.6. All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN

in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

- 10.7. The CONSULTANT shall retain all records relating to this CONTRACT for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

11. GENERAL PROVISIONS

- 11.1. Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.
- 11.2. Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.5. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.

- 11.6. Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN ~~in a contractual relationship~~ unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.
- 11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the ~~Contractor~~ CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the ~~municipality~~ TOWN to be a 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 or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 11.10. This ~~Agreement~~ CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The ~~Contractor~~ CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.
- 11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, ~~Contractor~~ CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- 11.10(b) Subcontractors -
- (i) ~~Contractor~~ CONSULTANT shall also require all subcontractors performing work under this ~~Agreement~~ CONTRACT to use the E-Verify system for any employees they may hire during the term of this ~~Agreement~~ CONTRACT.
 - (ii) ~~Contractor~~ CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) ~~Contractor~~ CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the ~~Agreement~~ CONTRACT.

11.10(c) ~~Contractor~~ CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the ~~Contractor~~ CONSULTANT stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration is in the E-Verify system.

11.10(d) Failure to comply with this provision is a material breach of the ~~Agreement~~ CONTRACT, and shall result in the immediate termination of the ~~Agreement~~ CONTRACT without penalty to the TOWN. ~~Contractor~~ CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement ~~Agreement~~ CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides engineering consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the CONSULTANT'S representation.

12.2. CONSULTANT represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT shall notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work, that CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to the TOWN by CONSULTANT under the terms of this ~~Agreement~~ CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

- 13.2. The CONTRACTOR CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR CONSULTANT for any work or materials furnished.
14. SCRUTINIZED COMPANIES LIST
- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a contractor that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONTRACTOR CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR CONSULTANT for any work or materials furnished.
15. DOCUMENTS COMPRISING CONTRACT
- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - Contractor's Certificate of Insurance

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

VENDOR

Carollo Engineers, Inc.
2056 Vista Parkway, Suite 150
West Palm Beach, FL 33411

Elizabeth Fujikawa, Vice President

(CORPORATE SEAL)

ATTEST

Laura E. Cahill, Town Clerk

ATTEST

[PRINT NAME AND POSITION]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

EXHIBIT A – STATEMENT OF WORK

I. INTRODUCTION

- A. The Town of Jupiter has selected the Professional Engineering consulting firms (i.e., consultant) on the basis of qualifications to provide professional engineering and technical services on a non-exclusive, continuing basis for the Town of Jupiter's Water and Stormwater Utility Systems (Town) under the Professional Engineering Continuing Services Consultant Contract (WS2524). Consultant will assist the Jupiter Utilities Department with its water and stormwater utilities systems operations and has experience with the following:
- Design, permitting, construction and operation of potable water treatment processes including membrane water treatment facilities
 - Design, permitting, construction and operation of disposal systems to manage residual and waste streams produced from potable water treatment processes including membrane concentrate
 - Design, permitting, construction and operation of raw water and potable water storage, transmission and distribution systems
 - Design, permitting, construction and operation of stormwater management systems
 - Design, permitting, and construction of buildings, structures, and facilities
 - Utility operations, long term planning, and financial management services
- B. The Town may select up to three (3) qualified, consulting firm(s) who demonstrate relevant experience and specialize in providing the scope of services described herein.
- C. Consultant shall remain available to the Town on an as needed and continuing basis for the duration of a five (5) year contract term with the option for renewal, upon mutual agreement, for an additional, five (5) year contract term.

II. SCOPE OF WORK

- A. Consultant will provide a full range of consulting engineering services for the Town including support with its utility systems operations, development and implementation of the Town's utility master plans, community investment program, annual approved operating budget projects, and related Town projects or initiatives requiring professional engineering, design, consulting and technical services to support the functions and long term planning for the Town's water and stormwater utilities. The exact scope of work under this Contract will be determined during the life of the contract.

The following list represents the types of professional engineering and technical services that qualified firms shall be capable of providing under this Contract:

1. Engineering Services, Evaluations and Studies
2. Technical Services, Evaluations and Pilot Studies
3. Financial Evaluations and Studies
4. Construction Phase Support Services
5. Mechanical Engineering and Design
6. Electrical Engineering and Design
7. Environmental Engineering and Design
8. Civil Engineering and Design
9. Architectural Engineering and Design
10. Landscape Architecture and Design
11. Regulatory Compliance Support

12. Permitting
13. Surveying
14. Utility Master Planning
15. Grant Proposals and Administration

All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

Anticipated Estimated Funding Town of Jupiter Utilities Professional Engineering Continuing Services Consultant Contract (WS2524)		
Contract Term	Description of Services	Estimated Value
Initial Term (5 Years)	Water Utility Annual Operations	\$2,800,000
	Water Utility Community Investment Program	\$6,300,000
	Water Utility Emergency/Unforeseen Expenses	\$500,000
	Sub-Total, Water Utility	\$9,600,000
	Stormwater Utility Annual Operations	\$1,100,000
	Stormwater Utility Community Investment Program	\$1,200,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$300,000
	Sub-Total, Stormwater Utility	\$2,600,000
	Total 5-Year Initial Term Estimated Value	\$12,200,000
Renewal Term (5 Years)	Water Utility Annual Operations	\$3,700,000
	Water Utility Community Investment Program	\$8,300,000
	Water Utility Emergency/Unforeseen Expenses	\$600,000
	Sub-Total, Water Utility	\$12,600,000
	Stormwater Utility Annual Operations	\$1,500,000
	Stormwater Utility Community Investment Program	\$1,100,000
	Stormwater Utility Emergency/Unforeseen Expenses	\$350,000
	Sub-Total, Stormwater Utility	\$2,950,000
	Total 5-Year Renewal Term Estimated Value	\$15,550,000

III. RESPONSIBILITIES OF SELECTED CONSULTANT

A. REQUESTS FOR PROPOSAL

The Consultant for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the Consultant on non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include meetings, data review, design and modeling, permitting assistance, preparation of drawings, cost estimates, technical specifications and contract documents, draft technical memorandums and reports, field inspections and related services and/or deliverables, where appropriate, to provide the project-specific engineering consulting, technical and field inspection services to support the Town's water and/or stormwater utilities. Consultant shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

B. WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the Consultant to commence the requested services through issuance of a memorandum, which will include a copy of the Consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, Consultant may proceed with providing the engineering consulting services to the Town for the project in accordance with the schedule included in the Consultant's proposal

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

C. REPORTING AND DELIVERABLES

Work authorizations that require or provide for deliverables shall be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Deliverables required in hard copy, such as design drawings, shall also be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized, professionally prepared, tabulate results, where applicable, offer written narrative and compare with project specifications / criteria, where appropriate. Reports and/or drawings requiring review and

approval by a licensed professional engineer shall be signed and sealed consistent with State of Florida requirements. Reports that include data obtained from field test and inspection activities shall include the associated field reports.

D. INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

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EXHIBIT B – PROJECT ORGANIZATION CHART

Vendor supplied organizational chart will be inserted upon contract execution.

[Insert Consultant's Organizational Chart]

Organizational Chart

The most important element in any project is the people selected to perform the work. In every case, Carollo assigns personnel to a project who possess specific experience related to that project and whose availability you can count on from the onset of the work through to successful completion. Developing and maintaining long-term, productive relationships is key to our business philosophy.

The success of your project depends on the qualifications and experience of your engineering team. **You need a team that will work seamlessly as an extension of Town staff.**



CLIENT SERVICE MANAGER

- Liz Fujikawa, PE, BCEE, LEED AP

TECHNICAL ADVISORS, QA/QC

- Bob Cushing, PhD, PE, BCEE
- Vinnie Hart, PE, ENV SP
- Suzanne Dombrowski, PE, ENV SP¹

PROJECT MANAGERS

- Liz Fujikawa, PE, BCEE, LEED AP
- Chris Reinbold, PE
- Dan Garcia, PE, ENV SP, LEED AP BD+C, PTOE

WATER TREATMENT

NANOFILTRATION/REVERSE OSMOSIS PROCESS

- Brandon Yallaly, PE

ION EXCHANGE

- Chris Reinbold, PE

WATER QUALITY AND REGULATORY

- Sandeep Sethi, PhD, PE

PFAS COMPLIANCE

- Eva Steinle-Darling, PhD, PE*

CHEMICAL STORAGE AND FEED

Tung Nguyen, PE, PMP

PLANNING, MODELING

Angelica Gregory, PhD, PE
Laura Baumberger, PE

WATER MAINS

- Scott Richards, PE

DISINFECTION/CHLORINATION

Erica Stone, PhD, PE

OPERATIONS

- Leo Pou

STORMWATER

DESIGN, PERMITTING, OPERATIONS

- Brent Whitfield, PE, ENV SP, F.FES¹
- Karen Liang, PE, CFM

PLANNING, MODELING

- Karen Liang, PE, CFM
- Gabe Retana, PE
- Yulyan Arias

SUPPORT DISCIPLINES

ELECTRICAL

- Mark Pellish, PE

MECHANICAL/PLUMBING

Chad Green, PE

STRUCTURAL

Joel Smason, PE

SCADA/I&C/PROCESS CONTROL

- Norm Anderson, PE
- Keith Dinnen, PE

SURVEY

C. Andre Rayman, PSM²

OPERATIONS AND MAINTENANCE

Steve Snell

ARCHITECTURE

Michele Hollenbaugh, RA*

LANDSCAPE ARCHITECTURE

Tanya McCormick, PLA, AICP¹

GRANTS PROPOSALS AND ADMINISTRATION

Emily Platt (Pre-grant)
Lisa Arroyo, PE (Post-grant)

CONSTRUCTION ADMINISTRATION AND MANAGEMENT

Doug Dumont, CCM

PERMITTING

Angelica Gregory, PhD, PE

FINANCIAL EVALUATION AND STUDIES

Felicia James PE*

LEGEND

- 1 - Chen Moore and Associates
2 - Engenuity Group

- - Core Team Member

- * Professional license in a state other than FL

EXHIBIT C – BASIS OF COMPENSATION AND FEE SCHEDULE

Consultant's Basis of Compensation and Fee Schedule will be inserted upon contract execution.

[Insert Consultant's Basis of Compensation and Fee Schedule]

Town of Jupiter
Carollo Engineers
Continuing Services Consultant Contract (WS2524)
Maximum Billing Rates--Year 2025

TITLE	2025 HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.2		(\$/HR)
Principal Professional	\$109.06		3.20		\$348.99
Senior Project Professional	\$85.69		3.20		\$274.21
Lead Project Professional	\$79.16		3.20		\$253.31
Project Professional	\$72.72		3.20		\$232.70
Professional	\$62.82		3.20		\$201.02
Assistant Professional II	\$46.99		3.20		\$150.37
Assistant Professional I	\$42.72		3.20		\$136.70
Senior Construction Manager	\$84.27		3.20		\$269.66
Operations Specialist	\$79.96		3.20		\$255.87
Construction Manager	\$69.95		3.20		\$223.84
Resident Engineer	\$60.63		3.20		\$194.02
Resident Inspector	\$57.69		3.20		\$184.61
CAD Specialist	\$87.77		3.20		\$280.86
CAD Discipline Lead	\$73.42		3.20		\$234.94
Senior CAD Designer	\$59.26		3.20		\$189.63
CAD Designer	\$56.30		3.20		\$180.16
Drafter Designer	\$36.97		3.20		\$118.30
Senior Administrative	\$38.72		3.20		\$123.90
Administrative Assistant	\$33.72		3.20		\$107.90

Notes:

1. \$16.00 per labor hour to be added for communications (telephone), computer, routine printing
2. Direct costs such as mileage, plan set printing, and delivery services will be billed at cost.

Town of Jupiter
Carollo Engineers
Continuing Services Consultant Contract (WS2524)
Minimum Billing Rates--Year 2025

TITLE	2025 HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MINIMUM BILLING RATE
			3.2		(\$/HR)
Principal Professional	\$88.04		3.20		\$281.73
Senior Project Professional	\$82.20		3.20		\$263.04
Lead Project Professional	\$73.04		3.20		\$233.73
Project Professional	\$72.72		3.20		\$232.70
Professional	\$47.03		3.20		\$150.50
Assistant Professional II	\$45.36		3.20		\$145.15
Assistant Professional I	\$37.93		3.20		\$121.38
Senior Construction Manager	\$79.00		3.20		\$252.80
Operations Specialist	\$70.00		3.20		\$224.00
Construction Manager	\$60.00		3.20		\$192.00
Resident Engineer	\$59.00		3.20		\$188.80
Resident Inspector	\$55.60		3.20		\$177.92
CAD Specialist	\$67.78		3.20		\$216.90
CAD Discipline Lead	\$53.72		3.20		\$171.90
Senior CAD Designer	\$56.30		3.20		\$180.16
CAD Designer	\$56.30		3.20		\$180.16
Drafter Designer	\$33.32		3.20		\$106.62
Senior Administrative Assistant	\$37.00		3.20		\$118.40
Administrative Assistant	\$30.00		3.20		\$96.00

Notes:

1. \$16.00 per labor hour to be added for communications (telephone), computer, routine printing
2. Direct costs such as mileage, plan set printing, and delivery services will be billed at cost.

Maximum Billing Rates

Project Title: Town of Jupiter – Professional Engineering Continuing Consultant Contract
 Consultant: Chen Moore and Associates

	MAXIMUM HOURLY RATE		MULTIPLIER		MAXIMUM BILLING RATE
TITLE	(\$/HR)	X	3.05	=	(\$/HR)
President	\$173.30		3.05		\$528.57
Principal	\$130.00		3.05		\$396.50
Principal Engineer	\$112.25		3.05		\$342.36
Senior Engineer	\$72.12		3.05		\$219.97
Project Engineer	\$62.90		3.05		\$191.85
Associate Engineer	\$44.71		3.05		\$136.37
Engineer	\$38.50		3.05		\$117.43
Principal Landscape Architect	\$74.35		3.05		\$226.77
Senior Landscape Architect	\$52.05		3.05		\$158.75
Project Landscape Architect	\$44.60		3.05		\$136.03
Associate Landscape Architect	\$38.50		3.05		\$117.43
Senior Landscape Designer	\$38.50		3.05		\$117.43
Landscape Designer	\$35.10		3.05		\$107.06
Principal Planner	\$76.80		3.05		\$234.24
Senior Planner	\$48.25		3.05		\$147.16
Project Planner	\$39.15		3.05		\$119.41
Associate Planner	\$28.85		3.05		\$87.99
Urban Designer	\$28.85		3.05		\$87.99
Senior Project Manager	\$82.95		3.05		\$253.00
Senior Environmental Scientist	\$51.05		3.05		\$155.70
Project Environmental Scientist	\$37.50		3.05		\$114.38
Senior Designer	\$62.50		3.05		\$190.63
Designer	\$37.50		3.05		\$114.38
Senior Technician	\$30.30		3.05		\$92.42
Technician	\$27.80		3.05		\$84.79
Senior Construction Specialist	\$47.40		3.05		\$144.57
Construction Specialist	\$40.00		3.05		\$122.00
Administrative Staff	\$40.87		3.05		\$124.65
Intern	\$20.00		3.05		\$61.00

Multiplier of 3.05 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (143.46%)

FRINGE = HOURLY RATE x FRINGE (34.16%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN
 (10.00%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

Minimum Billing Rates

Project Title: Town of Jupiter – Professional Engineering Continuing Consultant Contract
 Consultant: Chen Moore and Associates

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.05		(\$/HR)
President	\$168.25		3.05		\$513.16
Principal	\$96.25		3.05		\$293.56
Principal Engineer	\$66.75		3.05		\$203.59
Senior Engineer	\$50.45		3.05		\$153.87
Project Engineer	\$40.90		3.05		\$124.75
Associate Engineer	\$37.20		3.05		\$113.46
Engineer	\$31.25		3.05		\$95.31
Principal Landscape Architect	\$50.50		3.05		\$154.03
Senior Landscape Architect	\$40.00		3.05		\$122.00
Project Landscape Architect	\$30.05		3.05		\$91.65
Associate Landscape Architect	\$35.00		3.05		\$106.75
Senior Landscape Designer	\$35.11		3.05		\$107.09
Landscape Designer	\$25.00		3.05		\$76.25
Principal Planner	\$74.52		3.05		\$227.29
Senior Planner	\$38.00		3.05		\$115.90
Project Planner	\$28.00		3.05		\$85.40
Associate Planner	\$25.00		3.05		\$76.25
Urban Designer	\$25.00		3.05		\$76.25
Senior Project Manager	\$62.89		3.05		\$191.81
Senior Environmental Scientist	\$49.55		3.05		\$151.13
Project Environmental Scientist	\$30.00		3.05		\$91.50
Senior Designer	\$40.95		3.05		\$124.90
Designer	\$35.00		3.05		\$106.75
Senior Technician	\$33.75		3.05		\$102.94
Technician	\$24.15		3.05		\$73.66
Senior Construction Specialist	\$40.20		3.05		\$122.61
Construction Specialist	\$31.20		3.05		\$95.16
Administrative Staff	\$18.00		3.05		\$54.90
Intern	\$18.00		3.05		\$54.90

Multiplier of 3.05 is calculated as follows:

OVERHEAD = HOURLY RATE x OVERHEAD (143.46%)

FRINGE = HOURLY RATE x FRINGE (34.16%)

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) x OPERATING MARGIN
 (10.00%)

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

EXHIBIT D – INSURANCE REQUIREMENTS
(REVISED BY ADDENDUM 1 & CONTRACT NEGOTIATIONS)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the Proposer 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 Proposer and all subcontractors.

COMMERCIAL GENERAL LIABILITY - with the minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate, 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.

BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000, 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.

PROFESSIONAL LIABILITY with minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 Aggregate.

The Town shall be included as an Additional 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 successful Proposer(s) to ensure that all sub-consultant(s) are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work activities. The Town may at its discretion, require the successful Proposer(s) to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Commercial General Liability policy must include an endorsement covering same, including installation and transit.

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

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above-described general liability and auto liability insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town is named as an additional named insured shall not apply to Town.

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the successful Proposer(s), and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the successful Proposer(s) shall thereupon cease and terminate.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The Town, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's general and auto liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, save, hold harmless and defend the Town of Jupiter and any other Named Insured person(s) or entity(s), their respective officers, agents, and employees, from damages, losses, liabilities, costs, claims, suits, actions, expenditures, or causes of action of any kind arising from the services authorized in this contract and to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual general and auto liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

[Attach Copy of Consultant's Certificate of Insurance]

TOWN OF JUPITER
Supporting the Loxa-Lucie Headwaters Initiative



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 41-25: Endorsing a Letter of Support for the Loxa-Lucie Headwaters Initiative

EXECUTIVE SUMMARY

Resolution No. 41-25 provides the Town of Jupiter's support for the Loxa-Lucie Headwaters Conservation Initiative through a letter of support from the Mayor and members of the Town Council endorsing the Initiative.

This grassroots initiative aims to restore the natural hydrology of lands adjoining the Loxahatchee River and the St. Lucie River, while preserving nearly 70,000 acres of land to protect endangered plant and wildlife species. The Initiative will establish a protected ecological corridor, ensuring the long-term health and sustainability of these critical ecosystems.

Spearheaded by the Guardians of Martin County, The Conservation Fund, and the Treasured Lands Foundation, the Loxa-Lucie Headwaters Conservation Initiative is actively raising funds for land acquisitions and conservation projects. The support of local governmental and non-governmental organizations highlights the regional importance of this effort. By adopting this resolution, the Town of Jupiter will officially endorse the Initiative's goals and future projects related to water quality and land preservation for the benefit of the Loxahatchee and St. Lucie Rivers.

ANALYSIS

The Town of Jupiter's support for the Loxa-Lucie Headwaters Conservation Initiative, through Resolution 41-25, reflects the Town's commitment to environmental conservation, including restoration and protection of the Loxahatchee and St. Lucie River watersheds. By endorsing this initiative, the Town will help preserve nearly 70,000 acres of critical land, ensuring the restoration of vital ecosystems. This will provide long-term benefits, including a cleaner, safer, and more prosperous community for current and future generations. The Town's endorsement will strengthen efforts to protect endangered species and safeguard natural resources for residents and visitors alike. Upon signature by the Mayor, both the letter and resolution will be provided to the Loxa-Lucie Headwaters Conservation Initiative.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 41-25
2. Letter of Support

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us or 561-741-2469.

RESOLUTION NO. 41-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, ADOPTING AND ENDORSING A LETTER OF SUPPORT FOR THE LOXA-LUCIE HEADWATERS INITIATIVE CREATED FOR THE PURPOSE OF RESTORING NATURAL HYDROLOGY OF LANDS ADJOINING THE LOXAHATCHEE AND ST. LUCIE RIVERS WHILE CONSERVING THOUSANDS OF ACRES OF LAND FOR THE PRESERVATION OF ENDANGERED PLANTS AND WILDLIFE THEREUPON; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Loxa-Lucie Headwaters Initiative (the Initiative) was recently established by a coalition of area residents and grass-roots organizations dedicated to the conservation of lands between the Loxahatchee and St. Lucie Rivers for the purpose of restoration and preservation; and

WHEREAS, the Initiative has as its foremost goal, the institution of a protected ecological corridor that will connect the sources of the Loxahatchee and St. Lucie Rivers while restoring natural hydrology and preserving a land mass of nearly 70,000 acres for the protection of endangered plants and wildlife; and

WHEREAS, the Initiative is sponsored by The Guardians of Martin County, The Conservation Fund, and the Treasured Lands Foundation who are actively fundraising projects; and

WHEREAS, the Initiative is acquiring and restoring parcels that help address hydrologic issues including saltwater intrusion, groundwater recharge and regional flooding in the Loxahatchee and St. Lucie River watersheds; and

WHEREAS, the Town of Jupiter has, for decades, committed substantial financial and in-kind investments to the conservation, restoration, and preservation of local lands and waterways; and

WHEREAS, the Town Council is pleased to join other governmental and non-governmental organizations in support of this grassroots initiative.

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

Section 1. The foregoing precatory language is adopted as if set forth below.

Section 2. The Town of Jupiter, Florida and Town Council hereby adopt this resolution and endorse a letter of support for the Loxa-Lucie Headwaters Initiative as contemplated herein.

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

4/1/2025



April 1, 2025

Loxa-Lucie Headwaters Initiative
PO Box 787
Hobe Sound, FL 33475

RE: Loxa-Lucie Headwaters Conservation Initiative

To Members of the Steering Committee and Whom it May Concern,

JIM KURETSKI
MAYOR

The Town Council of the Town of Jupiter is pleased to provide this letter and enclosed resolution of support for the Loxa-Lucie Headwaters Conservation Initiative. The Initiative's goal of establishing a protected ecological corridor and connecting the sources of the Loxahatchee and St. Lucie Rivers by the conservation and preservation of nearly 70,000 acres of land is a worthy endeavor. The benefits of the Initiative will complement the consistent efforts of the Town and other local organizations who support the restoration of the Loxahatchee River and its tributaries.

MALISE SUNDSTROM
VICE MAYOR

RON DELANEY
COUNCILOR

The Town of Jupiter is committed to protecting the Loxahatchee River and surrounding environment in the form of conservation, restoration, and preservation projects that improve water quality while mitigating future harm. The grass-roots efforts reflected by the work of the Initiative through acquiring and restoring parcels that help address hydrologic issues, such as groundwater discharge, contribute to the future of the Loxahatchee River and surrounding water sources. With the aid and support of The Guardians of Martin County, The Conservation Fund, and the Treasured Lands Foundation, the Town believes the Initiative will enhance conservation efforts of surrounding communities.

ANDY FORE
COUNCILOR

The hydrologic and ecological restoration of acquired lands proposed by the Initiative will ensure that future generations of coastal residents and visitors alike will share in the benefits of a cleaner, safer, and more prosperous community and environment. For these reasons and many more, the Town of Jupiter is pleased to endorse the Loxa-Lucie Headwaters Initiative in its efforts and endeavors to preserve and protect the Loxahatchee River.

FRANK KITZEROW
TOWN MANAGER

Sincerely,

Jim Kuretski
Mayor

TOWN OF JUPITER

Approval of Three (3) year GIS Small Government Enterprise Agreement (SGEA) for \$180,900 with Environmental Systems Research Institute (ESRI)



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approval of a three (3) year GIS Small Government Enterprise Agreement (SGEA) to Environmental Systems Research Institute (ESRI) in the amount of \$180,900.

EXECUTIVE SUMMARY

Approving a three (3) year Small Government Enterprise Agreement (SGEA) for Geographic Information System (GIS) software with Environmental Systems Research Institute (ESRI) for maintenance and support in the amount of \$180,900.00.

ESRI GIS is a foundational component for many Town business processes regarding land management, customer accounts, permits, natural resources, post-disaster damage assessment, police and fire data, and work order tracking. This software platform provides mapping, data analysis, spatial analysis, and geo-locating functions and services the Town and its partners use to conduct business daily.

To facilitate better integration of GIS services and efficiencies for our residents and business customers, ESRI offers a Small Municipal and County Government Enterprise Agreement (SGEA). The Town of Jupiter qualifies for renewal of the SGEA offered by ESRI in the amount of \$180,900.00 for a three (3) year term payable at \$60,300.00 per year.

The GIS division of the Information Systems department has been using ESRI software for more than twenty (20) years and has leveraged GIS technology to support all town departments, residents, and businesses. Continued use of the GIS software and tools provided by ESRI will allow for continued sharing of data, delivery of services and future development, further leveraging the Town's investment to benefit our residents, businesses, staff and strategic partners.

ANALYSIS

Approved for renewal previously by the Town Council on April 5, 2022, staff recommends approval of a new three (3) year Small Municipal and County Government Enterprise Agreement with ESRI with an annual payment of \$60,300.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. ESRI Quote # Q-537855_ADA
2. Small Municipal and County Government Enterprise Agreement_ADA

FUNDING SOURCE

Approved in Budget	\$180,900 (\$60,300 per year)	Sources:40050033-554000 \$20,100 FY25 - FY27 Sources:45040024-554000 \$20,100 FY25 - FY27 Sources:00125313-554000 \$20,100 FY25 - FY27
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For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.

Attachment 1. ESRI Quote #Q-537855



esri

THE
SCIENCE
OF
WHERE™

February 12, 2025

Thomas Gates
Town of Jupiter
210 Military Trl
Jupiter, FL 33458-5786

Dear Thomas,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Wendy McGuire | Account Manager
Esri | Charlotte, NC 28277 | USA
T 704 541 9810 X8657 | wmcguire@esri.com
THE SCIENCE OF WHERE ®



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/6/2025 To: 5/7/2025*

Quotation # Q-537855

Date: February 6, 2025

Customer # 144673 Contract #

Town of Jupiter
IS Dept
210 Military Trl
Jupiter, FL 33458-5786

ATTENTION: Thomas Gates
PHONE: 5617412361
EMAIL: thomasg@jupiter.fl.us

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
168179	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
168179	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
Subtotal:				\$180,900.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$180,900.00

Upon acceptance of the offer, the Town of Jupiter agrees to commit to the three-year term. Esri will invoice the Town of Jupiter for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Wendy McGuire

Email:
wmcguire@esri.com

Phone:
704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Attachment 2. Small Municipal and County Government Enterprise Agreement

Esri Use Only.

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing User Type Extension (Enterprise)
50 ArcGIS Location Sharing User Type Extension (Online)
12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

TOWN OF JUPITER
Federal Forfeiture Funds - Key Management System



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Michael Barbera, Chief of Police
SUBJECT	Federal Forfeiture Funds – Key Management System

EXECUTIVE SUMMARY

Staff recommends Town Council approve the use of federal forfeiture funds in the amount of \$26,696 to purchase a key management system. This key management system will be utilized by the Police Department's fleet division.

The purchase of this key management system is essential for enhancing operational efficiency, improving security, and ensuring accountability in the management of the police department's keys. The system will be stored in the fleet closet and will streamline key tracking, reduce the risk of unauthorized access, and improve the overall management of department assets.

This key management system is a stainless steel cabinet that can hold 360 keys and is accessed by RFID. It is 37" W x72" H x7" D and weighs 265lbs. Currently, the police department has 271 keys that need to be secured and accounted for. These keys are for the various fleet vehicles, spare keys, and other miscellaneous keys for the building and facilities located around the Town of Jupiter. This key cabinet has been allocated to have 280 locked slots to manage access.

This cabinet includes software that tracks users who access the cabinet. It also allows for grouping to manage what employees have access to which set of keys. There is also a camera on the exterior that photographs the user while they are accessing the cabinet for extra accountability.

The funding for this purchase will come from the department's forfeiture funds, which are designated for the procurement of equipment and technology that enhances public safety and operational effectiveness. This purchase aligns with the department's goals of increasing safety, efficiency, and accountability in managing critical resources.

ANALYSIS

After a competitive bidding process on DemandStar, the most competitive quote of \$26,696.00 was provided by ECOS Systems, a reputable company offering a system that meets the department's needs in terms of security and functionality. Four other quotes were received for this purchase that were similar. 1Micro offered a drawer system for \$12,090.95. However, this system did not meet the department's requirements due to the size constraints of the fleet closet, making it an unsuitable option for the available space. Assa Abloy provided a quote of \$31,147.85 for a 288 key cabinet. Advantech provided a quote of \$52,684.70. Technology Partners Group LLC provided a quote of \$56,034.99.

After careful consideration of all available options, the ECOS Systems Key Management System was determined to be the best fit for the department's needs at the most reasonable cost. Ecos systems is the staff recommendation. All written quotes are attached to this summary.

STRATEGIC PRIORITY

- Safety
- Organizational Excellence

ATTACHMENTS

1. Ecos Systems quote
2. 1Micro quote
3. Technology Partners Group LLC quote
4. Advantech inc quote
5. Assa Abloy quote

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$26,696.00

Sources:
Sources: Federal Forfeiture
Fund

For more information or copies of the attachments, please contact Sergeant Jason Alexandre at 1114@jupiter.fl.us.



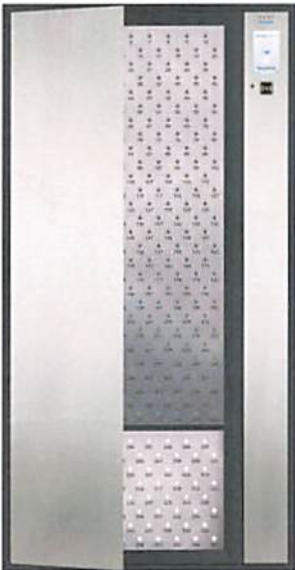
ecos systems Inc. - 625 E Twiggs Street, Tampa FL 33602

Jupiter Police Department
Jason Alexandre
Jupiter Municipal Building
Jupiter, Florida 33458
United States

Proposal No. 2399 (1)
Proposal Date Feb 26, 2025

Your contact Perugini, Carl
Customer No.

Proposal No. 2399 (1)



360 with 280 locking

Item No.	Description	Qty	Unit	Unit Price	Discount	Total
1	ecos systems 360 key cabinet with 280 active locking slots					\$ 23,096.00
	*Includes The Florida Police Chiefs Association (FPCA) Discount					
	**The key cabinet can expand by 80 key slots on demand using a software license without requiring any additional system hardware.					



ISO 9001
Quality management

ISO 27001
Information security

ISO 14001
Environmental management

Item No.	Description	Qty	Unit	Unit Price	Discount	Total
109.000.211	ecos key 360 One-piece compact steel housing as stand system with stainless steel panel, stainless steel door with internal hinges for up to 360 access media, such as keys and RFID cards; Visual indication during emergency operation (red) and communication (blue-pulsating); Emergency opening of the door and release of the access media by means of an emergency key without tools; Available interior: ~4 inches deep W x H x D: ca. 37.8 x 72.4 x 7.1 inches Weight: ~265lbs	1.00	piece(s)	\$ 5,600.00	20.00 %	\$ 4,480.00
330.000.021	locked slot includes ID-plug stainless steel Optical signaling of the slot with a blue LED Proven locking technique for securing the plugs and distribution depending on user rights	280.00	piece(s)	\$ 70.00	20.00 %	\$ 15,680.00
110.800.001	ecos control unit 7" Graphical representation of available keys with full feature functionality Easy key release by simply touching the electronic key panel or using the integrated search function Capacitive 7-inch touchdisplay with multi-touch functionality 2 GHz processor 2 GB RAM Memory 1 LAN Ethernet connection 100 - 240 Volt power connection	1.00	piece(s)	\$ 1,900.00	20.00 %	\$ 1,520.00
330.029.001	ecos RFID-reader (HF) Supports HF 13,56 MHz and the communication protocols Mifare, I-Code, HID, Legic	1.00	piece(s)	\$ 450.00	20.00 %	\$ 360.00
330.032.001	ecos QR-scanner (camera) Camera integrated in the control panel door;	1.00	piece(s)	\$ 340.00	20.00 %	\$ 272.00
400.316.001	ecos ring flexible 3 cm not numbered, reusable or single-use with crimping tool	280.00	piece(s)	\$ 3.50	20.00 %	\$ 784.00
2	Software as a Service (Two Years of ecosCare / ecos Access)					\$ 1,460.00

Item No.	Description	Qty	Unit	Unit Price	Discount	Total
507.025.001	ecos care includes: - ecos web software webman III with ecos app - ecos system software - ecos alarm - audio communication also communication with ecos app - software updates & upgrades - LTE-Modem with SIM card (Standard) - data connection - remote software-installation - maintenance via remote access - telephone-support (Mo.-Fr. 8.00 to 7.00 o'clock) - 20% discount for spare parts Please note that sufficient mobile phone reception is required for ecos care. The permanent reception of at least 2 bars must be checked and ensured by the customer. The minimum term of ecos care is 1 year. Ecos care can be terminated in written 3 months before the end of the term, otherwise it is automatically extended for another year.	2.00	year	\$ 440.00	0.00 %	\$ 880.00
507.121.001	ecos access following software modules are included: - activation and expiration times - access times for user and objects - advanced access functions with remote function - multi-factor and multi-user authentication - advanced authorization concept - advanced user and object management - advanced system settings - system groups - reservations for rooms and workstations - media gallery for photos of users (additional camera required) - plug-in for MS Outlook - video communication (incl. camera, 1 GB)	2.00	year	\$ 290.00	0.00 %	\$ 580.00
3	Software Instruction and Training					\$ 490.00
500.040.001	software instruction and training Software installation as well as instruction and training of the personnel. (max. 4h)	1.00	piece(s)	\$ 490.00		\$ 490.00
4	Shipping & Handling					\$ 1,650.00
510.360.001	packing costs key180-360 Outside Dimensions: 115 x 47 x 203 (WxHxD) Tare: 8kg	1.00	piece(s)	\$ 250.00		\$ 250.00
100.000.360	shipping costs key360	1.00		\$ 1,400.00		\$ 1,400.00
Applicable sales/use tax will be charged at time of invoicing unless a valid tax exempt/resale certificate is on file				Sub-Total:		\$ 26,696.00
				Sales Tax: 0%		\$ 0.00
				Total Amount:		\$ 26,696.00

Terms & Conditions:

- Payment Terms: 50% deposit, 50% upon delivery
- Payment Due Date: 30 days.
- 2 year warranty from delivery.
- Proposal valid for a period of 30 days.
- Offer subject to change.
- The illustrations are not contractual.
- Adaptation subject to technical feasibility.
- The goods remain our property until full payment of the price.
- ETF, ACH or WIRE payments are PREFERRED method.
- If checks must be used, please send to 625 E Twiggs St, Suite 1000, Tampa, FL 33602
- All proposals do not include ethernet or power cabling to the installation location of the cabinet.
- Our terms & conditions are deemed to be applied.

Delivery Terms: (at reception of down payment)

- For key management systems up to size M: ~ 3 to 6 weeks
- For key management systems up to size L: ~ 6 to 8 weeks
- For electronic locker management systems: ~ 12 to 16 weeks
- For adaptation: additionally 24 weeks



1Micro	Date	Estimate #
1400 Mill Lane Waconia MN, 55387 952-448-7000 1micro.com	2/12/2025	23862



Bill To	Ship To
Jupiter Police Department 210 Military Trail Jupiter FL 33458 United States	Jupiter Police Department 210 Military Trail Jupiter FL 33458 United States

Expires	Sales Rep	Expected Ship Date	Shipping Method
3/14/2025	EMPL0000096 John T Denhartog	3/15/2025	1Micro Delivery

Item	Description	Quantity	Rate	Amount
AS6560-0300 iSafe Pro 6.0 - 3 Drawer Base System	includes: Qty. 1 ST1500-5501 20" Touchscreen System Qty. 1 TK1100-3600 P-Touch Keytag Label Printing System Qty. 1 ST15000-4550 Brio 4K Security Video Camera Qty. 3 AS6560-2000 100 Key Capacity, 100 Keytags	1	\$16,499.00	\$16,499.00
TR1000-2000 One-Time Remote Training	Development KeyMaster Account Set Up Development KeyMaster Data Set Up Development Asset Data Import Development User Import (If Requested) Scheduled Remote Setup and Training Session	1	\$750.00	\$750.00
AA1000-4002 Starter Access Package	Starter Access Package Includes: iSafe Cloud Access 24/7 Cloud-Based Reporting Automatic J.D. Power VIN Decoding Software Updates Month to Month Invoicing	11	\$85.00	\$935.00

300 Keys 1 Year Paid Up Front	Subtotal	\$18,184.00
	Shipping	\$806.55
	Freedom Discount	(\$6,899.60)
	Tax	\$0.00
	Total	\$12,090.95

REMOTE INSTALLATION UNLESS OTHERWISE NOTED. Physical Dimensions (iSafe Pro): W 20" x D 28" x H 65" 600lbs. (iSafe SOLO & Lite): W 27" x D 5" x H 15-59") 44-210 lbs. Electrical Power: 1 Duplex 115v Outlet 15A. Minimum speeds upload & download 128kps min. **iSafe Order Terms: 50% deposit down for order processing, 50% due 14 calendar days prior to shipment.** © 2024 1Micro. All rights reserved.



TECHNOLOGY PARTNERS GROUP LLC

Gate Automation - Access Control - Electrical Contracting

1121 East Commercial Blvd Unit 33
Fort Lauderdale, FL, 33334

ESTIMATE#**PRO5162**
DATE 02-12-2025

(954) 353-3907
Support@technologypartners.group

CUSTOMER

Town of Jupiter
Jason Alexandre

LOCATION

Town of Jupiter

DETAILS

Proposal for Key Management System. Bid No. QR-JPD0205JA-0-2025/JA.

Description	Selling Price	Quantity	Total
Key Management System Pro L-Series cabinet with 300 positions (15 double-density strips), card reader for access, cable seals, and number tags to TrakaWEB Pro software TW Pro - 1-24 systems - 1 year support, and Traka professional services, covering project management, commissioning, installation, and training on the hardware and the software.	56,034.99 \$	1.00	56,034.99 \$
Tax	0.00 \$	1.00	0.00 \$
		Total	56,034.99 \$



Jupiter Police Department - KeyConductor

Town of Jupiter

210 Military Trail
Jupiter, FL 33458
United States

Jason Alexandre

1114@jupiter.fl.us
+15617412407

Reference: 20250210-155159683

Quote created: February 10, 2025

Quote expires: May 11, 2025

Quote created by: Patrick Schneider

"Program Manager"

pdschneider@advantech-inc.com

+14108970907

Comments from Patrick Schneider

Advantech is happy to supply this quote for your KeyConductor system. If you have any questions or would like to make any changes, please reach out to your quote POC.

Products & Services

Item & Description	Quantity	Unit Price	Total
KeyConductor Touch 180/180 KeyConductor System, Touch Screen, 15 Blades (180 key positions), UPS Included	1	\$20,408.07	\$20,408.07
KeyConductor Touch 180/132 KeyConductor System, Touch Screen, 11 Blades (132 key positions, expandable to 180), UPS Included	1	\$16,969.36	\$16,969.36
Omega-Hasp Type KeyCop - White KeyCop Omega hasp, reusable, white	325	\$15.95	\$5,183.75
ID Card Reader (V4 Systems) HF/LF enrollment Duoreader to read existing access control cards (USB connection)	2	\$875.12	\$1,750.24

Item & Description	Quantity	Unit Price	Total
ID Card System Integration Integration services for existing customer ID Card/Badge systems	1	\$750.00	\$750.00
On-site Installation - 1st cabinet Installation (1st Cabinet)	1	\$1,620.00	\$1,620.00
On-site Installation - additional cabinets Installation of additional cabinets when combined with initial cabinet installation	1	\$200.00	\$200.00
On-site Training On-site training for personnel and super-users (in conjunction with On-site Installation)	1	\$450.00	\$450.00
Cloud Services Setup Initial Cloud Environment Setup for the customer site, data-base, and initial customer data load	1	\$400.00	\$400.00
Heavy Item Shipping Heavy Item Shipping (for 108-Key and 180-Key Cabinets)	1	\$1,800.00	\$1,800.00
AdvanTech Cloud Hosting Cloud Hosting on the AdvanTech Cloud in Annapolis, MD - Base agreement for max 3 cabinets	1	\$840.00 /year	\$840.00 /year for 1 year
Annual License - Cloud Based - Base Cabinet License fee Webmanager cloud based - annually - 1st cabinet (excl. cloud cost)	1	\$1,258.68 /year	\$1,258.68 /year for 1 year
Annual License - Cloud Based - Additional Cabinet License fee Webmanager cloud based - annually - per addnl cabinet (excl. cloud cost)	1	\$214.60 /year	\$214.60 /year for 1 year
Annual Support Services - First 3 Cabinets Hardware and Software Support for up to 3 cabinets - Support is billed at \$85/hr without this purchase	1	\$840.00 /year	\$840.00 /year for 1 year

Annual subtotal	\$3,153.28
One-time subtotal	\$49,531.42
Total	\$52,684.70

Purchase terms

1. Current Estimated Lead Time for Systems is 6-8 weeks, accessories and licenses will be quicker.
2. Annual costs are subject to change unless stipulated by written agreement.
3. Hardware will be invoiced at date of delivery and will be due NET30.
4. All remaining costs will be invoiced at date of implementation completion and are due NET30.
5. AdvanTech offers financing opportunities through our partner TAMCO, reach out to your quote POC for more information.
6. If you request to pay by credit card, there will be a 3.5% processing fee added to the transaction.
7. All terms and conditions can be found at www.advantech-inc.com/terms-and-conditions

Signature

Signature

Date

Printed name

Questions? Contact me



Patrick Schneider
"Program Manager"
pdschneider@advantech-inc.com
+14108970907

AdvanTech, Inc
2661 Riva Rd
Suite 1050
Annapolis, Maryland 21401
United States



Quote reference: Q-48683

Prepared for:
Angela Dean
Town of Jupiter Police Department
1160@jupiter.fl.us

Prepared by:
Marty Smith
Account Executive
marty.smith@assaabloy.com

Date Prepared:
2/14/2025

Corporate Headquarters
5679 Harrisburg Industrial Park Dr, Harrisburg, NC 28075
704-455-9400
www.keypersystems.com

KEYper® MX & MXi Electronic Key System Specifications

I. PURPOSE & SOFTWARE

The purpose of the KEYper® Systems Key Management System(s) is to provide a 24/7 electronic audit of key use by employees. Proprietary software tracks every transaction by authorized users and denies access to unauthorized users.

- Windows® 10 IOT operating system, Web-based key management software to secure facility keys and track key usage.
- Software provides full transaction audit trail with the ability to filter reports to show:

- 1 User History
- 2 Asset/Key History
- 3 Asset/Keys Out by Days
- 4 Unauthorized Asset/Key Removal
- 5 Daily Transaction Recap
- 6 Time Limit for Keys Out

- Custom User Access Groups controls user access by time, date, and number of keys allowed.
- Any unauthorized removal of key triggers an alert via immediate reporting via email showing the User as well as the time and date of the action.
- Employees may use a PIN number, biometric fingerprint scan, prox card, swipe card, or KEYper® SturdiFob to access the system.
- Reports may be viewed at the kiosk cabinet or on the web and can be scheduled to be emailed to multiple designees.
- Cabinet constructed of 16-gauge steel with powder coat finish.

II. HARDWARE

- Electrical requirements: universal 100-240 VAC, 60/50 Hz, single phase; NEMA standard plug, UL or IEC approved.
- Built-in System Controller with capacitive touch screen display and Intel NUC PC (*optional PC upgrade includes physical TPM security module).
- Optional UPS (uninterrupted power supply), 450VA, 120 VAC.
- Biometric Fingerprint Reader built into key cabinet; Magnetic Swipe or Proximity Card Reader may be substituted.
- Desktop Fob Reader (optional in-cabinet fob reader).
- RJ45 cable for cabinet-to-cabinet connection (if multiple cabinets).
- Optional Key Cabinet stand or wall mount.
- Networking across multiple systems available.
- Administration functions performed via web application to add and delete user's, keys, key data, set user profiles and all other administrative roles.

III. TECH SERVICE & LIMITED WARRANTY

One (1) Full Year of Hardware and Software support via phone and/or eBLVD Remote Access software, with **twelve (12)** month limited hardware warranty against manufacturer's defects. Please refer to Limited Warranty & Support Agreement page for additional terms and conditions.

IV. KEY CABINET CAPACITY SIZES AND DIMENSIONS FOR WALL-MOUNTED CABINETS (approximate values):

		<u>H x W x D</u>
• MKE32/56	65lbs	14.75"x27"x11.5"
• MKE32/64/96/128	120lbs	25"x27"x11.5"
• MKE160/192/224/256/288	180lbs	49"x27"x11.5"

Networked Systems

Definition

Networked systems are defined as **two (2)** or more KEYper® Systems Key Management Systems sharing the same database and connected to one another through a customer's internal/on-premise network or the KEYper® cloud environment. Networking allows the customer to do the following:

- View key inventory among all systems on the network
- Manage keys, users, access and inventory across systems on the network
- View reports of all systems on the network (global reporting)

Important Notes

- **If more than four (4) KEYper® Systems Key Management Systems are to be networked together without the use of the KEYper® cloud environment, an external server is required.**
- Connectivity to the server is required for client systems to function.
- KEYper® Systems Key Management Systems will communicate across subnets and a VPN, but may require configuration changes on the Customer's network by the Customer's IT department.

Administration with Networking

Administration functions, including setting up user profiles, keys, access and report generation is all done through the Elite Web Admin application which can be accessed via any web browser. If using the KEYper® cloud environment, an internet connection is required. If using an internal/on-premise network, then the computer being used to access the Elite Web Admin application requires access to the network the key system(s) reside on.

It is the Customer's responsibility to complete the Site Preparation Agreement, which outlines the necessary infrastructure required (power, data, facilities, personnel, etc.) to facilitate the implementation of our product, then return it to the KEYper® Customer Care Team.

Installation Process for KEYper® Systems Key Management System

To ensure complete satisfaction of your KEYper® Systems Key Management System, our Customer Support team will contact you via email with tracking information, and to arrange an installation and/or training appointment when your system is ready to ship. Training can be completed on-site as well as online.

The following checklist represents the items the Customer must complete prior to scheduling the installation appointment:

- Must complete Site Preparation Agreement prior to scheduling of installation of KEYper® Systems Key Management System.
- Provide KEYper® Systems Tech Department with needed IP addresses, server information and email addresses to set up email reports and data connection.
- Make a suitable location available for Key Management System to reside so that all users may have unimpeded access to the key system, including cabinet door to swing open to the right of cabinet (right hand reverse).
- Will have wall mount installed on the wall *prior* to arrival of the KEYper® Installer and *assume responsibility* for the proper installation of wall mount*
- Will provide a minimum of **two (2)** Key System Administrators for training at time of scheduled installation.
- Will provide and ensure viability of power and internet connection at site of Key Management System prior to install.
- For all Key Management Systems, for installation, Customer must provide an area indoors and not exposed to outside elements.

*Customer assumes all responsibility for the proper installation of the wall mount and waives and hereby releases KEYper® Systems from any and all property or personal injury claims that are brought by any employee of Customer or any third-party related, in any fashion, to the installation of the wall mount.

KEYper® Systems Installation Responsibilities:

- Mount KEYper® Systems Key Management System in location designated by the Customer (assuming location allows proper operation of the Key Management System).
- Will configure email notifications with Customer's email addresses and SMTP server information.
- Will set up **ten (10)** keys in the KEY DATA file during training for the Key System Administrators - *(Customer may purchase Key Setup prior to installation for full key setup.)*
- Will complete the Training Acknowledgement document with the **two (2)** Key System Administrators at completion of training to acknowledge their understanding of the features, functions and operation of the KEYper® Systems Key Management System
- Remainder of keys shall be entered into Key Data file by the **two (2)** Key System Administrators as part of their training and understanding of the Key Management System functions.
- If Customer purchases Key Data Setup prior to installation, KEYper® must receive the Key Data file in a .CSV format to be input prior to shipment.



Limited Warranty & Support Agreement

KEYper® Systems believes in the quality of its products and warrants that they will be free from manufacturing defects, as more fully defined herein, for a period of **twelve (12)** months from the date of installation. The sole remedy for this Limited Warranty is replacement of the defective part(s), product, or software, at the discretion of KEYper® Systems. For the first **ninety (90)** days from the date of installation, KEYper® Systems will provide onsite warranty support at no cost to the Customer. After the initial **ninety (90)** day period, onsite technical support will be subject to additional charges or fees. This Limited Warranty only covers products purchased from and installed by KEYper® Systems and excludes any claim related to improper use, lack of proper maintenance, use of unauthorized replacement parts, installation by any party other than KEYper® Systems, and ACTS OF GOD. All express warranties, including this Limited Warranty, become null and void if the Customer or a third party installs or places the products outdoors in a way that exposes them to the elements. After the conclusion of the **one (1)** year warranty period, the Customer can purchase a warranty extension as outlined below.

THE LIMITED WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REPLACEMENT OF ANY FAILED PART OR SOFTWARE IS THE SOLE REMEDY UNDER THIS LIMITED WARRANTY, AND ALL OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES ARE HEREBY WAIVED

System Hardware. Customer acknowledges and assumes responsibility to replace hardware should System Upgrade warrant updating hardware in compliance with system requirements for new upgraded software.

Extended Warranty & Support Options

KEYper® Systems Resource Library

Included with purchase of Key Management System.

- Access to our company website resources:
 - User Guide and Documentation
 - How-To Videos
 - Software Release Notes
 - Client Information Portal
 - API References
 - Online Store Access

Standard Support Package (Included in KEYper® Systems SaaS)

- Includes all Website Support Options
- 24-Hour Telephone & Remote Support
 - Connection to a Live Customer Care Representative
 - Business Hours - Technical Support
 - 8:00am-5:00pm EST, Monday - Friday
 - After Hours
 - 5:00pm-10:00pm EST, Monday - Friday
 - 8:00am-10:00pm EST, Saturday & Sunday
 - Automated Priority Forwarding Service
 - 10:00pm-8:00am EST, Monday - Sunday
- All Applicable Software Updates and Upgrades
- Process Consultancy Services
 - Experts advice on system locations, capacity, geographical or process overlays and a host of environmental factors that will affect the way you can effectively manage your keys.

Premier Plus Warranty & Support Package

Includes all in the Standard Support Package plus:

- Warranty Coverage for all KEYper® Systems Hardware
- Two dedicated, one-on-one Online Training Sessions with our Installation and Training Support Team
- Outbound and Inbound Express Shipping and Handling Charges

Restrictions & Limitations

- A warranty reactivation fee of \$250 will be applied to any renewal if the warranty has been expired over **ninety (90)** days.
- Does not include onsite visit costs.
- Does not include costs incurred from 3rd party DMS providers.
- Does not include hardware upgrades.
- Does not include Apple iPads
- Defective parts must be returned for evaluation

Solution Summary

QTY	ITEM NUMBER	DESCRIPTION	MSRP	UNIT PRICE	TOTAL PRICE
1.00	MKE288IC	MXi 288 Complete	\$30,728.19	\$27,655.37	\$27,655.37
1.00	AAX010	Large Wallboard Large Wallboard for MX/MXi Electronic System	\$219.40	\$219.40	\$219.40
1.00	ATX020	APC BE425M UPS Battery Backup	\$82.90	\$82.90	\$82.90
1.00	AAX155	UPS Cable Management Tray Assembly Dimensions: 18" W x 10" D x 5-8" H (adjustable)	\$199.00	\$199.00	\$199.00
1.00	A275ES	Onsite Install East On Site Installation & Training East	\$1,875.00	\$1,875.00	\$1,875.00
1.00	AMX152	Puck-Lock Hasp Assembly Puck-Lock Hasp Assembly for MX and MXi Cabinet	\$220.00	\$220.00	\$220.00
1.00	ATX035	RFIDeas RDR-800W1AKU	\$412.50	\$412.50	\$412.50

Notes

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Order Total

	Equipment SubTotal	USD 30,664.17
	Estimated Sales Tax(%)	0.00
	Shipping	USD 483.68
	Total (One Time)	USD 31,147.85
	Pricing Valid for 30 days from creation of quote.	
Billing Email Address	1160@jupiter.fl.us	

Freight/Shipping charges TBD unless specifically stated.

Parts purchased after the initial installation are covered by a 90-day warranty starting from the shipment date, unless the customer is enrolled in the Premier Plus Warranty plan, which provides extended coverage.

Monthly Payment Options

Contract Type	Number Down	Term	Equipment Payment	Total Payment
---------------	-------------	------	-------------------	---------------



Select here for one time direct pay, Net 30 Term.	
Please enter Monthly Payment Option Term.	_____
Please enter Purchase Order Number.	_____
Customer Notes.	



The Customer acknowledges that they have read the agreement, understands it and agrees to be bound by its terms. Customer agrees that it is the complete and exclusive statement of this agreement between the parties which supersedes all proposals, oral or written, all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be modified or rescinded except by written instrument signed by both the Customer and by a duly authorized officer of KEYper® Systems. Shipment will be made from Seller's manufacturing location in the United States, or such other U.S. point of shipment as specified by Seller. Title to the Product and risk of loss shall pass to the Buyer at the time of the delivery of the Product to a common carrier. Payment for all equipment, warranty and freight is due and payable **thirty (30)** days after shipment date. Payments received after the stated invoice due date will be subject to a late fee equal to **1.5%** per month on the outstanding balance. Invoice begins accruing on the invoice due date. Past due invoices may be referred to a collection agency.

In the event the "customer" terminates the Software as a Service (SaaS) subscription and transitions to an on-premises deployment model, the "customer" shall be subject to a deactivation fee. The deactivation fee will be calculated based on the number of systems within the network.

All Pricing and Costs in US Dollars, and does not include duties, taxes and customs or brokerage charges.

All Credit Card transactions will incur a 2% processing fee.

Title to products does not pass until the products have been paid for in full. KEYper® Systems reserves the right to use self-help and may repossess any products on any invoice that remains unpaid after thirty (30) days. KEYper® Systems reserves the right to enter the Customer's premises if necessary to repossess any such products. If KEYper® Systems has to institute any action to collect any outstanding fee, charge, payment or product, the Customer will be liable for any costs and reasonable attorneys' fees related to such action. This agreement shall be governed by the law of North Carolina, and any disputes related to this agreement shall be heard exclusively, and with such Courts having exclusive jurisdiction, in the Courts sitting in North Carolina.

Angela Dean
Town of Jupiter Police Department
1160@jupiter.fl.us

By signing this agreement, you agree to our Terms & Conditions, as found here:
<https://www.keypersystems.com/global/en/legal-center/general-terms-conditions>

KEYper Systems

"Customer"

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

TOWN OF JUPITER

Approval of a three (3) year License Renewal for VMware Virtual Server Host Software



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approval of a three (3) year License Renewal for VMware Virtual Server Host Software in the amount of \$270,323.40

EXECUTIVE SUMMARY

Staff requests approval for a three (3) year renewal of licenses and support for VMware Cloud Foundation, VMware vSAN, and VMware Firewall. Annual licenses and support services are purchased through the value-added reseller SHI International Corporation using the Sourcewell Technology Catalog Solutions Contract #121923 in the amount of \$270,323.40 payable at \$90,107.80 per year.

The Town's many application servers and associated data are housed on a collection of five (5) hyper-converged hosts located in the Town's data center. VMware Virtual Server Host is the foundational software that powers these hosts to provide more than 125 virtual servers 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 environment up-to-date with security patches, 'bug' fixes, feature enhancements, improved performance, and reduced cyber-crime risk.

The Town has used VMware for many years to provide virtual servers and storage and the Information Systems department staff is pleased with its performance. Renewing the VMware annual maintenance for a 3-year term is the most cost-effective option, providing an annual savings of 22% (\$25,976.60) of the single-year renewal price.

ANALYSIS

Approved for renewal previously by the Town Council on April 4, 2024, staff recommends approval of a new three (3) year license agreement in the amount of \$270,323.40 with an annual payment of \$90,107.80.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. SHI Quote-25934441
2. Sourcewell Contract #121923
3. Broadcom End-User Agreement #12132024

FUNDING SOURCE

Approved in Budget	\$270,323.40 (\$90,107.80 per year)	Sources: 125213 554000 \$90,107.80 FY25 - FY27
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For more information or copies of the attachments, please contact Karl Craig at KarlC@jupiter.fl.us or 561-741-2221.



Pricing Proposal
 Quotation #: 25934441
 Created On: 3/10/2025
 Valid Until: 3/31/2025

FL-Town of Jupiter

Michael Dean

United States
 Phone: (561) 741-2450
 Fax:
 Email: miked@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 VMware - Part#: VCF-CLD-FND-5 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2025 – 4/17/2026	240	\$317.40	\$76,176.00
2	VMware vSAN 8 VMware - Part#: VCF-VSAN-8 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2025 – 4/17/2026	41	\$78.20	\$3,206.20
3	VMware Firewall (Bundle) VMware - Part#: ANS-VMW-FW-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2025 – 4/17/2026	240	\$44.69	\$10,725.60
4	VMware Cloud Foundation 5 VMware - Part#: VCF-CLD-FND-5 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2026 – 4/17/2027	240	\$317.40	\$76,176.00
5	VMware vSAN 8 VMware - Part#: VCF-VSAN-8 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2026 – 4/17/2027	41	\$78.20	\$3,206.20
6	VMware Firewall (Bundle) VMware - Part#: ANS-VMW-FW-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2026 – 4/17/2027	240	\$44.69	\$10,725.60
7	VMware Cloud Foundation 5	240	\$317.40	\$76,176.00

VMware - Part#: VCF-CLD-FND-5
Contract Name: Sourcewell- Technology Products & Solutions
Contract #: 121923-SHI
Coverage Term: 4/18/2027 – 4/17/2028

8	VMware vSAN 8 VMware - Part#: VCF-VSAN-8 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2027 – 4/17/2028	41	\$78.20	\$3,206.20
9	VMware Firewall (Bundle) VMware - Part#: ANS-VMW-FW-B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/18/2027 – 4/17/2028	240	\$44.69	\$10,725.60
			Total	\$270,323.40

Additional Comments

Please note the following:

- 1) VMware EULA <https://docs.broadcom.com/docs/end-user-agreement-english>
- 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

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

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

Payment Schedule:

Payment 1: Due Net 30
Payment 2: Due 04/18/26
Payment 3: Due 04/18/27

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**Solicitation Number: RFP #121923****CONTRACT**

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

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 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 of a Statement of Work. "Statement 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 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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity 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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR 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. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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 FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

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

Minimum Limits:

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

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’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, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All 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. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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 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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

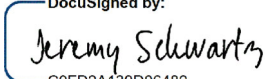
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

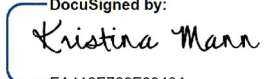
22. CANCELLATION

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

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:

By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: SHI International Corp.

Does your company conduct business under any other name? If yes, please state: New Jersey

Address: 290 Davidson Ave.
Somerset, New Jersey 08873

Contact: Tory Pubylski

Email: victoria_pubylski@shi.com

Phone: 512-983-6502

Fax: 512-983-6502

HST#: 22-3009648

Submission Details

Created On: Tuesday October 31, 2023 09:50:21

Submitted On: Tuesday December 19, 2023 15:26:51

Submitted By: Tory Pubylski

Email: victoria_pubylski@shi.com

Transaction #: bca2ca3b-8372-44f0-8925-989cf0fc15f1

Submitter's IP Address: 161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	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.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubyli, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to 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. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubyli
Capture & Business Development Manager
Victoria_Pubyli@shi.com
2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	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 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached \$14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. 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 our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every 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. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately \$100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	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 an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.
17	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 scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast 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 Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 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 Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications 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 RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 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 Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards

- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards

- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic

Device Reseller Award

- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards

- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opendgear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over \$3.7 billion of SHI's \$14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - \$433,524,175.00 • 2021 - \$432,367,332.00 • 2022 - \$474,912,261.00 National Cooperative • 2020 - \$117,246,848.00 • 2021 - \$242,276,114.00 • 2022 - \$428,741,315.00 National Cooperative • 2020 - \$119,276,838.00 • 2021 - \$215,559,364.00 • 2022 - \$297,216,161.00 National Cooperative • 2020 - \$49,516,736.00 • 2021 - \$98,356,960.00 • 2022 - \$162,616,951.00 National Cooperative • 2020 - \$109,667,754.00 • 2021 - \$94,519,443.00 • 2022 - \$66,158,438.00 National Cooperative • 2020 - \$105,605,584.00 • 2021 - \$106,272,231.00 • 2022 - \$36,249,883.00 National Cooperative • 2020 - \$51,110,983.00 • 2021 - \$69,945,461.00 • 2022 - \$117,824,104.00 State Contract • 2020 - \$137,405,364.00 • 2021 - \$79,536,085.00 • 2022 - \$43,431,618.00 State Contract • 2020 - \$79,162,748.00 • 2021 - \$77,934,115.00 • 2022 - \$54,871,606.00 State Contract • 2020 - \$64,141,338.00 • 2021 - \$63,818,564.00 • 2022 - \$69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - \$19,629,342.02 • 2021 - \$13,876,322.68 • 2022 - \$6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. 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	New York - NY	All IT products and services	\$8-\$32.3M	\$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	\$4-\$9.2M	\$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	\$3-\$17M	\$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	\$12-\$10.2M	\$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	\$4-\$1.5M	\$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcwell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcwell members. To remain successful for Sourcwell members, we will stay 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 sales structure. In terms of organization, we have retained a small business feel 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. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team

The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives.

Public Sector Inside Team

Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales

With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.

Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX 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 this pricing.
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28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 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. Furthermore, 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 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.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfillment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.
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30	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.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. 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. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities 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 an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	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 thrilled by the opportunity to continue to promote and market our Sourcewell partnership. 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 this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubyalski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. 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 provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums.

Webinar Series

Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings:
<https://www.publicsector.shidirect.com/about/events>

SHI Resource Hub

The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts.

Social Media

In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community.

We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com.

SHI Sponsorships

In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors.

In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across:

- Television and radio
- Earned media
- Website and e-mailings
- Advertising and supporting collateral
- Hospitality
- Onsite signage

Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship.

As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners.

SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament.

When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	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 has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoing at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	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.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog 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. With thousands of manufacturers represented, product catalogs 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 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 • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, 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 are automated to enforce purchasing rules and minimize errors.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and

programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components:

- Identify current state and future state requirements with key stakeholders.
- Identify change management and communication strategy.
- Define the use case.
- Identify locations and languages.
- Assess gaps and needs for IT and end-users.
- Develop scope.
- Customize content.
- Align training with the deployment schedule.
- Launch training pilot.
- Live instructor-led training
- Power-user training
- OnDemand eLearning portal
- Application deep dive training
- Deskside training support
- VIP one-on-one training

End-User Training

SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are:

- M365
- Windows 10/11
- Microsoft Teams
- Microsoft Core Apps
- WebEx
- Google Apps
- Security Awareness

Technical Training

With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to:

- Amazon
- Cisco
- Google
- Microsoft
- VMware
- Palo Alto
- Meraki
- Nutanix
- Veeam

Professional Development for Business

In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to:

- Business Analysis
- Communication
- Leadership
- Project Management
- Agile
- ITIL

Professional Development for Educators

SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to:

- Software training for IT staff, faculty, and staff
- Hybrid teaching methods
- Blended learning
- STEM
- STEAM
- Esports
- Pedagogy
- SEL (Social and Emotional Learning)
- Accelerated Learning Recovery
- DEI (Diversity, Equity, and Inclusion)

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.

	• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.
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42	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.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: - o High-efficiency HVAC equipment - o Energy Star equipment/appliances - o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). - o Automatic lighting controls and LED lighting throughout (Austin). - o Occupancy sensor control of lighting fixtures. - o Water-efficient and low-flow plumbing. - o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.
43	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.

44	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 customers 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. 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 Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your 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. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice

Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement

Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support

Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education

Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend.

Negotiation Assistance

SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print

SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services

Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services

To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services

Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability

As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcwell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure 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 similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.
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Table 9A: 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 *	
46	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 damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	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. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	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. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	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. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	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. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	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: 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 ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will 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 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 a 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. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.
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52	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 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 third-party 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. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • \$0 deductible. In addition, SHI third-party warranty services provide 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 & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party 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, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party 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 – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, 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 a member's organization for post-warranty data center devices. Our service provider's 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 members' needs, no matter where the equipment is located.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	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 can be 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. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional \$1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. - o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • \$1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcwell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.

- **Contact Information:** The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements

The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications

SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification

SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports

Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents

An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher.

Key elements of a EULA often include:

- **License Grant:** This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
- **Restrictions on Use:** The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.

- **Intellectual Property Rights:** The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- **Warranty and Liability:** The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- **Termination:** This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- **Privacy Policy:** The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:

- **Scope of Services:** This details the services to be provided, how they will be delivered, and the schedule for delivery.
- **Performance Metrics:** These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- **Monitoring and Reporting:** The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- **Problem Management:** This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- **Responsibilities:** The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- **Penalties and Remedies:** The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- **Confidentiality and Security:** This section outlines how the provider will protect the customer's data and ensure privacy.
- **Termination Terms:** This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work

A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:

- **Project Overview:** This provides a general summary of the project, its purpose, and objectives.
- **Scope of Work:** This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- **Deliverables:** This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- **Timeframe:** The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- **Standards and Criteria:** This section describes the quality standards or benchmarks that the work should meet.
- **Payment Terms:** This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- **Resources:** This section provides information about any resources or materials that will be needed to complete the project.
- **Responsibilities:** This outlines the roles and responsibilities of all parties involved in the project.
- **Assumptions and Constraints:** This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Full Catalog Pricing SHI is pleased to offer Sourcwell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcwell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcwell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). 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. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including

the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project.

Pricing for professional technology services for a scope of work typically involves several factors:

1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required.
2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed.
3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel.
4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price.
5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made.

It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed.

Cost Savings

SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger.

SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price.

Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount.

SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.

60	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.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware

Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available.

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software

Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMS will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services

Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	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.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	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, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • 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 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 on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI's logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:

- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center

The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center

A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.

- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members

Victoria (Tory) Pubyalski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.

To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/victoria-tory-pubyalski-604b4583/>.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at <https://www.linkedin.com/in/arianne-mount-2b301146/>.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/ .	
69	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 number 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 to be viewed as a successful partner to Sourcwell 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 that 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 cooperative 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 job easier. When we lead with Sourcwell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcwell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcwell and Sourcwell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, 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 your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: 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.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping

Print - Printers, Scanners, MFDs, Toners and Supplies

Data Center - Servers and Storage, Power and Cooling, and Services:

Configuration, asset tagging, kitting, and shipping

Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software

SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring

As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:

- **Secure Governance:** In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
- **Secure Infrastructure:** SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
- **Secure Data:** SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
- **Secure People:** We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud

Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), "X" or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management

SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)

The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:

- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services

Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)

SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services

SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services

The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning

Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support

MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)

SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation

SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation.

We source the perfect IT professionals for your needs by:

- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)

The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:

- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop

The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports

SHI's dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that's right for each organization.

STEM/STEAM

STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world's challenges and

solve real-world problems. Here are some examples of STEM technology products:

- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions

Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.

- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions

Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged "smart cities." The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI's solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

Box-Premier
 Broadcom-Elite
 Brother-Authorized Partner
 C2G-Platinum Partner
 Canon-Authorized Partner
 Carbonite-Premier Partner
 CheckPoint-Three Star National Partner
 Cisco-Gold Partner
 Citrix-Platinum Partner
 Cleartouch-Highest
 Cohesity-Strategic National Partner
 Commvault-Market Builder - Top Tier
 Cradlepoint-Premier NSP
 CrowdStrike-Elite Partner
 CyberArk-Advanced Partner
 CyberPower-Elite Partner
 Cylance-Authorized
 Datawatch-Platinum
 Delinea-Authorized Reseller
 Dell-Dell EMC Titanium Black (Authorized 15+ years)
 D-Link-Gold Level
 Druva-Elite Partner
 DynaBook-Platinum Preferred
 Eaton-Authorized Partner
 Elastic-Professional Partner
 Entrust-Professional Partner
 Epson-Epson Business First Gold Partner
 Ergotron-Gold
 Erwin-Authorized
 ESET-Silver
 Exagrid-Authorized Reseller (Highest level)
 ExtraHop Networks-Gold
 Extreme Networks (ExtremeNetworks+Aerohive)-Diamond
 F5-Platinum Partner
 Facebook Oculus-Authorized Reseller
 Forcepoint-Titanium Partner
 Forescout-Platinum
 Fortinet-Expert
 Fujitsu-Authorized Partner
 GitLab-Select Partner
 Globalscape-Authorized
 Good Technology (Blackberry)-Authorized
 Google-Premiere Partner
 GoTo-Platinum Partner
 Hewlett Packard Enterprise-Platinum Partner
 Honeywell-NBR (National Broadline Reseller)
 HP, Inc.-Power Services Partner (Authorized 25+ years)
 HPE Aruba Networking Division-Platinum Partner
 IBM Hardware-Gold
 IBM Software-Gold Business Partner
 Infocus-National Partner
 Intel-Intel Partner Alliance Titanium Member
 IPSwitch-Titanium
 Ivanti-Platinum
 Jabra-Premier Partner
 JAMF-Gold Partner
 JetBrains-Authorized
 Juniper Networks-Juniper Elite
 KEMP-Authorized
 Kingston-Authorized Reseller
 Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner
 Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+))
 Lexmark-Tier 1, Diamond Edge
 LG-Authorized Reseller
 Logic Monitor-Authorized Reseller
 Logitech-Authorized Partner
 LogMeIn-Authorized
 LogRhythm-Services Authorized Reseller (Highest Tier)
 Malwarebytes-Platinum Partner
 ManageEngine (Zoho)-Authorized
 Meraki-Gold
 MicroFocus-Platinum Partner
 Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller
 Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

GSA & DISO Authorized; Authorized Azure Expert MSP
 Mimecast-Elite Partner
 MobileIron-Iron
 Nasuni-Premier
 NetApp-Star Reseller
 Netgear -Reseller
 NetIQ (Micro Focus)-Platinum
 NetScout Systems (Arbor Networks)-Platinum
 Netwrix-Platinum Partner
 Nimble-Platinum
 Novell-Platinum Partner
 Nuance-Authorized
 Nutanix-Master Level Partner, Cloud Champion
 Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX)
 OKTA-Elite Level Partner
 Open Gear-Premier Partner (Highest level), Elite
 OpenText-Authorized Reseller
 Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum
 Paessler-Gold Partner
 Palo Alto Networks-Diamond
 Panasonic-Tier A Reseller
 Parallels-Premier
 PingIdentity-Platinum Partner
 Poly (Plantronics & Polycom)-Platinum Partner
 Progress Software (Kemp)-Titanium Authorized Partner
 Promethean-National Partner
 Proofpoint-Platinum Partner
 Pulse Secure-Authorized
 Pure Storage-Elite Partner
 Qualys-Supported Partner
 Quantum Storage-Premier Partner
 Quest-Platinum Plus Partner
 Rapid7-Gold Level Partner
 Raritan/ServerTech-Authorized Reseller
 Red Gate-Authorized
 RedHat-Red Hat Advanced Business Partner
 Ribbon Communications-Bronze
 Riverbed Technology-Elite Partner
 RSA-Titanium DMR Partner
 Rubrik-Elite Plus Partner
 Ruckus Wireless (CommScope)-Elite Partner
 Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level
 SanDisk (Western Digital)-Gold
 SAP BusinessObjects-Silver, Large Account
 Scale Computing-Platinum
 SentinelOne-Platinum Partner
 Sharp – NEC-Authorized for Sharp Electronics Display Solutions
 SilverPeak-Platinum Level
 Smarsh-Hybrid Cloud & Emerging Partner
 SolarWinds-Elite Partner
 SonicWALL-Platinum Partner
 Sony-Gold
 Sophos-Sophos Select Partner
 Spectra Logic-Elite VAR
 Splunk-Premier Partner
 StarTech-Authorized Partner
 SunOracle-Platinum
 Supermicro-Tier-1 Diamond
 Suse-Platinum Level, Specialized in Sell and Manage
 Symantec-Premier Partner
 Synology-Authorized Reseller
 Tableau-DMR Partner
 Tanium-Partner Plus
 Targus Authorized
 TeamViewer-Authorized Reseller
 TechSmith-Preferred Partner
 Tenable-Platinum Reseller
 Thales-Platinum
 Tintri-Elite Partner
 Toshiba-Platinum Preferred
 Trellix-Platinum Partner
 TrendMicro-National Channel Partner
 TrippLite-Authorized Partner
 Tripwire -Platinum Partner
 Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works

When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement. When the customer receives an email containing a renewal reminder, they are given the following three options:

- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes

In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline

The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.

- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO

In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI

We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase.
- See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information.

Order Tracking

SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices.

Returns

Our return process is simple. To request a return, 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 and 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 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 before receiving returns to expedite the process for the customer. More information and details are available at SHI's Return policy.

Approval Routing

Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI's internal order processing system.

Reporting

The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system.

Customization

SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website.

Additional customization includes:

- Set up users by groups: Purchasers, IT Department, Accounting.
- Custom Checkout and Pre-loaded address list.
- Setup basic Approval Routing.
- Create custom product configurations.

Training

To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate

Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:

- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize

SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:

- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize

SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:

- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage

SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.
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Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

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 Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- [Marketing Plan/Samples](#) - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- [WMBE/MBE/SBE or Related Certificates](#) - SHI Response- Sourcewell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- [Requested Exceptions](#) - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- [Upload Additional Document](#) - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- [Pricing - Category 1](#) - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

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.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the “AWS Terms”) contained at this link: <https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector>. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

SHI International Corp.

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 11/7/2024 | 1:00 PM CST

DocuSigned by:
By: Kristina Mann
EA418E789F09404...
Kristina Mann, Sr. Manager - Contracts
Date: 11/7/2024 | 1:38 PM EST

SHI Advertised Price is a verifiable source, referenced 24/7/365 at shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists.

Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered, whenever possible and as often as possible.

Types of Products	Discount From Advertised Price	Manufacturer Name
Cables (Network, Signal, Fiber Optic, Power)	15%	SHI Full Catalog
Cameras	15%	SHI Full Catalog
Surveillance Video	15%	SHI Full Catalog
Security Cameras	15%	SHI Full Catalog
Access Control Systems	15%	SHI Full Catalog
Videoconferencing Systems	15%	SHI Full Catalog
Unified Communications and Collaboration	0%	SHI Full Catalog
Computer Accessories (Keyboards, Mice, Docks, Flash Memory, Speakers)	5%	SHI Full Catalog
Telephone Sets	5%	SHI Full Catalog
Headsets	5%	SHI Full Catalog
Headphones	5%	SHI Full Catalog
Network Routers	5%	SHI Full Catalog
Channel Converters	5%	SHI Full Catalog
Phone Cases	5%	SHI Full Catalog
Information Technology/Educational Furniture	5%	SHI Full Catalog
Racks	3%	SHI Full Catalog
Racks Hardware	3%	SHI Full Catalog
Batteries	5%	SHI Full Catalog
Uninterruptable Power Systems	5%	SHI Full Catalog
Battery Chargers	5%	SHI Full Catalog
Memory Modules	5%	SHI Full Catalog
RAM, DRAM, SDRAM	5%	SHI Full Catalog
Flash Drives	5%	SHI Full Catalog
Hard Drives	5%	SHI Full Catalog
Disk Arrays and Array Controllers	5%	SHI Full Catalog
Power Adapters and Inverters	5%	SHI Full Catalog
Network Interface Cards and Network Switch Products	5%	SHI Full Catalog
Multimedia Storage Products	5%	SHI Full Catalog
Notebook Computers	3%	SHI Full Catalog
Tablets	3%	SHI Full Catalog
Servers	3%	SHI Full Catalog
Point of Sale	3%	SHI Full Catalog
Desktops	3%	SHI Full Catalog
Thin Clients	3%	SHI Full Catalog
Workstations	3%	SHI Full Catalog
All in One Desktops	3%	SHI Full Catalog
Office Supplies	18%	SHI Full Catalog
Labels	18%	SHI Full Catalog
Disc Media	18%	SHI Full Catalog
Paper Products	18%	SHI Full Catalog
Whiteboards	18%	SHI Full Catalog
Maintenance	5%	SHI Full Catalog
Warrantees	5%	SHI Full Catalog

Types of Products	Discount From Advertised Price	Manufacturer Name
Projectors and Interactive Products	5%	SHI Full Catalog
Printer Supplies	5%	SHI Full Catalog
Ink and Toner	5%	SHI Full Catalog
Ribbons	5%	SHI Full Catalog
Fusers	5%	SHI Full Catalog
Flat Panel Display Monitors	3%	SHI Full Catalog
Large Screen Monitors	3%	SHI Full Catalog
TVs	3%	SHI Full Catalog
Printers (Ink Jet, Laser, Matrix, Line Matrix, Label)	5%	SHI Full Catalog
Scanners	5%	SHI Full Catalog
Multifunction Machines	5%	SHI Full Catalog
Power Products	5%	SHI Full Catalog
PDU's	5%	SHI Full Catalog
Power Supplies	5%	SHI Full Catalog
Power Monitors	5%	SHI Full Catalog
Carry Cases	7%	SHI Full Catalog
Carry Bags	7%	SHI Full Catalog
Backpacks	7%	SHI Full Catalog
Software	4%	SHI Full Catalog
Cloud Software (excluding AWS)	4%	SHI Full Catalog
"X" as a Service (including SaaS, IaaS and PaaS)	0%	SHI Full Catalog
AWS	0%	SHI Full Catalog
All Other - future and unnamed categories	0%	SHI Full Catalog

Services	Standard Hourly Rate	Discount From Advertised Price	Comments
Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.			
Project Manager	\$185.00	0%	Per SOW
Consultant - End User Solutions Group	\$225.00	0%	Per SOW
Consultant - Security Solutions Group	\$225.00	0%	Per SOW
Solutions Architect	\$275.00	0%	Per SOW
Cloud Developer	\$325.00	0%	Per SOW
Senior Cloud Developer	\$325.00	0%	Per SOW
Cloud Solutions Architect	\$275.00	0%	Per SOW
Program Engagement Manager	\$125.00	0%	Per SOW
Asset Management	\$300.00	0%	Per SOW
Staff Augmentation	\$50-\$500	0%	Per SOW
All other in scope services	\$300.00	0%	Per SOW

Attachment 3. - Broadcom End-User Agreement #12132024



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Foundation Agreement

1. INTRODUCTION

- 1.1. This Foundation Agreement (“**Foundation Agreement**”) between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, (“**Broadcom**”), and your organization, (“**Customer**”), is effective on the date set forth in the referencing Transaction Document which identifies the “Start Date” and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.
- 1.2. With respect to the Broadcom Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or Broadcom Partner shall be set forth in the Transaction Document(s) for such order.
- 1.3. This Foundation Agreement may incorporate any applicable Module referenced in the “Governing Contract” section of the applicable Transaction Document.

2. DEFINITIONS

- 2.1. “**Agreement**” means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.
- 2.2. “**Affiliate**” means any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.
- 2.3. “**Broadcom Offering**” means the individual offering (such as software, services, education, software as a service, or support) in the CA, Symantec, or VMware product families.
- 2.4. “**Broadcom Partner**” means a Broadcom authorized channel partner selected by the Customer.
- 2.5. “**Broadcom Software**” means the computer software programs in the CA, Symantec, or VMware product families made generally available and licensed to Customer under the applicable Module pursuant to the applicable Transaction Document. Broadcom Software may be provided individually or packaged as a software appliance and includes all versions and releases provided as part of Broadcom Maintenance, if applicable.
- 2.6. “**Confidential Information**” means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be deemed confidential or proprietary to a reasonable recipient, including, without limitation, Broadcom Offerings, Documentation, the Agreement, Transaction Documents, Broadcom provided pricing, and any benchmarking data or results.
- 2.7. “**Documentation**” means the technical product specifications or user manuals published by Broadcom or a Broadcom Affiliate.
- 2.8. “**Module**” means the additional terms and conditions applicable to a Broadcom Offering. If a Broadcom Offering includes both on-premises software and SaaS, then each applicable Module

applies.

- 2.9. **“Order Confirmation”** means an electronic receipt, issued by Broadcom or a Broadcom Affiliate, confirming the Broadcom Offering title, version, quantity (based on metric, meter and/or model), and Support acquired.
- 2.10. **“Party”** or **“Parties”** means individually and/or collectively Broadcom and/or the Customer.
- 2.11. **“Personal Data”** means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.
- 2.12. **“Taxes”** means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.
- 2.13. **“Term”** means the period during which the Broadcom Offering is provided as specified in the Transaction Document.
- 2.14. **“Transaction Document”, “Order Form”, or “Order”** means a mutually agreed ordering document such as a Broadcom quote, order form, or statement of work for the specific Broadcom Offering licensed or purchased. Either Transaction Documents are executed or, in the case of a quote and purchase order (“PO”), a PO referencing such quote is issued and that issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

- 3.1. Under the terms of this Agreement and subject to the terms of the applicable Module(s), Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase Broadcom Offerings directly from Broadcom or through a Broadcom Partner, and Broadcom shall provide the specific Broadcom Offering. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with Broadcom to adopt and adhere to the terms of this Agreement.
- 3.2. The Broadcom Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2020, from Broadcom’s shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware, if included, will pass upon point of delivery to Customer’s carrier at Broadcom’s shipping location. For non-US customers, title to the hardware product transfers when the product leaves the national territory of the US.
- 3.3. In the event of a payment or set off issue relating to one Broadcom Offering, such payment issue will not impact any other obligation to pay for any Broadcom Offering provided to Customer.

4. CONFIDENTIALITY

- 4.1. The Parties agree that, when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose nor use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing Party’s Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party’s employees, affiliates, agents, financial advisors, contractors, and attorneys on a need-to know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the

terms of the Agreement.

- 4.2. The receiving Party may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 4.3. For the purposes of the Agreement, the term “Confidential Information” excludes: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party’s possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party’s Confidential Information.
- 4.4. Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know-how which are developed in the course of providing any Broadcom Offerings to Customer or (ii) be deemed to limit Broadcom’s rights to provide similar Broadcom Offerings to other customers. Customer agrees that Broadcom may use any feedback provided by Customer related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 4.5. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 4.6. In the event of a breach of this section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance, or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

- 5.1. To the extent permitted by law, Customer shall issue and provide Broadcom a purchase order (“PO”), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document. Broadcom, directly or through a Broadcom Partner, reserves the right to invoice Customer for any use of the Broadcom Offerings in excess of the Authorized Use Limitation at Broadcom’s then-current list price.
- 5.2. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon the due date specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).

- 5.3. If indicated on the Transaction Document, Customer may pay any initial payment due to Broadcom on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required of Customer due to Broadcom, Broadcom will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date. Broadcom reserves the right to change credit or payment terms at Broadcom's discretion if Customer's or Broadcom Partner's financial condition or previous payment history so warrant.
- 5.4. A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document, provided that Customer references the Transaction Document in the PO and includes the appropriate reference number, if applicable.
- 5.5. If a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to Broadcom on the business day immediately prior to such date.
- 5.6. Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with any Broadcom entity after written notice from Broadcom and a reasonable opportunity to remit such payment by Customer and to the full extent permitted by applicable law, shall (1) relieve Broadcom of any support obligations hereunder, and (2) suspend all Customer subscription use rights until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.
- 5.7. During the Term of any Transaction Document, Broadcom may increase the fees under the Transaction Document for the Broadcom Offerings up to 7% annually by providing Customer with advance notice including through pricing notices posted at the Broadcom support website no less than ninety (90) days prior to such changes taking place but in no event will Broadcom purport to effect a price change while in any particular calendar year (i.e., price changes will only be effective on January 1 of the year following that in which notice was provided).
- 5.8. Broadcom may assign its payment rights in, or grant a security interest in, this Agreement and any associated Transaction Document to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided that (1) Broadcom remains directly responsible for performance of its duties hereunder, and (2) Customer's obligations are not otherwise affected.
- 5.9. In the event Customer orders a Broadcom Offering through a Broadcom Partner (or that partner's resale channel), this Foundation Agreement, excluding all of Section 5 (except Section 5.6), shall apply to Customer.

6. TITLE

- 6.1. Broadcom retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

- 7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.
- 7.2. Broadcom represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.

- 7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE BROADCOM OFFERING(S) THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.
- 7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE BROADCOM OFFERING WILL OPERATE UNINTERRUPTED OR IS ERROR FREE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE BROADCOM OFFERINGS, ARE MADE BY BROADCOM OR ITS SUPPLIERS.

8. INDEMNIFICATION

- 8.1. Broadcom will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific Broadcom Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Broadcom Offering at the time of delivery provided that: (i) Customer gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Customer the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering (directly or through the Broadcom Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Broadcom is notified of the third party claim. If the Broadcom Offering is Broadcom Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.
- 8.2. Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom published update or patch, (iv) if the alleged infringement is a result of use of the Broadcom Offerings in combination with any third party product, (v) any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) any Broadcom Offering provided on a no-charge, beta, or evaluation basis, or (viii) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY

INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

- 8.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.
- 8.4. Customer shall indemnify Broadcom against any claim that any data, materials, items, or information supplied to Broadcom under the Agreement infringes any US patent, copyright, or trademark within the jurisdictions where Broadcom is provided with such information.

9. LIMITATION OF LIABILITY

- 9.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF BROADCOM'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF CUSTOMER DATA BY USE OF ANY BROADCOM OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE BREACH IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. BROADCOM'S SUPPLIERS HAVE NO LIABILITY UNDER THE AGREEMENT, AND CUSTOMER MAY NOT BRING CLAIMS DIRECTLY AGAINST THEM. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION WILL NOT EXCEED \$5,000 USD.

10. TERM & TERMINATION

- 10.1. This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section.
- 10.2. This Foundation Agreement, applicable Module(s), and the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; (b) upon insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses or rights granted pursuant to this Agreement will constitute an incurable material breach by Customer; and, Broadcom may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access, and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the Broadcom Software and SaaS instances from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.
- 10.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have

under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. In the event of termination by Broadcom for an uncured material breach by Customer, all fees shall immediately become due and payable.

- 10.4. Customer may terminate any Order (direct or indirect) for Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) between the parties so long as such Order is governed by these terms as of the date of termination, without cause and without further charge or expense at any time. Customer's termination shall be effective immediately upon written notice to Broadcom sent to usage.reporting@broadcom.com

On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software.

Once Customer's verification or the Broadcom Software copies are received, Broadcom will pay Customer, or Broadcom Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or Broadcom Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer's verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom Software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or Broadcom Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

- 10.5. Notwithstanding the foregoing paragraph, if an Order is terminated without cause, neither Party shall have further obligations under the Agreement with respect to such Order, except that the Parties shall remain bound by the obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or Broadcom Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the Broadcom Partner and Customer), from the date Customer's verification or the Broadcom Software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. **Choice of Law; Venue.** Depending on the Regional Broadcom Entity that is a Party to this Agreement, the exclusive governing law, jurisdiction, designated arbitral body, arbitration rules and seat shall be as set forth below; except for any action related to non-payment, which may be brought in any court of competent jurisdiction:

Regional Broadcom Entity	Governing Law	Jurisdiction	Arbitration Organization, Rules, and Seat
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CA, Inc.	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association (“AAA”); AAA Commercial Arbitration Rules; Seat of arbitration in California.
VMware International Unlimited Company	Ireland	Courts located in Ireland	International Chamber of Commerce (“ICC”); ICC Rules of Arbitration; Seat of arbitration in Dublin, Ireland.
CA Programas de Computador, Part e Serv Ltda.	Brazil	State Courts located in São Paulo, SP, Brazil	The American Arbitration Association Commercial Arbitration Rules; Seat of arbitration in Sao Paolo.
Broadcom Government Solutions LLC	State of California	State and/or Federal Courts located in Santa Clara County, California	The American Arbitration Association (“AAA”); AAA Commercial Arbitration Rules; Seat of arbitration in California

The Agreement will not be governed by the following, the application of which is hereby expressly excluded: (a) the conflict of law rules of any jurisdiction, (b) the United Nations Convention on Contracts for the International Sale of Goods, and (c) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. The Parties further agree to accept service of process in accordance with the rules/procedures of the arbitral body or relevant court (as applicable), except that the Parties hereto irrevocably waive any objection that service of process must conform to the Hague Service Convention or other applicable law or treaty regarding service of process.

11.2. Dispute Resolution. Any dispute, claim or controversy arising out of relating to the Agreement (“**Dispute**”) shall be resolved as provided in this Section.

11.2.1. Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by

one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed reasonably necessary to protect its interests.

11.2.2. Arbitration. Except as set forth in this paragraph, any Dispute shall be resolved by confidential arbitration. The place of the arbitration, governing law and applicable rules shall be as set forth in Section 11.1 (Choice of Law; Venue). The arbitral tribunal shall consist of three (3) arbitrators: one selected by each Party, and the third to be agreed upon by the Parties (and if agreement cannot be reached, designated by the arbitral body), which third arbitrator shall be the Chairperson. The language of the arbitration shall be English. The dispute shall be finally settled within twelve (12) months after constitution of the arbitral tribunal. The Parties agree to request a written explanation/opinion in connection with any award. Judgment on the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this paragraph, either Party may: (i) apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory injunctive relief; or (ii) seek redress in any court of competent jurisdiction in order to enforce its intellectual property rights or protect Confidential Information. The Parties shall have a right to appeal an arbitral award to a court of competent jurisdiction in order to set aside the award.

11.3. In any formal action or proceeding arising from a Dispute or relating to non-payment, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the other Party.

12. GENERAL TERMS

- 12.1. Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.
- 12.2. Force Majeure. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).
- 12.3. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place

between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void.

- 12.4. Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.

12.5. **Personal Data**

12.5.1. **Broadcom as Controller.** Related to the provision of the Broadcom Offerings, Broadcom may process limited Personal Data as a controller in accordance with, and for the purposes defined in, Broadcom's Privacy Policy available at <https://www.broadcom.com/privacy> in compliance with applicable data protection laws. Those purposes include: (i) management of Customer relationship; (ii) sales administration; (iii) communications related to technical support, new versions or updates; (iv) marketing of Broadcom Offerings; (v) development of threat intelligence for the purposes of ensuring fraud prevention and network and information security; (vi) development and enhancement of the Broadcom Offerings; and (vii) compliance with applicable laws and regulations.

12.5.2. **Broadcom as Processor.** Where Broadcom processes Personal Data within Customer Data on behalf of Customer, Broadcom's global Data Processing Addendum (DPA), located at <https://www.broadcom.com/privacy>, applies. If Customer procures the Broadcom Offering through a Broadcom Partner, the Broadcom Partner shall be responsible for entering into a relevant data processing agreement with Customer.

- 12.6. Assignment. Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.

- 12.7. Import/Export. Customer acknowledges that the Broadcom Offering(s) is subject to import and export laws and regulation, including in the specific case of the U.S. the Export Administration Regulations, and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Broadcom Offering(s) will not be exported, reexported or transferred in violation of export control laws or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose. Customer represents and warrants that: (a) Customer and any Authorized User, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list.

- 12.8. Legal Compliance. Both Parties shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any Broadcom Offering. Broadcom may suspend performance if Customer is in violation of applicable laws, regulations, or ordinances or in the event of a security risk to a Broadcom Offering or its users.
- 12.9. Critical Applications. The Broadcom Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.
- 12.10. Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 12.11. Notice. Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 12.12. Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.
- 12.13. Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.
- 12.14. Third Parties. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Broadcom.
- 12.15. Waiver. Waiver of a breach of the Agreement will not constitute a waiver of any later breach.
- 12.16. Survival. Sections pertaining to Dispute Resolution, Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.
- 12.17. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

1. INTRODUCTION

- 1.1. This Module for Broadcom Software ("**Software Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Broadcom Software that Broadcom will license to Customer and the Support that applies.
- 1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Authorized End Users**" means Customer, Customer Affiliate(s) and their employees and independent contractors (but excluding any outsourcer, facilities management provider, managed service provider, or application service provider unless Customer explicitly takes full responsibility and liability for such party's act and omissions) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.
- 2.2. "**Authorized Use Limitation**" or "**Meter**" means the quantity of the Broadcom Software licensed in accordance with the License Metric specified in the Transaction Document.
- 2.3. "**Distributed Software**" means the Broadcom Software that is generally used for independent usage across individuals systems or hardware based on the License Metric in a decentralized form of computing, which is not listed as 'Mainframe' on Broadcom's price lists.
- 2.4. "**Hardware**" means the Broadcom provided physical hardware device or server.
- 2.5. "**License Metric**" means the specific criteria for measuring the usage of the Broadcom Software (such as MIPS, CPUs, Cores, tiers, servers, or users).
- 2.6. "**Mainframe Software**" means Broadcom Software that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing, which is designated as 'Mainframe' on Broadcom's price lists.
- 2.7. "**Perpetual License**" means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.
- 2.8. "**Subscription**" or "**UMF**" (Usage and Maintenance Fee) license means a license to use Broadcom Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.
- 2.9. "**Support**" (which may also be referred to as "**Maintenance**") means technical support for the Broadcom Software. Support may also contain "**Content Updates**" provided by Broadcom for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the Broadcom Software, and may include content produced as a result of Customer's use of the Broadcom Software.

- 2.10. **“Territory”** means the geographic region (Americas, EMEA, APAC) where Customer is authorized to install the Broadcom Software as indicated by the “Ship To” location in the Transaction Document, unless more broadly or narrowly granted in the Transaction Document. Americas is defined as the continents of North and South America. EMEA is defined as the continents of Europe (including the surrounding islands such as UK and Ireland) and Africa, and the Middle Eastern countries in the continent of Asia, south of, and including Turkey and west of Iran. APAC is defined as all countries not in Americas or EMEA geographic regions.

3. SOFTWARE OFFERING & OBLIGATIONS

- 3.1. Subject to the Customer’s compliance with the Agreement, Broadcom grants the Customer a limited, nonexclusive, non-transferable license in object code form, for the Term to:
- 3.1.1. Install and deploy the Broadcom Software in the Territory up to the Authorized Use Limitation.
 - 3.1.2. Permit Authorized End Users to remotely use the Broadcom Software for Customer’s and Customer Affiliates’ internal business wherever located. Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer.
 - 3.1.3. Excluding Software in the VMware product family, make a reasonable number of copies of the Broadcom Distributed Software for disaster recovery “cold standby”, backup and archival purposes. Use of such copies is limited to testing Customer’s disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Software.
 - 3.1.4. Make a reasonably necessary number of copies of the Broadcom Mainframe Software for disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:
 - (a) Conducting limited testing of the DR Plan’s procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and
 - (b) The period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Mainframe Software in normal operations at a Customer Site and must invoke its DR Plan (as defined below).

Customer represents it has a disaster recovery plan with respect to its sites and the Broadcom Mainframe Software (“**DR Plan**”). The rights provided in subsection (a) above are conditioned upon Customer providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. Customer agrees to inform Broadcom of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, Customer shall run the IBM SCRT for ISV Programs to report the usage of Broadcom Mainframe Software during the test and shall submit to Broadcom at <https://scrt.broadcom.com/> no later than ten (10) days after the end of the calendar month in which the test occurred.

Customer agrees to keep Broadcom informed, at Broadcom’s request, of the identity and address of any third party providing services in the testing or execution of Customer’s DR

Plan and Customer shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in this Agreement and to furnish such further factual confirmations with respect to its disaster recovery procedures as Broadcom may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be a Customer site hereunder nor shall any such third party be considered a third party beneficiary for the purposes of this Agreement.

- 3.1.5. Relocate Broadcom Software to a new Customer location within the Territory upon prior written notice.
- 3.2. The Broadcom Software may be provided under terms and conditions, use Meter(s) and model(s) set forth within Specific Program Documentation (“SPD”) identified in applicable Transaction Document(s). The Broadcom Software's specifications, product use rights and specified operating environment information may be found in the Documentation accompanying the Broadcom Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.
- 3.3. The grant of license is contingent upon Customer’s compliance with the following obligations set out under this provision and Customer agrees that, except as expressly set forth in the Agreement or to the extent permitted by applicable law, it shall not: (i) make available, provide or sub-license the Broadcom Software or its results/outputs in any form other than to Authorized End Users, (ii) make any use of the Broadcom Software for which it has not paid, (iii) cause or permit de-compilation, reverse engineering, or otherwise translate or derive source code from all or any portion of the Broadcom Software; (iv) modify, unbundle, enhance or create derivative works of the Broadcom Software and/or Documentation; (v) rent, sell, lease, assign, or transfer the Broadcom Software or use the Broadcom Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the Broadcom Software or Documentation; (vii) claim any rights in the Broadcom Software other than its right to use, (viii) export or use the Broadcom Software in violation of US or other applicable laws and regulations, or (ix) use the Broadcom Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to Broadcom. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services (“**Public Network**”) in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, “International Human Rights Standards”), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers’ needs, Broadcom may collect, use, analyze and retain Customer’s metadata, system topography information, and/or operations data and, in a confidential and anonymous manner,

aggregate such data with similar usage data of other Broadcom customers.

3.4. Audit.

3.4.1. Customer agrees to provide verified reports and records reasonably requested by Broadcom to verify Customer's compliance with the Authorized Use Limitation and License Metric defined in the Transaction Document. These reporting and verification obligations remain in effect during the Term of the Broadcom Offering and for twelve (12) months thereafter. Customer agrees that, upon thirty (30) days' prior written notice, Broadcom or an independent third party may audit Customer's compliance with the Foundation Agreement, Software Module and the Transaction Document, remotely or at Customer's facilities. Customer shall cooperate in good faith with such audit, which Broadcom agrees will be confidential, and commercially reasonable in nature and time. If Customer's self-verification or Broadcom's audit reveals any unpaid or unlicensed use, Broadcom shall provide written notification to Customer and within thirty (30) days of such written notification, Customer shall order at Broadcom's then-current list price, a sufficient number of such Broadcom Offering(s) and any applicable Support to cover its past or current use in excess of the Authorized Use Limitation and License Metric. If an audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, Customer will also reimburse Broadcom for its reasonable audit expenses.

3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to <https://scrt.broadcom.com> within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe machines, wherever located and whether owned or leased by Customer and any Affiliate or any outsourcing partner, including all disaster recovery machines. For Customers running Broadcom mainframe VSE products, Customer shall provide the ISV SCRT for z/VSE report annually on or before each anniversary date via upload to <https://scrt.broadcom.com>. For Customers running Broadcom Mainframe VM products, Customer shall provide a listing of the model, serial number and LPAR names of each CPU located at, or remotely accessing each Customer site to CA annually on or before each anniversary date via upload to <https://scrt.broadcom.com>. Customer shall retain all SMF type 70 and 89 records for twelve (12) months. These reporting and verification obligations remain in effect during the Term and three months thereafter, and upon request up to twelve (12) months thereafter.

3.5. Customer may request licenses to the Software that may be used only to upgrade or replace hardware, change data centers, or upgrade to a newer version of the Software ("**Migration Licenses**"). Customer may only use Migration Licenses for the period granted by Broadcom. Migration Licenses to the Software are provided "AS IS" without indemnification, support, or warranty of any kind, express or implied. Broadcom's aggregate liability (excluding indirect damages, for which Broadcom expressly disclaims all liability) for any claim arising from Customer's use of the Migration Licenses will not exceed \$5,000 USD.

3.6. If the Broadcom Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:

3.6.1. Broadcom grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the Broadcom Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the Broadcom Software, if no such evaluation period is pre-determined ("**Evaluation Term**"). Customer is solely responsible to take appropriate measures to back up its system and take other measures

to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the Broadcom Software and uninstall or destroy all copies of the software. Broadcom shall accept no liability for Customer's use of the Broadcom Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer's evaluation of the software.

- 3.6.2. THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; BROADCOM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER BROADCOM COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. HARDWARE OFFERING AND OBLIGATIONS

- 4.1. The Hardware provided to Customer pursuant to a Transaction Document is to be used only with the Broadcom Software that is pre-installed or delivered for installation. Subject to Customer's compliance with this Agreement, Broadcom permits Customer to use the Hardware solely with the Broadcom Software preinstalled or delivered for installation in support of Customer's internal business operations.
- 4.2. Certain Hardware requires Customer to register a service tag prior to use in the location Customer intends to use the Hardware ("**Geographic Use Location**"). In the event Customer wishes to change Customer's Geographic Use Location, Customer may do so at no additional cost but must contact Broadcom support to re-register the Hardware tag. Any change to the Geographic Use Location and/or any service request that requires Broadcom to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing warranty service entitlements.
- 4.3. Broadcom will provide a replacement unit for any Hardware that fails to operate in accordance to published configuration and technical specifications within the first three (3) business days after installation, provided that such installation must be completed within thirty (30) days from the date of shipment. Failure to operate does not include cosmetic or other defects that do not directly affect the Hardware's performance. Units which fail to operate must be identified as such by either a Broadcom technical support engineer or an authorized Broadcom representative. A new, like-model replacement unit will be shipped using commercially reasonable means to ship the replacement Hardware. Broadcom will aim to ship within five (5) business days from receipt of notification of product failure, subject to product availability. Delivery is dependent on destination and may be impacted by delays in customs that are beyond the control of Broadcom or its carriers. Customer is responsible for reading and complying with the return instructions included with the replacement Hardware. Broadcom shall not be responsible for any software, firmware, information or data provided by Customer or a third party that is contained in, stored on, or integrated with, any hardware component returned to Broadcom for repair or replacement, whether or not under warranty.
- 4.4. If Hardware is provided to Customer for evaluation, Customer will: (i) safeguard and protect the Hardware, (ii) not loan the Hardware to a third-party, (iii) not allow any lien to be imposed upon the Hardware, and (iv) be responsible for any damage to the Hardware beyond normal wear, including replacement cost if the Hardware is stolen or lost.

5. SUPPORT OFFERING

- 5.1. If Support is purchased as set forth within a Transaction Document, Broadcom will provide

Customer with purchased Support in accordance with the guidelines at:
<https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933> (or successor URL).

If a renewal fee for Maintenance is identified on a Transaction Document, then Broadcom may automatically invoice Customer for such renewal unless Broadcom receives not less than thirty

(30) days written notice from Customer prior to the anniversary of the applicable Term that such Maintenance is not desired.

- 5.2. If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.
- 5.3. Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer's Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Broadcom Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Broadcom Software prior to use of such replacement Broadcom Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

6. THIRD PARTY TERMS

- 6.1. In the event that the Broadcom Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at legaldocs.broadcom.com (or successor URL).

7. SOFTWARE PERFORMANCE WARRANTY

- 7.1. For Distributed Software. Broadcom warrants that the Distributed Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Broadcom Software subject to Customer's compliance with the Agreement.
- 7.2. For Mainframe Software. Broadcom warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

8. SOFTWARE PERFORMANCE WARRANTY REMEDY

- 8.1. If Broadcom has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Broadcom to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Broadcom Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a prorata refund of the license fees paid and or Support fees. To Customer or Broadcom Partner (wherefrom the non-compliant Broadcom Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left

remaining on the Term of the applicable Transaction Document or if the Broadcom Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.

- 8.2. Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by Broadcom, (ii) the Broadcom Software is not modified and is being used in accordance with Broadcom Documentation, and (iii) the breach is not attributable in whole or in part to any non-Broadcom product(s) or service(s).

9. HARDWARE PERFORMANCE WARRANTY

- 9.1. Broadcom warrants that the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for twelve (12) months from date of shipment (the "Hardware Warranty Period"). Any third party hardware that is (a) not manufactured by Broadcom; (b) not embedded within the Broadcom Offerings manufactured by Broadcom; or (c) identified as separate items on Broadcom's price list or quotes shall be subject exclusively to the manufacturer's warranty for such third party hardware.

10. HARDWARE PERFORMANCE WARRANTY REMEDY

- 10.1. Upon confirmation of a defect or failure of a Hardware, or component and depending on the then-current Geographic Use Location of the Hardware, Customer's sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Hardware Warranty Period, shall be for Broadcom to arrange for, at its sole option and discretion, to: (i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component, as applicable; (ii) provide onsite repair services for any defective Hardware, or component; or (iii) repair or replace any defective Hardware returned to Broadcom through Broadcom's Returned Merchandise Authorization Services process for Hardware. The instructions on how to submit a request are detailed at <https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933>, (or successor URL). Any repaired parts or components or replacement parts or components provided by Broadcom pursuant to any Hardware warranty service shall be warranted only for ninety (90) days, provided, however, that Customer's warranty for such part or component may become void due to improper installation or other damage to such parts or components. Customer must remove all data from Hardware before returning it to Broadcom. All defective Hardware, or any component thereof, which has been replaced, shall become the property of Broadcom. All defective Hardware, or any component thereof, which has been repaired, shall remain Customer's property. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND BROADCOM'S SOLE AND EXCLUSIVE LIABILITY FOR BROADCOM'S BREACH OF THIS LIMITED WARRANTY.

1. INTRODUCTION

- 1.1. This Module for Software as a Service ("**SaaS Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to SaaS that Broadcom will provide to Customer.
- 1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Authorized Use Limitation**" or "**Meter**" means the limitation on usage of SaaS as measured by the Billing Metric specified in the Transaction Document.
- 2.2. "**Authorized Users**" means Customer, its employees and independent contractors and/or Customer Affiliates or as otherwise defined in the SaaS Listing, that access and use SaaS provided that they are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or Customer Affiliates.
- 2.3. "**Billing Metric**" means the metric for billing SaaS to Customer as defined in the SaaS Listing (e.g., users, transactions, etc.).
- 2.4. "**Customer Data**" means any information uploaded by Authorized Users or Customer authorizes access for processing by Broadcom on behalf of Customer in the course of accessing and using SaaS.
- 2.5. "**Data Center Region**" means a geographic region that is served by one or more hosting facilities for Broadcom SaaS. Broadcom Data Center Regions are set out in the SaaS Listing.
- 2.6. "**Force Majeure Event**" means an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility.
- 2.7. "**Non-Production**" means any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments.
- 2.8. "**Production**" means the "live" environment of SaaS that Customer uses as their primary business environment.
- 2.9. "**SaaS**", "**SaaS Offering**", "**Online Service**", or "**Cloud Service**" means the version of the Broadcom software and/or type of service defined in the Transaction Document and made available to Authorized Users via the Internet.
- 2.10. "**SaaS Listing**" means the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by Broadcom. SaaS Listings may define provisioning and management processes

applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. SaaS listings are available at <https://www.broadcom.com/support/whyca/saas/saas-resources>.

- 2.11. **“SaaS Support”** means support of the SaaS Offering so it operates materially in accordance with the Documentation.
- 2.12. **“Scheduled Downtime”** means planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where Broadcom provides notice to Customer at least 72 hours in advance.
- 2.13. **“Service Level Availability”** or **“SLA”** means the targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities.
- 2.14. **“Security Breach”** means access to Customer Data by an unauthorized person or entity.
- 2.15. **“Subscription Term”** means the initial or renewal period of the subscription to a SaaS Offering as set out in the Transaction Document.
- 2.16. **“Trial Period”** means the period of time that Customer accesses and uses SaaS for evaluation, proof of concept, or trial set out in the Transaction Document. If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use.

3. SAAS OFFERING

- 3.1. Subject to the Customer’s compliance with the Agreement, Broadcom provides Customer a nontransferable and non-exclusive right for Customer and its Authorized Users to access and use SaaS for the Customer’s internal business use during the Subscription Term in accordance with the Agreement.
- 3.2. If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the Trial Period, in accordance with the usage restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer’s right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to Broadcom in writing that all copies or partial copies of any such software have been deleted from Customer’s computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT Broadcom PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

4. FEES

- 4.1. The Authorized Use Limitation and associated fees shall be as set out on the Transaction Document. Customer agrees that the purchase of any SaaS is not contingent on Broadcom providing any future features or functionalities.
- 4.2. For Subscription Terms that are invoiced in advance, Customer may increase the Authorized Use

Limitation or Meter amount at any time, by executing a Transaction Document for additional SaaS. If Customer's current use of a SaaS offering exceeds the Authorized User Limitation or Meter amount shown on Customer's applicable Transaction Document, then Customer, or its delegated Broadcom Partner, must promptly submit a new order for the additional use, which will be invoiced at the then-current rates, or as mutually agreed upon by the Parties, through the current Subscription Term, and the aggregate Authorized Use Limitation or Meter amount will be the basis for any renewal of the Subscription. Broadcom reserves the right to invoice Customer for any additional use, at the then-current rates, if a corresponding order is not promptly received.

5. CUSTOMER DATA

- 5.1. Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data will be stored and processed in the applicable Data Center Region. Broadcom shall not access Customer's user accounts, or Customer Data, except in response to SaaS or technical issues where Customer requests or consents to such access in consultation with Broadcom. Customer acknowledges and agrees that Broadcom may use Customer Data to the extent necessary for the purposes of detecting, blocking, analyzing and reporting cyber-threats in the delivery of any Symantec product family offerings, including, but not limited to, the following purposes: (i) the development of threat intelligence resources aiming at improving the ability of networks and systems to resist unlawful or malicious actions compromising the security of information and services accessible via such networks and systems; and (ii) the development and enhancement of any Broadcom Offerings.
- 5.2. Broadcom will collect, modify and analyze metadata and/or operations data which does not contain any Customer Data, such as system log files, configuration, performance, usage data and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by Broadcom.
- 5.3. Customer may access Customer Data, reports and/or information through SaaS until the end of the Subscription Term. Deletion of Customer Data will occur either (a) after the end of the Subscription Term or (b) as specified in the SaaS Listing. Customer is responsible for ensuring that it has necessary copies of Customer Data prior to expiration or termination.
- 5.4. Customer is responsible for obtaining all approvals and consents required by any third parties to use the SaaS. Broadcom is not in default of its obligations if it cannot provide the SaaS when approvals or consents have not been obtained or any third party otherwise validly prevents Broadcom from providing the SaaS. Customer is responsible for its account information, passwords and other login credentials and must notify Broadcom immediately of any known unauthorized possession or use of your credentials.
- 5.5. In case of a Force Majeure Event, Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.
- 5.6. Customer agrees not to provide any health, payment card, biometric, or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable SaaS Offering and Customer completes the appropriate agreements with Broadcom, if applicable.

6. SECURITY

- 6.1. Broadcom will maintain and administer a security policy with physical and technical safeguards

designed to protect the security, integrity and confidentiality of the Customer Data. Broadcom runs security background checks on all operations staff. Broadcom shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. A copy of Broadcom's audit reports and certifications can be found at <https://www.broadcom.com/support/why-ca/saas/complianceauditreports>.

- 6.2. Broadcom is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation. Customer's ability to recover any lost data resulting from Broadcom's misconduct is limited to restoration by Broadcom from the most recent back-up.
- 6.3. In the event that Broadcom has determined that a Security Breach will or is likely to cause harm to the Customer or an Authorized User, Broadcom will, as promptly as practicable but in no event later than as required by law, provide Customer with notice of the Security Breach. After initial notification, Broadcom will keep Customer updated at periodic intervals on the steps taken by Broadcom to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly following completion of the report. The Parties understand and agree that if Broadcom is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused. In the event of a security risk to a SaaS Offering or its users, Broadcom may suspend Customer's use of that SaaS Offering.

7. SAAS SUPPORT

- 7.1. Customer shall be provided with SaaS Support during the Subscription Term in accordance with the applicable Broadcom Support Policy at <https://support.broadcom.com> or as specified in the applicable SaaS Listing. To access SaaS Support, Customer may utilize the Broadcom support website, or other site or notification mechanism as Broadcom may designate from time to time.
- 7.2. Broadcom, in its sole discretion, will provide Customer as much notification as reasonably possible and will generally aim to provide twelve (12) months' notice of the last date of an Online Service's availability. Broadcom will provide such notification to Customer's then-current business or technical contact, and/or by publication on the applicable administrator portal for the Online Service(s). Once an Online Service is no longer available, Customer will no longer have access to or use of the Online Service.

8. MAINTENANCE AND UPGRADES

- 8.1. Broadcom may make changes or updates to the SaaS, SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.), or SLA that do not materially degrade the deployment and consumption of the SaaS Offering during the Subscription Term including to reflect changes in technology, industry practices, and/or patterns of system use.

9. CUSTOMER RESPONSIBILITIES

- 9.1. Customer is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Customer's environment or installed on third party service provider's environments on behalf of Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.

- 9.2. The SaaS Offerings do not include Customer configurations, nor policies and procedures implemented and set by Customer that are available through the SaaS Offering. Customer acknowledges and agrees that it is solely responsible for selecting its configurations and assuring that the selection conforms to its policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Customer is accessing the SaaS Offering(s).
- 9.3. As Customer may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or Customer Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. Broadcom shall have no responsibility or liability with respect to such third party links used by Customer and/or Customer Affiliates, its Authorized Users or for any act or omission of any such third party provider. Customer must: (a) take appropriate steps to protect Customer Data; (b) notify Broadcom as soon as possible if Customer believes its account has been compromised; and (c) reasonably cooperate with Broadcom to resolve issues related to Customer's use of the Cloud Service.
- 9.4. Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of Broadcom's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.

10. WARRANTY

- 10.1. Broadcom warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not apply.
- 10.2. Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

- 11.1. If it is established that Broadcom has breached the above warranty, Broadcom may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event Broadcom

cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), Broadcom may terminate the subscription to the SaaS and provide a refund to Customer or Broadcom Partner of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

12. SERVICE LEVEL COMMITMENT

- 12.1. The Service Level Availability is measured against reports that Broadcom runs on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact Broadcom to receive SaaS Support.
- 12.2. If it is determined by Customer and confirmed by Broadcom that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.
- 12.3. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting, coding drafted by Customer without Broadcom's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non- Broadcom provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

1. INTRODUCTION

- 1.1. This Module for Services and Education ("**Services Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document, and specifies the terms and conditions which apply to Services and Education that Broadcom will provide to Customer.
- 1.2. This Services Module incorporates by reference the terms of the Foundation Agreement between Broadcom and Customer. Any capitalized terms used in this Services Module shall have the meaning given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Broadcom Intellectual Property**" includes Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party, or (iv) Modifications.
- 2.2. "**Broadcom Personnel**" means employees, sub-contractors or agents on behalf of Broadcom that have entered into confidentiality provisions no less restrictive than defined in the Agreement.
- 2.3. "**Course Materials**" means any Education content provided to Customer in any media pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by Broadcom or a Broadcom subcontractor.
- 2.4. "**Customer Intellectual Property**" means Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Broadcom Intellectual Property.
- 2.5. "**Deliverables**" means Packaged Work Product and/or other items provided to the Customer pursuant to an SOW.
- 2.6. "**Education**" means any standard or customized education offerings, training or instruction, or related services, provided by Broadcom or a Broadcom subcontractor in any format or location, including without limitation, (i) instructor led training, including at Broadcom or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing.
- 2.7. "**Packaged Work Product**" means any Broadcom Intellectual Property developed prior to or during the Services which relates to the functionality of Broadcom Software provided to the Customer as a Deliverable pursuant to a Statement of Work.
- 2.8. "**Project Coordinator**" means the individual appointed by a Party to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other Party in relation to the Services.

- 2.9. **"Services Documentation"** means the documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, Course Materials or installation and user guides, as applicable.
- 2.10. **"Services"** means the professional services or Education services provided by Broadcom or its designated subcontractors to the Customer as set out in the relevant SOW.
- 2.11. **"SOW"** or **"Statement of Work"** means a description of Services to be provided or as referenced in the Transaction Document.

3. SERVICES OFFERING

- 3.1. Broadcom will provide the Services as agreed in an SOW or Transaction Document, on the basis of time and materials, or retainer each of which will be further described in the SOW or Transaction Document.
- 3.2. Broadcom will determine the resources required for the provision of the Services.
- 3.3. Customer may request Broadcom to change any particular Broadcom Personnel assigned to the provision of the Broadcom Services upon prior written notice provided that it can show reasonable cause for such request. Broadcom will use reasonable efforts to replace such Broadcom Personnel subject to parties agreeing any impact within a change order.

4. EDUCATION OFFERING

- 4.1. Broadcom will provide Education as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, fees, the number of attendees and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.

5. COOPERATION

- 5.1. Each Party acknowledges that the success of the Services requires the cooperation of both Parties. Customer and Broadcom shall each assign, where appropriate, a Project Coordinator that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.
- 5.2. Customer acknowledges and agrees that in order for Broadcom to effectively perform the Services in a timely manner, Customer will cooperate with Broadcom by making available on a timely basis (i) management decisions, information, approvals and acceptances required by Broadcom for the completion of the Services; (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply Broadcom Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.
- 5.3. Each Party agrees to assign competent and qualified staff to participate in the performance of the Services.
- 5.4. During the provision of Services and for six (6) months thereafter, Customer shall not actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of Broadcom associated with the performance of Services without the prior written consent of Broadcom. This

provision shall not restrict in any way the right of Customer to solicit generally in the media for required personnel, and shall not restrict employees, contractors, or representatives of Broadcom from pursuing on their own initiative employment opportunities from or with Customer. The parties agree that violation of this provision will subject the violating party to liquidated damages consisting of an amount equal to three (3) months' salary for each hired employee solicited in contravention of this section.

6. FEES AND EXPENSES

- 6.1. Customer will pay to Broadcom the fees, expenses and other charges as provided for and approved pursuant to the Transaction Document and such expenses shall be in accordance with Broadcom's expenses policy.
- 6.2. The Services are to implement the pre-existing features and functions of Broadcom Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the Broadcom Software. Payment of license fees and/or Support fees for Broadcom Software is not contingent upon Customer receiving the Services.
- 6.3. Partners. If the Broadcom Offering was ordered through a Broadcom Partner or a Broadcom Partner's reseller, Section 6.1 shall not apply.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Customer.
- 7.2. Broadcom shall retain all rights in and to all Broadcom Intellectual Property and such rights shall remain vested in Broadcom.
- 7.3. If information or materials are used by a Party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other Party.
- 7.4. Customer shall have the right to modify or adapt the Deliverables excluding any Packaged Work Product as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by Broadcom and its licensors or subcontractors.
- 7.5. Broadcom grants to Customer, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with Broadcom Offering then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such Broadcom Offering.

8. WARRANTY

- 8.1. Broadcom warrants that (i) it will perform the Services and Education as detailed in the applicable SOW; and (ii) any Deliverable provided pursuant to a Transaction Document will conform to the Services Documentation for thirty (30) days from the day of delivery.
- 8.2. Customer shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to Broadcom

then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.

9. WARRANTY REMEDY

- 9.1. In the event of a breach by Broadcom of the above Warranty section, Customer's remedy, at Broadcom's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid to Customer (or Broadcom Partner), which correspond to the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation. To the maximum extent permitted by applicable law, the above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

10. CHANGE REQUEST, CANCELLING, AND RESCHEDULING

- 10.1. Upon request by Customer or Broadcom, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.
- 10.2. Customer must provide written notice at least 10 business days prior to the start of the Services to reschedule or cancel a SOW. If Customer reschedules or cancels a SOW, Customer must pay all non-refundable expenses incurred by Broadcom.

TOWN OF JUPITER
Approval to issue a PO to WGI, Inc. for construction phase services



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Mike Hoffmann, Senior Director, Community Services
SUBJECT	Seeking approval for a Purchase Order (PO) to WGI, Inc. for construction phase services related to the playground and restroom construction at Maplewood Park, Jupiter Community Park, and Indian Creek Park, for an amount not to exceed \$128,616.16 in accordance with Contract EPW 2016-12D.

EXECUTIVE SUMMARY

Staff is seeking approval to issue a Purchase Order (PO) to WGI, Inc., for construction phase services associated with the playground and restroom improvements at Maplewood Park, Jupiter Community Park, and Indian Creek Park, for a total amount of \$128,616.16. Services shall be billed on an hourly, not-to-exceed basis in accordance with Contract EPW 2016-12D.

ANALYSIS

The Town of Jupiter has entered into construction contracts for the renovation and replacement of playgrounds and related amenities at three (3) parks: Maplewood Park, Jupiter Community Park, and Indian Creek Park. WGI, Inc. currently holds a continuing services agreement with the Town through Contract EPW 2016-12D and is the engineer of record for these projects. Under this agreement, the Town may engage WGI for professional services on an as-needed basis.

This proposal includes construction administration services from WGI's Landscape Architecture, Civil Engineering, MEP, and Structural Engineering divisions to support the construction phase of the three projects. The scope includes site inspections, shop drawings, submittal reviews, responses to contractor RFIs, pay application reviews, substantial and final inspections, and related services.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. WGI - Construction Phase Services Proposal

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$128,616.16

Sources:
Sources: General Fund
Reserve

For more information or copies of the attachments, please contact Mike Hoffmann at
MikeH@jupiter.fl.us or 561-741-2471.



Revised March 18, 2025
 Mike Hoffman
 Senior Director of Community Services
 Town of Jupiter
 200 Military Trail
 Jupiter, Florida 33458

MikeH@jupiter.fl.us

Re: Contract EPW 2016-12D
 Indian Creek Park New Playground and Restroom Construction Administration Services

Dear Mike Hoffman,

WGI, Inc. (WGI) is pleased to provide this proposal to the Town of Jupiter (CLIENT) for consultant design services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, dated April 5, 2016, and amended on March 16, 2021.

Scope of services

PROJECT UNDERSTANDING

The Town of Jupiter has requested construction administration services for Maplewood Park Playground, Jupiter Community Park Playground, and Indian Creek Park Phase 1 improvements per the 100% Construction Documents dated February 7, 2025. The scope of services and fees are included below. For the purposes of this proposal, it is assumed the construction phase will not exceed nine (9) months. If the construction period extends beyond the nine (9) month duration, an amendment to the contract for additional services will be required.

LANDSCAPE ARCHITECTURE SERVICES

I. Representation and Construction Administration

Hourly Not To Exceed \$65,013.96

WGI will provide the following services for the three (3) parks outlined in the project understanding:

1. Respond to building department permit comments and update drawings for up to two (2) resubmittals;
2. Attend up to three (3) virtual pre-construction meetings with contractor and CLIENT, one (1) meeting for each park;
3. Provide representation at weekly on-site OAC meetings for Maplewood, Jupiter Community, and Indian Creek Park Playgrounds for a duration of four (4) weeks, to include a total of up to four (4) meetings. Scope provides a total of sixteen (16) hours over a duration of four (4) weeks. Each weekly meeting shall review all three parks consecutively during the same weekly OAC meeting.
4. Provide representation at bi-weekly on-site OAC meetings for Maplewood, Jupiter Community, and Indian Creek Park Playgrounds for a duration of thirty-two (32) weeks, to include a total of sixteen (16) meetings. Scope provides a total of sixty-four (64) hours over a duration of thirty-

- two (32) weeks. Each bi-weekly meeting shall review all three parks consecutively during the same weekly OAC meeting.
5. Preparation of up to thirty (30) field reports based on field observations, includes up to ten (10) field reports per park;
 6. Review submittals and shop drawings from the Contractor;
 7. Respond to Contractor's Request for Information (RFI's);
 8. Review and approve monthly pay applications for each park for a duration of nine (9) months;
 9. Attend one (1) substantial completion walk-through with CLIENT per park;
 10. Prepare punch list of items to be completed before final inspection and acceptance per park;
 11. Perform one (1) final walkthrough of completed construction per park; and
 12. Provide letter of completion for each park.

CIVIL ENGINEERING SERVICES

II. Representation and Construction Administration

Hourly Not To Exceed \$24,388.26

WGI will provide the following civil engineering construction phase services for the three (3) parks outlined in the project understanding:

1. Attend up to three (3) virtual pre-construction meetings with Owner and Contractor one (1) meeting for each park;
2. Attend up to six (6) construction progress site meetings with CLIENT and Contractor through the construction process. It is anticipated that all three parks will be discussed consecutively during one (1) construction/OAC meeting;
3. Review submittals and shop drawings from the Contractor;
4. Perform up to thirty (30) field observations of construction for the work included in the civil engineering plans to ensure work is completed in substantial accordance with the approved and permitted plans and specifications. Scope of work includes field observation for all three parks;
5. Respond to Contractor's Request for Information (RFI's);
6. Review, coordinate and submit as-built drawings prepared by the Contractor's Professional Surveyor registered in the State of Florida to various permitting agencies for approval;
7. Attend substantial completion, preparation of deficiency checklist, and final completion field reviews with Owner and Contractor upon the completion of the work outlined in the substantial completion checklist. Scope of work is based on two (2) field reviews for each park and;
8. Submit construction certification packages.

MEP SERVICES

III. Representation and Construction Administration

Hourly Not To Exceed \$14,385.00

WGI will provide the following mechanical, electrical, and plumbing engineering construction phase services for Indian Creek Park only:

1. Respond to building department permit comments and update drawings for up to two (2) resubmittals;
2. Attend one (1) pre-construction virtual meeting with CLIENT and Contractor;

3. Attend up to two (2) construction progress meetings with the CLIENT and Contractor through the construction process via teleconference;
4. Review shop drawings and product submittals from the Contractor;
5. Perform one (1) field observation during construction plus travel;
6. Respond to the Contractor's Request for Information (RFI);
7. Perform one (1) substantial observation plus travel. Prepare deficiency checklist, and the Contractor to provide evidence /pictures upon the completion of the work outlined in the substantial completion checklist.

STRUCTURAL ENGINEERING SERVICES

IV. Construction Observation

Hourly Not To Exceed \$24,828.94

WGI will provide the following structural engineering construction phase services for Indian Creek Park Restroom only, proposed playground is not included within the following scope:

Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

The construction services will consist of:

1. Sign and seal maximum of two (2) sets of plans for the contractor's use in obtaining the building permit.
2. Attend virtual preconstruction meeting and up to sixteen (6) monthly progress meetings;
3. Review shop drawings, O&M manuals, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Concrete mix designs
 - ii. Masonry materials and accessories
 - iii. Steel reinforcement
 - iv. Wood trusses, plywood, materials and accessories
 - v. Structural steel
 - vi. Roof, door and window NOA review and verification that required design pressures are met.
4. Provide interpretation of plans and specifications. Assist with review of contractor's proposals for any changes of work;

5. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements. Ten (10) Site Visits have been programmed;
6. Participate in Substantial Completion and Final Completion walk-throughs for the project. Provide CLIENT assistance in generating Punch List items for the project;
7. Provide project certifications of the observed portions and components of the work; and
8. Prepare Record Drawings for the project based on red-lined drawings provided by the Contractor. One (1) hard copy and one (1) electronic copy (PDF and AutoCAD versions) of Record Drawings shall be provided to the CLIENT.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT.
2. Scope of work does not include surveys, relocation of listed species, tree removal permitting, or bidding phase services. Should these tasks be required, a separate work authorization will be provided;
3. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting agencies not due to WGI's work will require a separate proposal;
5. The projects will be constructed and permitted under one phase, phasing of plans will require an amendment to this contract;
6. Construction phase for all three parks shall not exceed nine (9) months;
7. CLIENT will have one (1) field supervisor to coordinate construction concurrently for all three parks; and
8. Site visits for construction administration are based on a budget of hours outlined per discipline within the scope of services. Additional time for site visits will require a separate proposal.

We appreciate the opportunity to be of service to Town of Jupiter. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work.

Respectfully submitted,
WGI, Inc.



Brett Oldford, PE
VP, Civil Engineering

Town of Jupiter
03/18/25
Page 5 of 6

Town of Jupiter Parks							
Landscape Architecture CA Services							
By:	Kirsten Siegel						
		\$ 180.06	\$ 120.45				
		Project Manager	Senior Landscape Architect		Expenses	FEE	TOTAL
TASK DESCRIPTION							
Task	Project Manager CA Services						
1	Permit Resubmittals	30	30		0	9,015.30	9,015.30
2	Attend virtual pre-construction meeting	3			0	540.18	540.18
3	Attend Construction OAC meetings (20 total)	80			0	14,404.80	14,404.80
4	Preparation of field reports	60			0	10,803.60	10,803.60
5	Review submittals and shop drawings	24			0	4,321.44	4,321.44
6	Review and respond to RFI's	24			0	4,321.44	4,321.44
7	Monthly Pay Application Review	27			0	4,861.62	4,861.62
8	Project Management/ Design Team Coordination	45			0	8,102.70	8,102.70
9	Attend substantial completion walk-through	12			0	2,160.72	2,160.72
10	Preparation of punch list	18			0	3,241.08	3,241.08
11	Attend final completion walk-through	12			0	2,160.72	2,160.72
12	Prepare and coordinate letters of completion	6			0	1,080.36	1,080.36
SUBTOTAL HOURS		341	30				
SUBTOTAL FEE		\$61,400.46	\$ 3,613.50		\$ -	65,013.96	65,013.96
Grand Total							\$65,013.96

Town of Jupiter Parks							
Civil Engineering CA Services							
By:	Chris Holmes						
		\$ 180.06	\$ 141.24				
		Sr. Civil Engineer (PE)	Project Engineer		Expenses	FEE	TOTAL
TASK DESCRIPTION							
Task	Civil Engineering CA Services						
1	Attend pre-construction meeting	3			0	540.18	540.18
2	Attend construction progress meetings (6 total)		18		0	2,542.32	2,542.32
3	Review submittals	4	8		0	1,850.16	1,850.16
4	Attend site visits (30 total)		90		0	12,711.60	12,711.60
5	Review and respond to RFI's	4	8		0	1,850.16	1,850.16
6	As-built review and coordination	3	6		0	1,387.62	1,387.62
7	Attend substantial and final completion walk-throughs		18		0	2,542.32	2,542.32
8	Prepare and coordinate certifications	3	3		0	963.90	963.90
SUBTOTAL HOURS		17	151				
SUBTOTAL FEE		\$3,061.02	\$21,327.24		\$ -	24,388.26	24,388.26
Grand Total							\$24,388.26

[illegible]

TOWN OF JUPITER
1352 S. US One Site plan application



DATE	April 1, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	1352 S. US Highway One - Site plan application to construct a four-story medical office building on a 1.35+/- acre located at 1352 S. US Highway One.

EXECUTIVE SUMMARY

Consideration of a site plan application to construct a four-story 15,995 sf medical office building.

The Town Attorney has reviewed the attached Resolution and finds it to be in acceptable form.

ANALYSIS

Prior to the Planning and Zoning Commission meeting, staff received a letter from Steve Cohen of the Board of Directors of the adjacent Water Pointe development regarding concerns with cross access and the landscape screening of the proposed building. Craig Rubinstein (representing Water Pointe) spoke during public comments about these issues. The Planning and Zoning Commission's recommendation of approval included a request that staff meet with both owners regarding the cross access.

Since the Planning and Zoning meeting, Staff met with the applicant's agent and Mr. Cohen to discuss the cross access between the two developments. Prior to the meeting, both parties agreed to provide emergency only cross access with a railroad crossing style gate dividing the two developments. Staff noted that emergency access is not consistent with the condition of approval for Water Pointe to provide bi-directional cross access between properties when the subject property came in to redevelop, nor is it consistent with the connectivity policies in the Comprehensive Plan outlined in the staff report. Staff identified three potential options for the Town Council to consider:

- 1) approve Condition 6(d) as drafted in the resolution (Attachment 1) for unlimited bi-directional cross access consistent with the location identified on the approved site plan for Water Pointe, the recorded plat for Water Pointe, and the connectivity policies in the Comprehensive Plan;
- 2) modify Condition 6(d) to limit the cross access to emergency access only and require the applicant to submit details of a proposed emergency gate that is architecturally compatible with the residential development; or
- 3) delete Condition 6(d) to not require cross access.

Mr. Cohen submitted a second letter (Attachment D in the Staff Report) further elaborating on their concerns with the proposed bi-directional cross access and landscape screening between the two properties.

Intervener Request: In the second letter, Mr. Cohen requested to be an intervener. Staff

provided responses to the letter in the staff report under the Staff Update and in the Analysis section.

PLANNING AND ZONING RECOMMENDATION:

At their February 11th meeting, the Planning and Zoning Commission, recommended **approval** (by a 7-0 vote) of the application subject to all the conditions of approval with the exception of the second access point, which should be worked through with staff and both owners.

STRATEGIC PRIORITY

- Manage Growth

ATTACHMENTS

1. Resolution 23-25
2. Staff report and attachments
3. Plans
4. Applicant's presentation

FUNDING SOURCE

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact Peter Meyer at peterm@jupiter.fl.us or 561-741-2691.

RESOLUTION NO. 23-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, APPROVING A SITE PLAN AND AUTHORIZING THE CONSTRUCTION OF A MEDICAL OFFICE BUILDING, ON A 1.35 ± ACRE PROPERTY, LOCATED AT 1352 S. US HIGHWAY ONE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jupiter Land LLC is the owner ("the Owner") of approximately 1.35± acres of property ("the subject property"); and,

WHEREAS, the legal description of the subject property is attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the subject property's address is 1352 S. US Highway One; and,

WHEREAS, Cotleur & Hearing ("the Agent") has submitted an application for a site plan to authorize the construction of a four-story 15,995 square foot medical office building upon the subject property ("the Application"); and,

WHEREAS, the Planning and Zoning Commission reviewed the Application, conducted a public hearing to consider it and has presented its recommendations to the Town Council; and,

WHEREAS, the Town Council has conducted a quasi-judicial hearing to consider the Application; and,

WHEREAS, at its hearing the Town Council considered the evidence presented to it by the staff of the Department of Planning and Zoning, the Agent and Owner, and other interested parties and members of the public, regarding the Application's consistency with the Town's Comprehensive Plan and whether the Application meets the Land Development Regulations of the Town Code; and,

WHEREAS, the Town Council has determined that the conditions which are incorporated into Section 3 are necessary for the Application to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations.

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

Section 1. The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Council.

Section 2. The Town Council hereby approves a site plan authorizing the construction of a four-story 15,995 square foot medical office building on the subject property.

Section 3. The Owner and its successors or assigns shall comply with and maintain the following conditions:

- 1) The Owner shall install and maintain all improvements in compliance with the following:
 - a) Site Plan and details, prepared by Cotleur & Hearing, referenced as "Sheets 1 of 2 and 2 of 2", dated 01/22/25, received and dated by the Department of Planning and Zoning on 01/27/25.
 - b) Landscape Plan and details, prepared by Cotleur & Hearing, referenced as "Sheets 1 of 2 and 2 of 2", dated 02/17/25, received and dated by the Department of Planning and Zoning on 03/17/25.
 - c) Floor Plans, Mechanical Roof Plan, Elevations, Materials and Finishes, prepared by BLOC 3 Design, referenced as "A0.0, A0.1, SP1.1, A1.1, A1.2, A1.3, A3.1,

- 61 A4.1, A4.2, A5.1, and A11.1”, dated 01/21/25, received and dated by the
62 Department of Planning and Zoning on 01/23/25.
- 63 d) Renderings, prepared by BLOC 3 Design, referenced as “A5.2 and A5.3”, dated
64 01/17/25, received and dated by the Department of Planning and Zoning on
65 01/23/25.
- 66 e) Statement of Use, prepared by Cotleur & Hearing, dated 01/23/25, received and
67 dated by the Department of Planning and Zoning on 01/23/25.
- 68 f) Traffic Statement, prepared by Simmons & White, dated 10/28/24, received and
69 dated by the Department of Planning and Zoning on 10/31/24.
- 70 2) The uses conducted on the subject property shall be consistent with the Statement of
71 Use, dated 01/23/25, received and received by the Department of Planning and Zoning
72 on 01/23/25.
- 73 3) Any revisions to the Site Plan, Statement of Use, or other details submitted as part of the
74 Application, including but not limited to the location of the proposed improvements or
75 additional, revised or deleted colors, materials, or structures, or changes to how the use
76 operates, shall be submitted to the Department of Planning and Zoning (the Department)
77 and shall be subject to its review and approval.
- 78 4) **Landscape Plan.** Upon the submission of the final plans and prior to the issuance of
79 any development permits, the Owner shall revise the landscape plan to:
- 80 a) Expand the width of the meandering landscape beds, which are located on the
81 east side of the subject property within the right-of-way, so that it is extended
82 closer to the edge of pavement and results in the reduction of the overall amount
83 of sod areas by a minimum of 50 percent.
- 84 b) Replace the proposed Wild Coffee vegetation along the northwest corner of the
85 subject property with Saw Palmetto.

- 86 5) **Scenic Corridor.** Prior to the issuance of any development permits, the Owner shall
87 coordinate with all existing utility providers that have installed overhead utility lines or
88 cables along the US 1 frontage, so that these facilities are relocated underground along
89 the US Highway 1 frontage. All utility lines or cables shall be installed underground prior
90 to the issuance of the Certificate of Occupancy.
- 91 6) **Engineering.** Upon the submission of the final plans, and prior to the issuance of any
92 development permits, the Owner shall submit to the following to the Department:
- 93 a) A proposed "Scenic Corridor Easement and US Highway1 Right-of-way
94 Maintenance Agreement" (The Agreement), which shall be subject to the review
95 and approval of the Town Engineer and the Town Attorney. The Agreement shall
96 provide that the Owner is perpetually responsible for the construction, operation
97 and maintenance of improvements within the Scenic Corridor Easement and the
98 western US Highway 1 road shoulder areas within or abutting the subject
99 property's US 1 frontage. The maintenance for which the Owner is responsible
100 shall include, but is not limited to, the access road/drive turnout, sidewalk,
101 benches, trash receptacles, bike racks, sod, plantings/vegetation, irrigation, and
102 fencing, and shall include periodic pressure washing, trash pick-up and disposal,
103 fertilization, insect treatments, weed control and similar responsibilities. Existing
104 or future utility facilities within the easement limits shall not be the maintenance
105 responsibility of the Owner. The Agreement shall be finalized, and executed by
106 the Owner prior to 60 days after issuance of first development permit. Once
107 approved by the Town, the Town shall be responsible for the recordation of the
108 Agreement in the public records of Palm Beach County.
- 109 b) A proposed Riverwalk Maintenance Agreement (Riverwalk Agreement), shall be
110 prepared and submitted to the Town for its review and approval. The Riverwalk

Agreement is subject to the review and approval of Palm Beach County Environmental Resource Management the Town Engineer and the Town Attorney. The Riverwalk Agreement shall provide that the Owner is perpetually responsible for the construction, operation and maintenance of the Riverwalk easement, and the amenities/facilities directly abutting the Riverwalk. The amenities/facilities include, but are not limited to, benches, trash receptacles, bike racks, bollard lighting system, concrete sidewalk, sod, plantings/vegetation, fencing and railing, irrigation. The Riverwalk Agreement shall also provide that the Owner is responsible for maintenance, including, pressure washing, trash pick up and disposal, and weed control. The Riverwalk Agreement shall be finalized, and executed by the Owner prior to the issuance of first development permit. Once approved by the Town, the Town will record the agreement in the public records of Palm Beach County.

c) A ten foot wide, or greater Utility Easement along US Highway 1 which is sufficient for placing the existing overhead utilities underground. The Utility Easement shall be subject to the review and approval of the Town Engineer and the Town Attorney. The Owner shall record the easement prior to the issuance of a Certificate of Occupancy and return a copy of the recorded easement to the Department.

d) A proposed Cross Access Easement showing a bi-directional connection from the subject property's driveway at US Highway 1, connecting to the subject property's northern property line adjacent to the driveway of the Water Pointe development, and depict it on the site plan. The Cross Access Easement which is depicted on the subject property shall be subject to the review and approval of the Town Attorney and Town Engineer.

e) Prior to the issuance of a certificate of completion for the proposed medical office use, the Owner shall submit to the Department copies of all of the recorded easements.

7) **Architecture.** Upon the submission of the final plans, and prior to the issuance of any development permits, the Owner shall submit to the Department a Management Agreement for the proposed living wall system to ensure that the living wall system is routinely monitored and is kept in good repair and to ensure that it is visually appealing. The Owner shall replace any dead plant material. The Management Agreement shall be subject to the review and approval of the Natural Resources Coordinator.

8) **Signage.**

a) Prior to issuance of any development permits, the Owner shall remove the existing monument sign.

b) The new monument sign shall not exceed seven feet in height.

c) The Owner shall revise the elevations to reduce the height of the wall sign which is shown on the east elevation so that the top of the sign does not exceed 25 feet and is incorporated into the architecture of the building.

9) **Workforce Housing Linkage Fee.** Prior to the issuance of any development permits for the proposed building, the Owner shall pay a linkage fee of \$11,990 to the Town to be placed in the Town's housing trust fund.

10) **Miscellaneous.** The placement of any type of vending machines or units which dispense food, beverages, candy, merchandise, products, goods, handbills, or advertising magazines on the exterior portions of the subject property within public view, is prohibited.

11) The conditions of approval herein shall apply to the Owner and its successors and assigns

161 **Section 4.** Should any section or provision of this resolution, or any portion thereof,
162 and paragraph, sentence, or word, ever be declared by a court of competent jurisdiction to be
163 invalid, such decision shall not affect the validity of the remaining portion of this resolution.

164 **Section 5.** This resolution shall become effective upon its execution.

165 Attachments: Exhibit "A" – Legal Description

166

167 #6032993 v1 26503-00001

Legal Description

That portion of government lot 3, section 8, township 41 south, range 43 east, lying west of the westerly right of way line of state road #5 (U.S. Highway One) less north 637.1 feet thereof and less also the south 549.1 feet thereof.

Said land situate in the Town of Jupiter, Palm Beach County, Florida and containing 1.35 acres, more or less.

Subject to easements, restriction, reservations, covenants, and rights-of-way of record.

**Town of Jupiter Staff Report for 1352 S. US1
TOWN MANAGER'S OFFICE**



DATE: April 1, 2025
TO: Honorable Mayor and Members of Town Council
THRU: Frank J. Kitzerow, Town Manager
FROM: John Sickler, Director of Planning and Zoning
SUBJECT: **1352 S. US1** – Site plan application to construct a four-story medical office building, on a 1.35± acre property located at 1352 S. US Highway One.

Res. #23-25	P&Z Commission:	2/11/25
PZ 24-5894	Town Council (quasi-judicial):	4/01/25
P. Meyer		

Project Information

Project Name:	1352 S US Highway 1
Owner/Applicant:	Jupiter Land LLC (Robert S Fishel, MD)
Agent:	Cotleur & Hearing
Location:	1352 S. US Highway 1
Acreage:	1.35 ± acres
Future Land use designation:	Commercial within the Mixed Use Residential sector of the U.S. Highway One/Intracoastal Waterway Corridor
Zoning:	U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR)
Existing use:	Restaurant (Closed)
Proposed uses:	Medical office
Request:	- Demolish existing vacant restaurant building and remove existing monument sign. - Site plan application to construct a four-story building with 15,995 sf of medial office that includes under building parking (see Attachment A).

Application Issues

The applicant has no issues; however, a representative of the Water Pointe property (abutting the north side of the subject property), Steve Cohen of their Board of Directors, does have issues and requested to be an intervenor (see Attachment D). Pursuant to Section 2-2 of the Town Code, an intervenor has the opportunity to present evidence, bring forth witnesses and ask questions of or cross-examine any other party or witnesses within the same timeframes allowed for the applicant and staff. Addition details are provided below in the Staff Update and Analysis.

Staff Update (March 25, 2025)

- The applicant completed the demolition of the existing restaurant building.

- Prior to the Planning and Zoning Commission meeting, Mr. Cohen sent a letter with concerns on cross access and landscape screening (see Attachment C). Craig Rubinstein (representing Water Pointe) spoke during the Planning and Zoning Commission about these issues.
- On February 27, 2025, staff received a second letter from Mr. Cohen, which elaborates on the concerns with cross access between the properties and the landscape screening along north property line and also requested to intervene (see Attachment D).
- See analysis related to cross access under Engineering section and analysis related to landscape under the landscape section:

Planning and Zoning Recommendation

At their February 11th meeting, the Planning and Zoning Commission, recommended **approval** (by a 7-0 vote) of the application subject to all the conditions of approval with exception of the second access point, which should be worked through with staff and both owners.

Staff comment: On Feb 24, 2025, as requested by the Planning and Zoning Commission's recommendation, Town staff met with the applicant's agent and Mr. Cohen to discuss the cross access between the two developments. Both parties had previously discussed the issue and agreed to adding a gate at the cross access drive to limit the cross access for emergency access only with a railroad crossing style gate. Staff notes that limiting the use of cross access drive is not consistent with Comprehensive Plan Transportation Element Policies 3.2.5 and 3.2.6 to provide vehicular connectivity between developments within the Mixed Use Residential Sector of the US1/ICW corridor. Limiting the vehicular access negates the purpose for which it is intended. In addition, the proposed railroad crossing type of gate is not in character with the developments.

Staff Compliance Review Summary

Staff reviewed the applicant's request (see Attachment A – Statement of Use) and determined the application is in consistent with the Comprehensive Plan and Town Code, subject to the conditions recommended in **Resolution 23-25**.

Project Data

Pertinent site plan data and information in reference to the application is listed below:

Table 1: Adjacent Properties

Direction	Existing Land Uses	Future Land Use Zoning Districts
North	Multi-family residential (Water Pointe)	Mixed-Use / U.S. Highway One/Intracoastal Waterway Corridor District (ICW)– Mixed Use Residential (US1/ICW-MXR)
South	Multi-family residential (Tierra Del Sol) and Jupiter Ridge Natural Area	Mixed-Use / U.S. Highway One/ICW US1/ICW-MXR and Conservation / Conservation Preservation (CP)
East	Multi-family residential (Jupiter Ocean and Racquet Club)	High Density Residential / R-3, Residential, Limited multi-family
West	Jupiter Ridge Natural Area	Conservation / Conservation Preservation (CP)

Table 2: Site Plan

	Mixed Use Residential Subdistrict (US1/ICW-MXR)	Owner's proposal
Lot area (minimum)	10,000.0 square feet	58,806 sf (1.35 ac)
Lot width (minimum)	75.0 feet	182.4 feet
Lot depth (minimum)	100.0 feet	333.0 feet
Front setback (U.S. Highway One) minimum	40.0 feet	80 feet
Rear setback (Riverwalk) minimum	30.0 feet	55 feet
Side setback (North) minimum	20 feet	56.9 feet
Side setback (South) minimum	20 feet	63.3 feet
Lot coverage (maximum)	35.0 percent	13.79 percent
Building Height (maximum)	35.0 feet (max average building height)	35.0 feet average with a flat roof
Open space (minimum)	15%	37.80%
Green space (minimum)	Not required	34.51%

Table 3: Landscaping

	Minimum requirements	Owner's proposal
Perimeter trees (quantity)	70	70
Foundation Perimeter Planting (Linear Feet)	159 LF	163 LF
Foundation Perimeter Planting (Square footage)	1493 SF	1502 SF
Native trees, shrubs, and groundcovers	50%	82% shade trees 96% palms 78% shrubs and groundcovers

Table 4: Traffic (Attachment B)

Traffic Performance Standards (TPS)	Vested trips	Owner's proposal
Satisfies Town of Jupiter TPS		Yes
Satisfies Palm Beach County TPS		Yes
Average daily trips	435	86
AM peak hour trips	39	6
PM peak hour trips	36	21

Table 5: Parking

Parking requirements	Required	Provided
Standard Space	80	80
Handicapped parking spaces	4	4
Total	80	80

Table 6: Signage

	Max. requirements per Section 27-1493	Applicant's proposal
Freestanding sign	1	1
Sign area	60 sf maximum	31 sf
Sign height	12 ft maximum	7 ft ¹
Sign setback	5 ft minimum	10 ft

¹ A condition of approval has been recommended to limit the sign height to 7 feet to ensure that the signage is maintained at that height in the future

Building ID Wall signs	2	2
Primary (east)	60 sf	28 sf
Secondary (north)	60 sf	28 sf

Table 7: Stormwater Management

Minimum Requirements	Owner Proposal
Satisfies Town of Jupiter Requirements	Yes

Table 8: Pedestrian Amenities

	Required	Provided
Bicycle Rack	1	2
Bench	1	2
Trash receptacle	1	2

Background

The subject property is currently occupied by a vacant building that was constructed in 1988 which was last used as a restaurant formerly known as Cabo Flats. The existing structure is proposed to be demolished as part of this application. The subject property abuts the Riverwalk to the west, which was constructed on Palm Beach County's Jupiter Ridge Natural Area approximately 20 years ago.

On December 17, 2024, the Town Council approved the rezoning of this property from Commercial Office (C-3) to U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR).

Analysis

This section analyzes the land development regulations and notes the application's inability or ability to satisfy all applicable development provisions of the Town Code and Comprehensive Land Use Plan (CLUP). The analysis is as follows:

Comprehensive Land Use Plan (CLUP) Consistency. The proposed development is consistent with the Comprehensive Plan. The subject site is consistent with the Town's objectives and policies for Commercial future land use designation.

- Future Land Use Element, Policy 1.11.2 requires a 50' buffer (21' located within the right-of-way and 29' located on adjacent properties) containing a pedestrian and bicycle path to be located within the right-of-way. The applicant proposes a 29' buffer on the subject property but only provides approximately 15' 11" of buffer within right-of-way due to an existing right turn lane. The same condition occurred with the Water Pointe project to the north that was encumbered by an existing right turn lane.
- Transportation Element, Policies 3.2.5 and 3.2.6 support connectivity to alleviate roadway congestion and provide better overall pedestrian and vehicular connectivity between individual developments. The applicant is proposing a cross access drive to the property to the Water Pointe development.

Zoning District consistency. The proposed development is consistent with the U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict (US1/ICW-MXR). The proposed medical office use is a permitted use within this zoning district. Pursuant to

Section 27-1488 (c) “developments that are less than five acres may be developed as 100 percent commercial as defined within the regulations for this subdistrict. The subject property meets this section since it is 1.35 ± acres.

Site Plan. The proposal is generally in conformance with the requirements of Chapter 27, entitled “Zoning”.

- The applicant is proposing to construct the required vehicular cross access with the adjacent Water Pointe development (under construction) to the north which provided a cross access easement up to the common property line as part of their development approval (see **Engineering** section below). The Comprehensive Plan (Transportation Element policies 3.2.5 and 3.2.6) supports connectivity to alleviate roadway congestion and provide better overall pedestrian and vehicular connectivity between individual developments throughout the Town. The Town's Traffic Engineer also reviewed the benefit of the cross access drive and recommends the drive be included.
- The applicant proposes to locate a 12 x 30 foot loading area on the north side of the building in a one-way drive aisle. Pursuant to Section 27-2833 (Table 2) one 12 x 30 foot loading area is required for an office building with 10,001 to 99,999 gross square feet. The applicant has reduced the conflict with blocking in vehicles parked north of the loading area by; striping the loading area as 10 x 30 feet, designate the two parking spaces on north side of loading space for employee parking, and widen the one-way drive 19' 7 ½" to accommodate the loading space and provide a 9' 7 ½" clear path for vehicles to pass by any truck actively loading and/or unloading.

Scenic Corridor. The proposed development's site plan is not in conformance with the requirements of Chapter 27-1487, entitled “Scenic Corridor component”

- The applicant proposes a scenic corridor which is approximately 45' wide in total that includes a ten-foot multi-purpose path and a 34' 11" wide landscape buffer. Pursuant to Section 27-1487(a) the purpose and intent is to provide a minimum 50-foot-wide pedestrian and landscape corridor with a minimum ten-foot multi-purpose path and a 40-foot landscape buffer. However, the applicant was not able to provide the minimum 50' in width due to the existing right turn lane similar to the adjacent Water Pointe development to the north.
- The applicant proposes a considerable amount of sod within the scenic corridor. The purpose and intent of the scenic corridor is to landscape buffer consisting of installed or preserved coastal scrub vegetation that creates a consistent landscape theme along U.S One. Since the width of the Scenic Corridor will be five feet less than the required due to the existing turn lane, staff recommends a condition of approval to provide a similar amount of plant material and less sod. Therefore, staff recommends a condition **to expand the size of meandering landscape beds, located on the east side of the subject property and within the right-of-way, to be widened to extend closer to the edge of pavement to reduce the overall amount of sod area by a minimum of 50%.**
- The applicant proposes to underground the existing utility lines. Pursuant to Section 27-1490, entitled “Supplemental regulations for the U.S. One/Intracoastal Waterway Corridor Zoning District (US1/ICW)” all electric distribution lines and other utility (i.e. telephone, cable, internet, etc.) must be placed underground for all new development and redevelopment”. Staff notes that Tierra Del Sol to the south undergrounded the distribution lines and the Waterpoint to the north is in the process of having the distribution lines undergrounded. Staff has recommended a condition **related to the undergrounding of utilities.**
- The applicant proposes to provide two pedestrian connections leading to the Riverwalk. One connection is located to the north of the elevators that connects to the existing

pedestrian pathway located on the adjacent Water Pointe property. The other connection is located just south of the elevators which has a direct connection to the Riverwalk.

Engineering. The proposed development will be in conformance with the requirements of Chapter 25 of the Town Code, with the recommended conditions of approval.

- The applicant has committed to enter into a standard Scenic Corridor Easement and US Highway One Right-of-way Maintenance Agreement wherein the owner will be responsible for the construction, and the operation and maintenance of improvements perpetually within the Scenic Corridor Easement and the western US Highway One road shoulder areas within or abutting the projects US One frontage.
- The maintenance shall include but not limited to the access road/drive turnout, sidewalk, benches, trash receptacles, bike racks, sod, plantings/vegetation, irrigation, and fencing, and shall include periodic pressure washing, trash pick-up and disposal, fertilization, insect treatments, weed control and similar responsibilities. Existing or future utility facilities within the easement limits shall not be the maintenance responsibility of the Owner. A draft of the agreement shall be submitted, reviewed and approved at staff level prior to issuance of the first development permit. Therefore, staff has recommended a condition **requiring the submittal of the standard Scenic Corridor Easement and US Highway One Right-of-way Maintenance Agreement.**
- The applicant has committed to providing a standard public right of way maintenance agreement wherein the owner will be perpetually responsible for the maintenance of for the construction, operation and maintenance of the Riverwalk and associated amenities/facilities and directly abutting ground areas. The scope shall include, but not limited to, benches, trash receptacles, bike racks, bollard lighting system, Riverwalk concrete sidewalk, sod, plantings/vegetation, fencing and railing, irrigation, pressure washing, trash pick up and disposal, weed control and similar responsibilities. The existing Riverwalk is on Palm Beach County's (PBC) Jupiter Ridge Natural area, so the agreement will need to be reviewed and approved by PBC Environmental Resource Management (ERM). A draft of the agreement shall be submitted, reviewed and approved by PBC ERM and at staff level prior to issuance of the first development permit. Therefore, staff has recommended a condition **requiring the submittal of the maintenance agreement.**
- The applicant has included a new utility easement on the site plan along the frontage of US Highway One which will need to be dedicated, as a part of this application. Therefore, staff is recommending a condition **requiring the dedication of the utility easement.**
- The applicant is proposing to construct vehicular cross access with the existing Water Pointe development to the north. When Water Pointe residential development was approved, it included a cross access easement to the property to south as well as a construction easement so that the property owner of the subject property may construct the drive on the Water Pointe development. Staff has recommended a condition **requiring the cross access easement.**
- Since the Planning and Zoning Commission meeting, see the following additional information regarding cross access:
 - Staff has provided Attachment E which shows the location of existing and proposed cross access easements.
 - The intervenor states that the proposed cross access connection is unsafe as outlined in attachment D. According to the Town Engineer and Town Traffic Engineer, the cross access driveway between the two properties is not a safety concern, as shown on the site plan.
 - The intervenor states in the letter that the proposed cross access easement is in violation of the recorded plat, since the cross access easement dedication (to

- 1352 S US1) states “hereby reserved by Water Pointe Condominium association of Jupiter, Florida, Inc.” and was not dedicated to the Town of Jupiter.
- The intervenor states that the cross access easement would need to be dedicated to the Town of Jupiter for public access similar to dedication #3 on the plat (see excerpt from plat below) for the cross access dedication over the internal drive on Water Pointe between US1 and the Riverwalk parking lot owned by Mangrove Bay is dedicated to the Town of Jupiter. The reason the Town of Jupiter was included in the dedication for the cross access easement over the internal drive is to provide access to public parking spaces for the Riverwalk located on the adjacent Mangrove Bay property. The cross access in question is to the property to the south and is for the interconnectivity between the abutting properties to provide for consistency with Transportation Element, Policies 3.2.5 and 3.2.6² to support connectivity to alleviate roadway congestion and provide better overall pedestrian and vehicular connectivity between individual developments..
 - The intervenor states “the cross access easement can only exist if Water Pointe provides its consent” and states “Water Pointe does not provide its consent to the cross access easement”. According to the Town Engineer, the dedication “hereby reserved by” refers to the Owner of the property having the legal right to dedicate easements on the plat.
 - Below are excerpts of the cross access dedications #3 and #4 from the Water Pointe Plat:

3.) THE PUBLIC CROSS ACCESS EASEMENT (WATER POINTE PLACE), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE TOWN OF JUPITER FOR VEHICULAR AND PEDESTRIAN PUBLIC ACCESS PURPOSES BETWEEN TRACT 2, AS SHOWN ON MANGROVE BAY, P.U.D., RECORDED IN PLAT BOOK 89, PAGES 46 THROUGH 50, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND U.S. HIGHWAY NO. 1 PUBLIC ROAD RIGHT OF WAY AND SHALL BE THE MAINTENANCE OBLIGATION OF WATER POINTE CONDOMINIUM ASSOCIATION OF JUPITER, FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO THE TOWN OF JUPITER.

4.) THE 24 FOOT WIDE CROSS ACCESS EASEMENT, AS SHOWN HEREON, IS HEREBY RESERVED BY WATER POINTE CONDOMINIUM ASSOCIATION OF JUPITER, FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS FOR FUTURE PUBLIC VEHICULAR CROSS ACCESS PURPOSES WITH THE ADJACENT PROPERTY TO THE SOUTH, AND ALL IMPROVEMENTS WITHIN THE EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE TO THE TOWN OF JUPITER.

TEMPORARY CONSTRUCTION EASEMENT RIGHTS ARE ALSO GRANTED UNDER THIS EASEMENT TO THE OWNER OF THE PROPERTY ABUTTING THE SOUTH PROPERTY LINE OF WATER POINTE, TO PERFORM ANY REQUIRED MODIFICATIONS NECESSARY TO ESTABLISH THE PHYSICAL CROSS ACCESS DRIVE CONNECTION BETWEEN WATER POINTE PLACE CROSS ACCESS EASEMENT AND THE PAVED DRIVES WITHIN THE PROPERTY TO THE SOUTH OF WATER POINTE.

THE LOCATION OF THE CROSS ACCESS EASEMENT MAY BE ADJUSTED AS NEEDED BASED ON THE FINAL DESIGN OF ANY FUTURE ACCESS CONNECTION WITH THE PROPERTY SOUTH OF WATER POINTE PLACE, AND SAID CROSS ACCESS CONNECTION DESIGN IS SUBJECT TO THE REVIEW OF SAID ASSOCIATION.

Excerpt of the dedication language from the recorded Plat of Water Pointe.

² **Policy 3.2.5** - Review access management and new roadway connections associated with new development, redevelopment, and upgrading of existing properties to ensure safety and compatibility with the existing and future roadway network. Require vehicular and pedestrian connections to mitigate increased intensity and density. Impose, at a minimum, the access management standards adopted by FDOT as a condition of development approval.

Policy 3.2.6 – As part of development approval process, require developers to build internal or external roadways between developments and existing roadways to alleviate congestion on the roadway network and to facilitate traffic flows without requiring all traffic to use the major roadways.

- The Water Pointe development order included Condition 11 of Resolution 7-17, requiring a bi directional cross access easement and temporary construction easement to be provided that connects Water Pointe to the adjacent property to the south (1352 S US1), see condition below:

Condition 11 states: **“Indicate the approximate location of the proposed cross access easement which would connect the Water Pointe access drive to the subject property’s south property line.** Prior to the first certificate of occupancy, the Owner shall **record a temporary construction easement which would permit the property owner to the south, or the Town of Jupiter, which access through the easement area between the two sites.** The easement limits and rights shall include necessary modifications to the median and drive on the subject property’s access drive, as needed **to provide full access and bi-directional vehicular traffic and turning movements between the two sites.** The final location and area of the easement shall be subject to the Town Engineer’s review approval.”

- The cross access location was shown on both the site plan and plat approved for the Water Pointe development.
- Dedication #4 on the recorded plat for Water Pointe provides for the 24’ wide cross access easement between the two properties and a temporary construction easement to allow for the construction of the connection in the future. However, a separate instrument (independent easement) other than the plat was not executed for the temporary construction easement. Staff notes this roadway would typically have been dedicated as a right-of-way; however, Water Pointe proposed an easement to reduce the land area required for the right-of-way and required setbacks in order to achieve the density and unit types they were proposing. It is customary to dedicate cross access easements at the same time of platting on the plat, as a dedication, as shown above on the plat excerpt above.
- It was the opinion of the Town Attorney that a reference to a temporary easement on a plat does not constitute the recordation of a temporary easement. Given the failure to comply with the condition to record a temporary easement noted above, Water Pointe is not in compliance with its development order. Staff has made Mr. Cohen aware that Water Pointe is not in compliance with their conditions of development approval.

Landscape Plan. The proposed development’s site plan is in conformance with the requirements of Chapter 27, entitled “Zoning”.

- The proposed landscape plan includes approximately 37 percent greenspace with the majority of this being contained in the acute triangle located at the northwest corner of the property.
- As recommended by staff to create additional habitat abutting the Jupiter Ridge Natural area, the applicant proposes to plant the north west corner of the site with native plant material.
- However, Wild Coffee is proposed along with sand cordgrass, and dwarf fakahatchee grass. Wild Coffee is not a plant indicative of scrub habitat and instead is found in hammocks, coastal wet areas and in hardwood forests. To be consistent and similar to the adjacent Jupiter Ridge Natural Area a condition has been recommended to **replace the proposed Wild Coffee with Saw Palmetto along the northwest corner of the property.**

- In addition, the applicant proposes to provide temporary irrigation in this area to establish the plant material in the beginning which will be unnecessary for the future.
- Since the Planning and Zoning Commission meeting, to address Water Pointe's concerns with landscaping on the north buffer, the applicant has revised the landscape plan to modify the north landscape buffer by increasing the minimum height of the Silver Buttonwood trees to 12', add four Live oak trees (minimum 14' height at planting), and add six Sabal Palms (minimum 10' clear trunk). The revised landscape plans are referenced as a condition in the proposed Resolution. It is not known if the intervenor is agreeable with the applicant's proposal.

Parking. The proposed development is in conformance with Section 27-2828 entitled, "Standards for required off-street parking and loading spaces".

- The applicant indicates that a total of 80 spaces are required and provided overall for the proposed medical office building.
- The applicant proposes to provide five electric charging stations under the building which includes one electric charging station for a handicap parking spaces and four standard parking spaces.
- The applicant proposes two reserved employee parking spaces located on the north side of the loading space for deliveries located to void conflicts with visitors trying to back out of spaces while a truck is actively loading and/or delivering.
- The code does not specifically address reserved parking spaces. In the past, up to five percent of the parking spaces to be reserved have been permitted, primarily in office developments. Five percent of the 80 spaces is four spaces. Therefore, this is consistent with prior allowances.

Architecture. The proposed development is in conformance with Section 27-1491 entitled "Architectural design standards".

- All proposed buildings in the U.S. One/Intracoastal Waterway Corridor must construct structures and accessory structures that are consistent with a Coastal vernacular style architecture. This style can include, but is not limited to Cracker style, Shingle style, Mediterranean style, Stick style, Craftsman style, or a Postmodernist mixture of these styles. The applicant proposes a postmodern mix of the Cracker or Florida Wood Vernacular style which incorporates at least ten details of the architectural styles listed above. Given the scale and massing of the building a Postmodern mix, the proposed building is generally compatible with the adjacent residential developments to north and south.
- The proposed four-story building has an average building height of 35' which is consistent with the U.S. Highway One/Intracoastal Waterway Corridor District – Mixed Use Residential Subdistrict regulations.
- The applicant proposes a rooftop mechanical room that is 44' 4" measured to the midpoint of the roof and is 1,426 square feet which covers approximately 18.9% of the rooftop. The mechanical room is located at the center of the rooftop which lessens the visual impact from public view. Pursuant to Section 27-2305, the height limitations of the applicable zoning district do not apply to screened rooftop mechanical equipment in non-residential or mixed-use buildings, provided it does not exceed 20 percent of the square footage of the entire roof area. Therefore, the proposed rooftop mechanical room is exempt from being counted toward building height.
- As part of the Postmodern architectural style, the applicant proposes a unique green wall planting system on both the exterior wall of the stairwells on the east, north and west elevations. According to the statement of use, the system will be made up of individual panels (approximately 24" x 20") that house 25 plants each. The applicant indicates that if plants need to be replaced, either the plants can be changed out individually or entire

panels can be easily changed out. This will be the first application of a living green wall to this extent and staff would like to work with the applicant during the development to ensure its success which may include some minor modifications to the elevations. Staff has recommended a condition **to require a maintenance agreement for the proposed living wall system to ensure that the living wall system is routinely monitored and maintained to ensure the living wall system is kept in good repair and any dead plant material is replaced to ensure the living wall is visually appealing**

Traffic. The proposed application is subject to conformance with Palm Beach County (PBC) and the Town's traffic performance standards. Staff has received PBC Traffic approval as well as approval from the Town's traffic engineer. The existing restaurant has vested 435 average daily trips, 39 AM Peak Hour, and 36 PM Peak Hour trips. The proposed application is anticipated to produce an increase of 86 Average Daily Trips, 6 AM Peak Hour, and 21 PM Peak Hour trips (see Attachment B).

Signage. The proposed signage is in conformance with Section 27-1493, entitled "District sign regulations".

- The existing monument sign which exceeds 7' in height still remains onsite. To ensure that the existing monument sign is removed, staff **recommends a condition that the prior to issuance of development permits, the existing monument sign must be removed.**
- The applicant proposes a freestanding sign that is seven feet in height. In order to ensure that future signage maintains a seven foot height maximum, staff recommends a condition **to limit the height of the freestanding sign to seven feet.**
- The applicant proposes two wall signs, one on the north and east elevations each that are 28 square feet each. Pursuant to Section 27-1493, entitled "District sign regulations" buildings that have a building frontage between 61-100 feet are permitted 60 sf of sign area each.
- The applicant proposes a wall sign on the east elevation facing US 1 that is attached to the building approximately 32' in height. Pursuant to Section 27-1493, entitled "District sign regulations" signs are not permitted to exceed the height of a cornice line or 25.0 feet. Therefore, staff recommends a condition **to lower the sign height so that the top of sign does not exceed 25' in height and is incorporated into the architecture of the building.**

Workforce Housing Program Linkage Fee. Pursuant to Section 27-3191, entitled "Commercial and industrial development linkage fee", the Owner is required to pay two dollars (\$2) per square foot for the new gross square footage minus the first 10,000 square feet of development into the Town's housing trust fund. The applicant is **required to pay a non-residential development linkage fee of \$11,990** [15,995 sf (proposed building) - 10,000 sf = 5,995 sq. ft. x \$2]. Staff has recommended a condition **to ensure the fee is paid prior to staff issuance of a development permit for the project.**

Site Plan Criteria.

Section 27-175, contains minimum criteria for review of all site plan applications processed. Upon review of the 12 criteria in Section 27-175, staff finds that the Applicant has met 11 out of 12 criteria. The criterion that is not satisfied is:

3. *Is the application consistent with all applicable land development regulations and all other portions of the Jupiter Town Code.*

Staff has provided conditions of approval for the following code sections that will ensure that the proposed development is in compliance.

- 1) Section 27-1492, entitled “District landscape and buffer requirements”
- 2) Section 27-1493, entitled “District sign regulations”
- 3) Section 27-3191, entitled “Commercial and industrial development linkage fee”
- 4) Section 25-264, entitled “Utility easements”

Attachments:

Attachment A – Statement of Use

Attachment B – Traffic Generation Statement

Attachment C – Letter from Steve Cohen, dated 2/7/25

Attachment D – Letter from Steve Cohen, dated 2/27/25, requesting to Intervene

Attachment E – Exhibit showing cross access locations

* Please contact Peter Meyer at peterm@jupiter.fl.us 561-741-2691 in order to obtain a copy of the proposed plans or any attachments.

1352 US-1 Medical Office

Project Statement of Use

1-23-2025

On behalf of the property owner and the applicant, please accept this as our formal request for site plan approval for a proposed medical office development located at 1352 S US Highway 1, Jupiter, Florida 33477. The subject property is zoned as Commercial Office (C-3) and the Future Land Use is Commercial. The property sits within the US 1 Intracoastal Waterway Corridor in the Mixed-Use Residential Sector, as such, a rezoning is being requested concurrently with the site plan application. The structure that currently exists on the property is a vacant restaurant. The property is bordered by mixed use residential properties and the Jupiter Ridge Natural Area.

Table 1: Property Summary Information

PROPERTY CONTROL NUMBER (PCN)	ADDRESS	PROPERTY SIZE (AC)	FUTURE LAND USE	ZONING
30-43-41-08-00-003-0013	1352 S US Highway 1, Jupiter, Florida 33477	1.34	Commercial	C3 Commercial, Office

Table 2: Adjacent Property Land Uses and Zoning

	FUTURE LAND USE	ZONING	LAND USE
NORTH	Mixed Use	MXR Mixed Use Residential	Vacant
EAST	S US Highway 1	S US Highway 1	S US Highway 1
SOUTH	Mixed Use	MXR Mixed Use Residential	Condominiums
WEST	Conservation	CP Conservation Preservation	Jupiter Ridge Natural Area

Request:

The proposed use for the property is Medical Office. The proposed 15,995.1 square foot structure will adhere to the screening, utility, vista, setback, and design regulations required within the US 1 Intracoastal Waterway Corridor.

Per Section . Per Section 27-1488, properties within the US1-ICW Mixed use Residential Subdistrict are permitted to be 100% commercial when less than 5 acres. The subject property is 1.35 acres. The proposed use for Medical Office is permitted under the proposed zoning and the use is defined within the code as:

“offices and outpatient clinical facilities operated by individuals engaged in the provision of healthcare to the general public, including, but not limited to, physicians, dentists, chiropractors, psychologists, osteopaths, naturopaths and veterinarians, which provide for all of following services or components: medical examinations, treatments or the performance of procedures on patients; continued medical oversight of patients if required; and in the presence of a licensed health care practitioner.”

Per Policy 1.3.9 of the Town of Jupiter’s Comprehensive Plan, medical clinics are allowed within the General Commercial Future Land Use. The medical office is located on along US 1, an arterial roadway, and will be accessible.

The proposed Medical Office is intended to be a state of the art surgery center owned and operated by a group of local surgeons and physicians with first rate standards of care. This facility will provide a more personalized option for routine procedures for residents of the area. The proposed building is set to operate with the ambulatory surgery center on the second floor and the medical offices on the third floor.

Architecture:

Proposed Building Scope:

As relates to the new building proposed for this site, the Client has indicated that it is desired to construct a new medical office building that will house new medical clinic-based offices and ambulatory healthcare patient treatment facilities on the second and third floors of the building.

The character of this building shall conform to the Town of Jupiter Code Section 27-1491(h) Coastal Vernacular Style Architecture in keeping with the US-1/Intracoastal Waterway Corridor Zoning.

The interpretation of this era of design will look to make use of high performing glazing systems capable of allowing daylighting into the interior spaces, use of indigenous materials such as keystone and light wood elements to add warmth but via modern products such as Nichiha Vintagewood components. Common area flooring materials are anticipated as polished terrazzo surfaces, and feature walls at the exterior building elevator entry and adjacent areas with honed keystone veneer and wood stickwork decorative panel systems.

Included will be separate areas of ground floor parking for patient rain-free discharge directly to these covered parking space(s). The new building will have two exit stairs discharging to the exterior, as well as dedicated hydraulic passenger elevators to serve the building. The main entry to the building is to be from an exterior elevator entry area.

Town of Jupiter Architectural Design Standards Conformance Narrative:

The intent of the proposed building design is to emulate the coastal vernacular style architecture depicted in Section 27-1491(h) of the Town land development regulations. To that end, the building will incorporate at a minimum, the following elements:

1. This project will utilize standing seam metal roofs with both gabled and hip roof elements (minimum 4:12 pitch), we call out 5:12 pitch roofs to enhance the appearance of the standing seam metal roofs.

2. The south and east elevations have been revised to illustrate individual entry features with the following design elements:
 - Standing Seam metal roofs with 5:12 pitch, with hip roof transition to a gable roof and exterior louver detail at the gable end.
 - The soffits incorporate architectural detailing with the roof brackets at the soffits and dropped louver in-fill detail.
 - The entry porch feature is supported by the building and also square columns with tapered bases clad in roughhewn Florida City keystone veneer, which also carries throughout the building at other column locations.
 - The ceiling of the porch entry feature will be finished in tongue and groove style wood finish plank with decorative cove moldings.
3. The building utilizes deep projecting eaves varying from 3 to 5-feet in depth to both provide shading and enhance the appearance of the roofs.
4. The roof soffits utilize exposed open roof brackets incorporated with a 2-foot-wide decorative frieze to accent the brackets.
5. The exterior walls will be finished in stucco to emulate colonial clapboard siding (8" width with 5/8" ground) through the use of lap siding step beads (Product #SSB 100-58 by Plastic PC Components, Inc.) All building corners and corner transitions will be finished with 6" stucco corner trim to receive and terminate the ship lap siding.
6. The exterior walls on the north and south elevations will utilize 16" wide by 8" deep pilasters to provide a vertical reference point as well as providing a datum for organization of the exterior windows on these elevations and breaking up the large expanse of wall area which previously read as a more horizontal mass.
7. The pilasters will terminate with tapered column bases at the ground, which shall be finished with rough hewn keystone veneer applied to the concrete columns in a random ashlar masonry pattern built in discontinuous courses.
8. The exterior windows have been changed to resemble two over two sash windows for the windows to be located on the third floor, while the second-floor windows are taller and will resemble four over four sash windows. All exterior windows will be trimmed out with stucco trim consisting of a 4" drip cap at the window head, 4" backbands at the window sides and 4" apron at the windowsill. These stucco banding details will also serve to receive and terminate the stucco clapboard siding.
9. The exterior windows have been grouped within the pilasters on the north and south elevations and this grouping pattern also follows through on the east and west elevations.
10. The exterior windows will be clad with aluminum powder coated painted finish louvered Bahama shutters.
11. The tops of the openings to the covered ground floor area are treated with an architectural louver design element

Additionally, the building will include:

- Elevating the building main areas to add covered parking and aesthetically pleasing landscape areas at the ground level and elevate the finish floor to improve flood plain performance. This configuration would also look to place building equipment on the roof in a protective mechanical penthouse screened from adjacent views.
- The use of ample glazing to take advantage of the surrounding views as well as improve interior daylighting and energy consumption by using high-performance glazing systems.
- Look to the local flora and fauna, for precedents in color and texture that the building can emulate and reflect the natural setting of the local area.
- Utilize high performing modern materials emulating the wood tones and stone materials of the area, which are reflective and supportive of the local environment.
- Break up the exterior elements of the building, via forms, planes, and materials, discouraging the appearance of continuous wall planes.

Building Structure:

Initially, it is anticipated that the building shell will be comprised of:

- After demolition of the existing structure on this site, the contractor shall scarify the site, remove sub-grade items to be disposed of and prepare a building pad per the recommendations of the geotechnical sub-surface soils report.
- Shallow depth steel reinforced concrete footings at exterior walls and steel reinforced concrete pad footings at column locations. The top of footings shall be minimum 1-foot below the lowest adjacent finished grade and may be deeper based on the structural design.
- At ground floor paved areas and open-air entrance location, there shall be a concrete, steel reinforced slab on grade with finished stone paver walking surface. The vehicular driveways shall be asphalt on crushed compacted rock base.
- Exterior load bearing walls shall be steel reinforced 12" CMU block walls.
- Load bearing columns shall be concrete steel reinforced poured in place columns tied into the perimeter concrete beams and/or 12-inch two way floor deck.
- The interior framework is anticipated to be self-protected steel reinforced concrete 12-inch deep two way structural floor slab system.
- The building's primary structural frame is anticipated as Type IIA non-combustible construction and the floor decks, bearing walls, columns and roof construction will be required to have a 1-hour fire resistance rating.
- The roof will consist of a built-up roof assembly with rainwater drainage via roof drains and rainwater leaders to the storm water system.
- All exterior windows and doors will be wind and impact rated as required by the Florida Building Code.

Building System Assumptions:

- To comply with the 35-foot maximum average building height, the building will incorporate a mechanical penthouse that will be non-habitable/non-occupiable space in conformance with the requirements of the Town of Jupiter land development regulations. Based on a supporting roof deck area of 7,618.7 S.F. X 20% = a maximum area of 1,523.74 S.F. for the Mechanical Penthouse. The proposed rooftop mechanical penthouse is 1,436 S.F., well below the maximum 20%.

- Roof Mounted Air-Cooled Chiller and Mechanical Penthouse located Air Handling Units and supply/return ductwork serving floors two and three.
- Ground located and concrete screen enclosed Generator unit with integral belly diesel fuel tank. This unit will be located within the building setback lines and is planned to be placed on the ground level under the building and adjacent to the east exit stair. The generator will be equipped with a level II sound attenuated enclosure rated at 72Db at 23-feet from the enclosure. The generator unit will be fully enclosed in a concrete wall enclosure to fully screen it from view.
- Mechanical, electrical, plumbing equipment support space planned for the rooftop mechanical penthouse with stair access will shield equipment from surrounding views as well as protect equipment from coastal sea air environment.
- Rain Canopy Covered Patient Drop-Off/Pick-Up area at Main Building Entry located 13'-6" above the pavement to comply with FFPC NFPA 1 requiring a clearance of 13'-6" for emergency vehicles.
- 15,995.1 GSF buildable area is based on (80) parking spaces at 200 GSF:1 Parking Space.

Site:

The site plan for the proposed medical office is designed to ensure efficient functionality, effective vehicular circulation, and compliance with applicable regulations.

To support sustainability and meet modern transportation needs, electric vehicle (EV) charging stations have been incorporated into the project plans. These stations, marked by clear signage, include four standard EV spots and one ADA-accessible EV charging spot. These Electric vehicle charging stations are being provided to enhance the development and encourage ensure availability for ADA vehicles.

The site also includes two patient drop off locations that are covered. One is located on the north side of the building and one under the building. These locations provide convenient entrance and exit from the building that is protected.

In addition to the substantial improvement to the site, the applicant is also improving the connection to the existing Riverwalk by creating a pedestrian connection, installing a bench, bike rack and trash receptacle along the Riverwalk.

Landscaping:

The proposed development plan includes a variety of native salt tolerant species that conform to the design requirements for the US-1 corridor and the applicable zoning regulations. These proposed native species will enhance pedestrian cover and support the Town's sustainability objectives.

Additionally, the Applicant is proposing to preserve and also relocate many of the existing mature canopy trees on the subject property. This additional level of tree maturity will assist the development in achieving a finished and mature aesthetic almost immediately upon completion of the construction.

As part of the proposed building, the applicant has integrated a unique greenwall planting system. This system is made up of individual panels that house 25 plants each. The panels are roughly 24 inches by 20 inches and connect together into a system that integrates irrigation. The benefit of this greenwall system is that if there are any plants not surviving for whatever reason, they can be replaced quickly by simply replacing the panel or planting additional individual plants within a panel. Additionally, due to the entire wall being made up of the individual

panels, there is no lag time in the aesthetic of the greenwall. Upon installation the greenwall will be complete and mature.

The panels will be planted with a mixture of plant species that will provide for visual interest and color that will enhance the building and the development, providing a signature development within the Town of Jupiter.

Conclusion:

On behalf of the property owner and applicant, we formally request approval for the proposed site development plan for a medical office on the subject property within the Town of Jupiter. A rezoning request has been submitted concurrent with this application. The applicant and the entire development team look forward to working with Staff on this great project.

Respectfully,

Cotleur & Hearing

George Missimer



US 1 MEDICAL OFFICE

Town of Jupiter, FL

INSIGNIFICANT TRAFFIC IMPACT STATEMENT

PREPARED FOR:

Dr. Robert Fishel
c/o Leighton McGinn Company
1983 PGA Boulevard, Suite 104
Palm Beach Gardens, Florida 33408

JOB NO. 23-166

DATE: 01/03/2024
Revised: 06/10/2024
Revised: 07/01/2024
Revised: 10/28/2024

Robert F. Rennebaum, Professional Engineer, State of Florida, License No. 41168

This item has been electronically signed and sealed by Robert F. Rennebaum, P.E., on 10/29/2024, using SHA-1 Authentication Code.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed
by Robert F.
Rennebaum
Date: 2024.10.29
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1.0 SITE DATA

The subject parcel is located on the west side of US Highway One, just south of Ocean Walk Boulevard in the Town of Jupiter, Florida and contains approximately 1.35 acres. The Property Control Number (PCN) for the subject parcel is 30-43-41-08-00-001-0013. The site is currently developed with a 7122 SF high turnover sit-down restaurant. Proposed site improvements consist of demolishing the existing facility and constructing a 3-story, 15,995 SF medical office facility. The proposed modifications will have a project build-out of 2026. Site access will remain unchanged and is existing via a right-in, right-out driveway connection to US Highway One. For additional information concerning site location and layout, refer to the Site Plan prepared by Cotleur & Hearing.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The Palm Beach County Unified Land Development Code Article 12 requires that for any application for a site specific development order on property on which there are vested uses shall be subject to the Palm Beach County Traffic Performance Standards to the extent the traffic generation projected for the site specific development order exceeds the traffic generation of the vested uses. The generation rates and capture rates of the vested uses shall be updated to current pro forma traffic generation and passer-by rates and shall be used to calculate vested uses/current approval traffic. Trip generation has been calculated in accordance with the ITE Trip Generation Manual, 11th Edition and the Palm Beach County Trip Generation Rates.

Table 1 shows the daily traffic generation associated with the existing/vested development in trips per day (TPD). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The net traffic generated by the existing 7122 SF restaurant may be summarized as follows:

Existing/Vested Development

Daily Traffic Generation	=	435 tpd
AM Peak Hour Traffic Generation (In/Out)	=	39 pht (21 In/18 Out)
PM Peak Hour Traffic Generation (In/Out)	=	36 pht (22 In/14 Out)

Table 4 shows the daily traffic generation associated with the proposed site modifications. Tables 5 and 6 show the AM and PM peak hour traffic generation, respectively. The net traffic to be generated by the 15,995 SF medical office facility may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	521 tpd
AM Peak Hour Traffic Generation (In/Out)	=	45 pht (36 In/9 Out)
PM Peak Hour Traffic Generation (In/Out)	=	57 pht (17 In/40 Out)

The change in traffic generation as a result of the proposed site modifications is shown in Table 7 and may be summarized as follows:

Increase in Traffic Generation

Daily Traffic Generation	=	86 tpd
AM Peak Hour Traffic Generation (In/Out)	=	6 pht (15 In/-9 Out)
PM Peak Hour Traffic Generation (In/Out)	=	21 pht (-5 In/26 Out)

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 21 peak hour trips, the development of influence shall be 0.5 miles.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS “D” of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “D” of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS “D” Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS “E” of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “E” of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS “E” Link Service Volumes.

5.0 TRIP DISTRIBUTION

The project trips were distributed and assigned on the links within the radius of development influence based on the existing and anticipated traffic patterns.

6.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. Tables 8 and 9 show the project’s assignment is less than 1% of the applicable LOS “D” threshold and is insignificant for all links within the project’s radius of development influence. This project therefore meets the requirements of Test 1.

7.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 10 and 11 show the project’s net trip generation is less than 3% of the applicable LOS “E” threshold for all links within the project’s radius of development influence. This project therefore meets the requirements of Test 2.

8.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 5 and 6 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM	=	40 / 10
PM	=	19 / 44

As previously mentioned, site access will remain unchanged and is existing via a right-in, right-out driveway connection to US Highway One. Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, no additional turn lanes or site access modifications are warranted or recommended.

9.0 CONCLUSION

The proposed development has been estimated to generate 86 net new trips per day, 6 net new AM peak hour trips, and 21 net new PM peak hour trips at project build-out in 2026. A brief review of the roadway links within the project's radius of development influence reveals the proposed development will have an insignificant project assignment and will therefore meet the requirements of the Palm Beach County Traffic Performance Standards.

US 1 MEDICAL OFFICE

01/02/24
REVISED 06/10/24
REVISED 07/01/24
Revised 10/28/24

EXISTING/VESTED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
High Turnover Sit-Down Rest.	932	7,122	S.F. 107.2		763	0	763	43%	435
Grand Totals:					763	0.0%	763	43%	435

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
High Turnover Sit-Down Rest.	932	7,122	S.F. 9.57	0.55 0.45	37 31 68	0.0%	37 31 68	43%	21 18 39
Grand Totals:					37 31 68	0.0%	37 31 68	43%	21 18 39

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In Out	Gross Trips In Out Total	Internalization % Total	External Trips In Out Total	Pass-by % Trips	Net Trips In Out Total
High Turnover Sit-Down Rest.	932	7,122	S.F. 9.05	0.61 0.39	39 25 64	0.0%	39 25 64	44%	22 14 36
Grand Totals:					39 25 64	0.0%	39 25 64	44%	22 14 36

US 1 MEDICAL OFFICE

01/02/24
REVISED 06/10/24
REVISED 07/01/24
Revised 10/28/24

PROPOSED DEVELOPMENT

TABLE 4 - Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips		Internalization		External Trips		Pass-by		Net Trips	
				In	Out	In	Out	%	Total	In	Out	%	Trips	In	Out
Medical Office (Stand-Alone)	720	15,995	S.F. T=42.97(X)-108.01			579			0	579		10%	58	521	
Grand Totals:						579		0.0%	0	579		10%	58	521	

TABLE 5 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips		Internalization		External Trips		Pass-by		Net Trips	
				In	Out	In	Out	%	Total	In	Out	%	Trips	In	Out
Medical Office (Stand-Alone)	720	15,995	S.F. 3.10	0.79	0.21	40	10	0.0%	0	40	10	10%	5	36	9
Grand Totals:						40	10	0.0%	0	40	10	10%	5	36	9

TABLE 6 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips		Internalization		External Trips		Pass-by		Net Trips	
				In	Out	In	Out	%	Total	In	Out	%	Trips	In	Out
Medical Office (Stand-Alone)	720	15,995	S.F. 3.93	0.30	0.70	19	44	0.0%	0	19	44	10%	6	17	40
Grand Totals:						19	44	0.0%	0	19	44	10%	6	17	40

US 1 MEDICAL OFFICE

01/02/24
 REVISED 06/10/24
 REVISED 07/01/24
 Revised 10/28/24

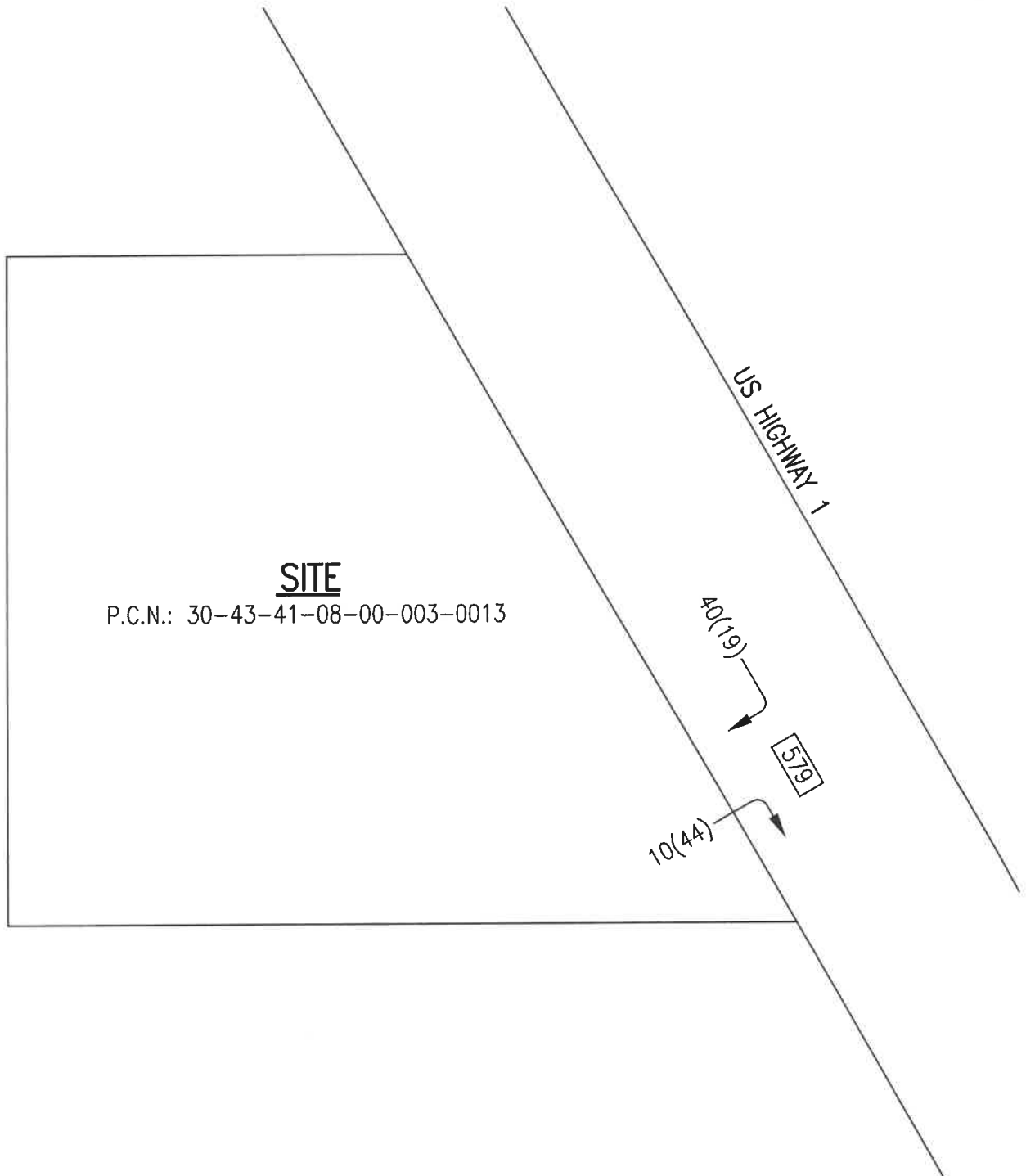
TABLE 7
TRAFFIC GENERATION INCREASE

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING DEVELOPMENT =	435	39	21	18	36	22	14
PROPOSED DEVELOPMENT =	521	45	36	9	57	17	40
INCREASE =	86	6	15	-9	21	-5	26



SIMMONS & WHITE

2581 Metrocentre Blvd West, Ste 3 | West Palm Beach, FL 33407
Authorization # 3452 | 561.478.7848



SITE

P.C.N.: 30-43-41-08-00-003-0013

PROJECT TURNING MOVEMENTS

LEGEND

- 11 A.M. PEAK HOUR TURNING MOVEMENT
- (46) P.M. PEAK HOUR TURNING MOVEMENT
- 612 A.A.D.T.

US-1 MEDICAL OFFICE

23-166 KD 01-02-24
REVISED 06-10-24
REVISED 10-28-24

TABLE 8
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 15
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = -9

STATION	ROADWAY	FROM	TO	AM PEAK HOUR			CLASS	LOS D	STANDARD	TOTAL	
				PROJECT DISTRIBUTION	DIRECTIONAL TRIPS	EXISTING LANES				PROJECT IMPACT	PROJECT SIGNIFICANT
1810	US HIGHWAY 1	INDIANTOWN ROAD	SITE	50%	8	4	I	1960		0.41%	NO
1810	US HIGHWAY 1	SITE	OCEAN WAY	50%	8	4	I	1960		0.41%	NO

TABLE 9
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = -5
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 26

STATION	ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL			CLASS	LOS D STANDARD	TOTAL	
				PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES			PROJECT IMPACT	PROJECT SIGNIFICANT
1810	US HIGHWAY 1	INDIANTOWN ROAD	SITE	50%	13	4	I	1960	0.66%	NO
1810	US HIGHWAY 1	SITE	OCEAN WAY	50%	13	4	I	1960	0.66%	NO

TABLE 10
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 15
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = -9

STATION	ROADWAY	FROM	TO	AM PEAK HOUR		PROJECT DISTRIBUTION	DIRECTIONAL		EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
				PROJECT TRIPS	TRIPS		PROJECT	TRIPS					
1810	US HIGHWAY 1	INDIANTOWN ROAD	SITE	50%	8	4					1960	0.41%	NO
1810	US HIGHWAY 1	SITE	OCEAN WAY	50%	8	4					1960	0.41%	NO

TABLE 11
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = -5
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 26

TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 28													
		PM PEAK HOUR											
STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS	LOSE STANDARD	TOTAL		PROJECT	SIGNIFICANT	
									IMPACT	IMPACT			
1810	US HIGHWAY 1	INDIANTOWN ROAD	SITE	50%	13	4	I	1960	0.66%		NO		
1810	US HIGHWAY 1	SITE	OCEAN WAY	50%	13	4	I	1960	0.66%		NO		

2/7/25

Town of Jupiter
Planning & Zoning Commission; Town of Jupiter City Commission; Planning & Zoning;
Engineering
210 Military Trail
Jupiter FL 33458

To Whom it May Concern:

Water Pointe of Jupiter Florida, a Condominium ("Association"), Emerald Cay Holdings, LLC ("Developer") and LC Construction Florida, Inc. ("Building Contractor" and "Broker"), hereby are making it formally known of our objection to the Medical Office site plan last dated/revised 1/22/25.

- 1) Pursuant to the Recorded Water Pointe Plat, #4, the south cross access easement is not dedicated to the Town of Jupiter. Therefore, the Town has no right to use it. The Association is not obliged to give the Medical Office the right to use this access. As such we seek to prohibit the intent of that use as depicted on the Medical Office Building Site Plan. We request that the PZ hearing be deferred until a future site plan is modified and acceptable to Water Pointe so that the Cross Access Easement is not taken from the Association.
- 2) In addition to the aforementioned, the Association would like the Town and Applicant to increase the Medical Office landscape buffer along the entire north property line with taller and more lush landscaping due to the 4 story tall building. Emphasis should be placed on height and proper landscape buffer screening to accommodate the 55' tall building.

The Association appreciates the Town of Jupiter looking further into these important matters that directly impact the Association.

Respectfully,

Stephen Cohen

Water Pointe of Jupiter Florida, a Condominium
Board of Directors

Cc: Emerald Cay Holdings, LLC; LC Construction Florida, Inc.
Encl: Supporting Back-up (Exhibit A)

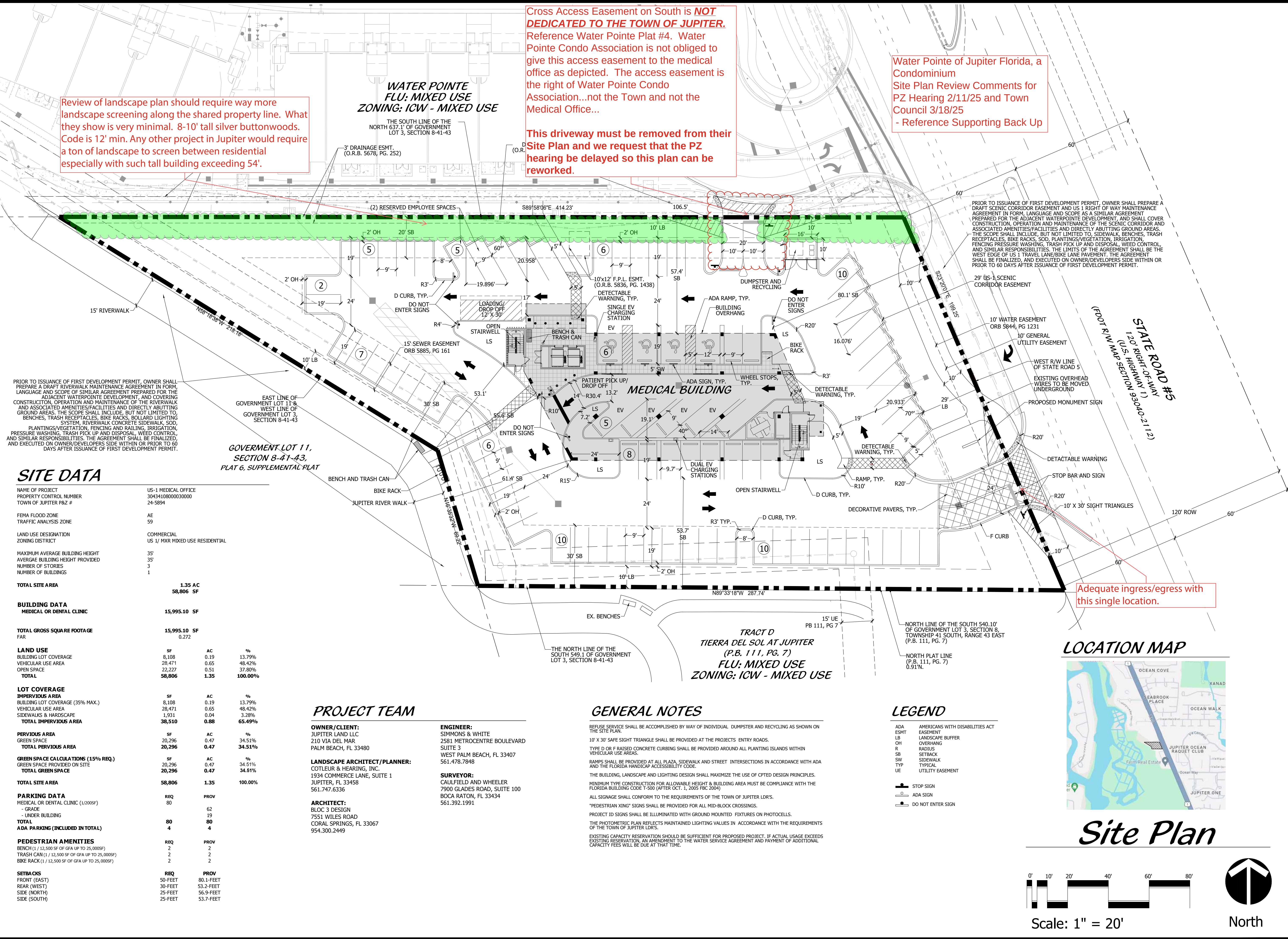
Page 1 | 2

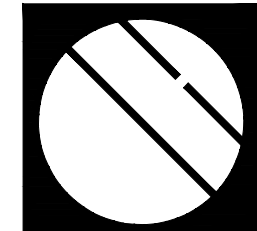
Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit A
Supporting Back-up

Page 2 | 2

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426





Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

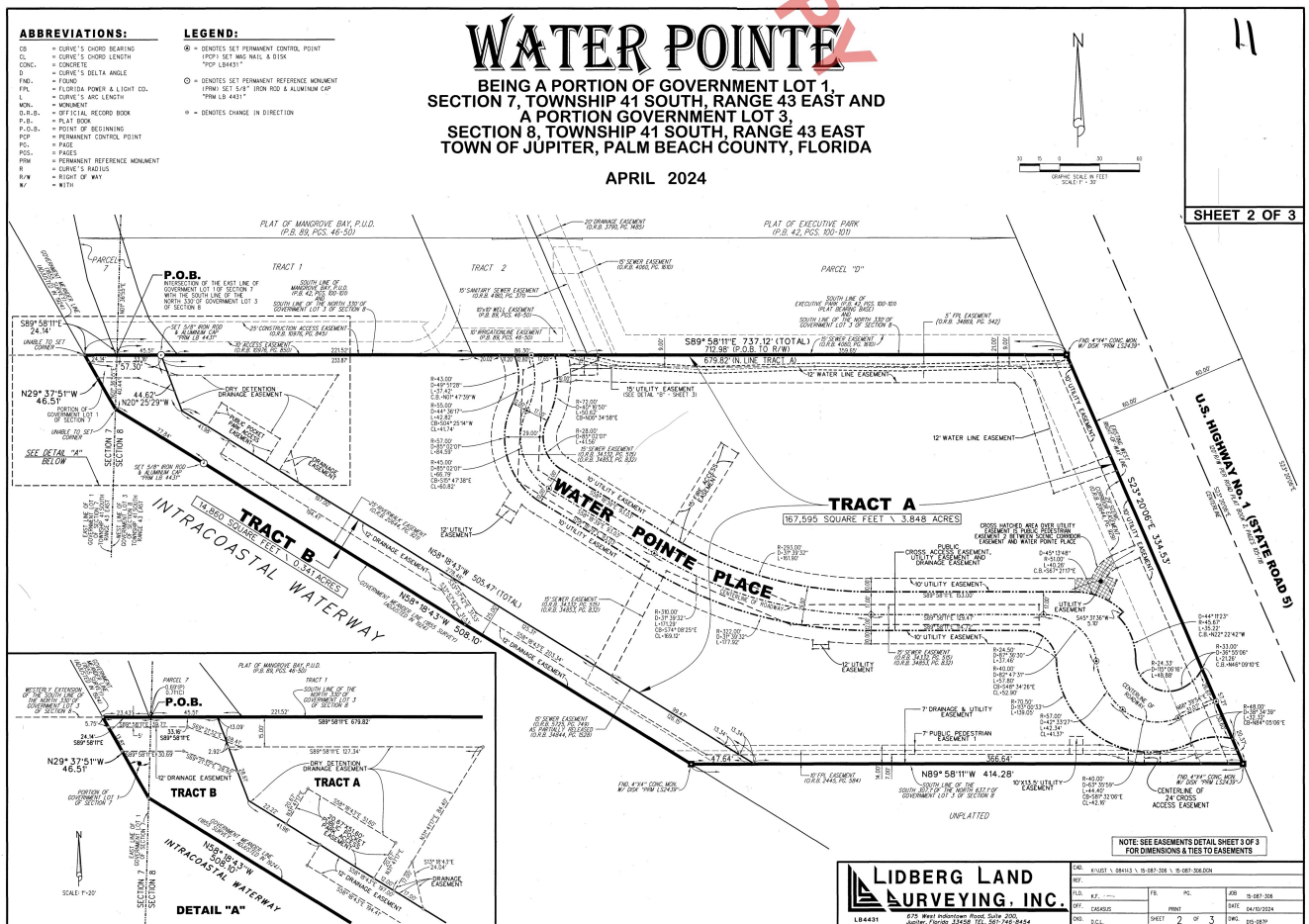
US1 Medical Office
Jupiter, Florida

DESIGNED	DEH
DRAWN	JS, RO
APPROVED	DEH
JOB NUMBER	23-0501
DATE	01-04-24
REVISIONS	06-13-24
	09-25-24
	12-18-24
	01-22-25

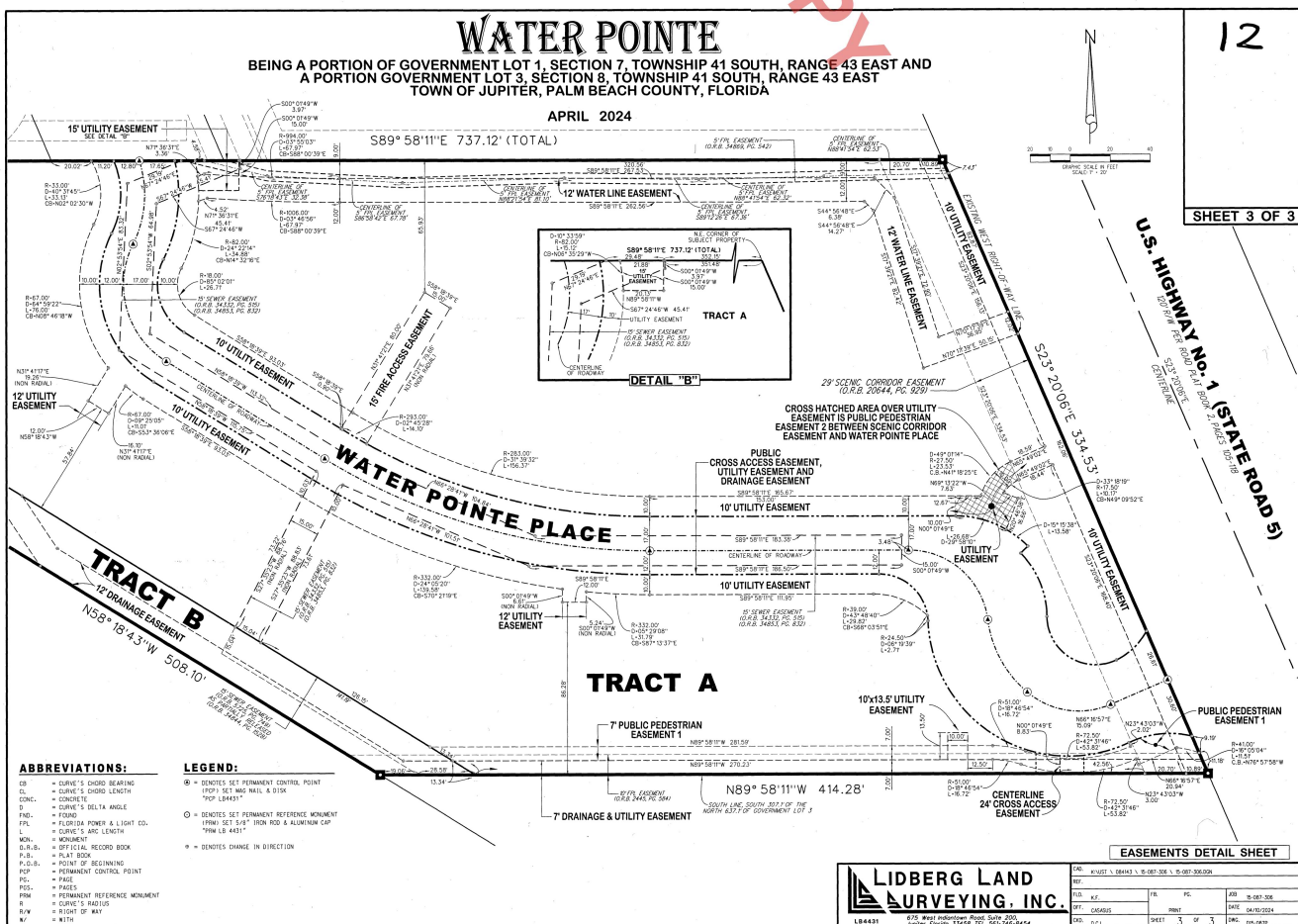
January 22, 2025 7:52:57 a.m.
Drawing: 23-0501 SP.DWG

SHEET **1** OF **2**

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



NOT A CERTIFIED CO



Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

2/27/25

Town of Jupiter
Town Council – Letter of Site Plan Approval Objection
210 Military Trail
Jupiter, FL 33458

Sent electronically: towncouncil@jupiter.fl.us; PeterM@jupiter.fl.us

Re: 1352 S. US1 (Medical Office Applicant)

Dear Town of Jupiter Town Council,

On behalf of Water Pointe of Jupiter Florida, a Condominium (“Water Pointe”), while we fully intend to be good neighbors to the Medical Office Applicant, which is due south of the Water Pointe community, and while we wish them much success on their building, Water Pointe is opposed to the proposed cross access vehicular connection from the north end of the parking lot for the proposed medical office building into the private, narrow driveway of the Water Pointe community. Water Pointe also objects to the insufficiency of the landscape screening along the north property line of the proposed medical office building relative to its 54’ height.

As a preliminary matter, the proposed cross-access easement is in violation of the recorded plat, which was executed and approved on July 17, 2024 by the Town’s Mayor, Engineer, and Clerk. Specifically, Section 4.1 of the recorded plat states, “The 24 foot wide cross access easement, as shown hereon, is **hereby reserved by Water Pointe Condominium Association of Jupiter, Florida, Inc.**” (**Exhibit D**) (emphasis added). This Section stands in sharp contrast to Sections 3.1 and 5.1 of the recorded plat, which dedicate easements to the Town of Jupiter. In short, the cross-access easement can only exist if Water Pointe provides its consent.

Notwithstanding the fact that Water Pointe does not have a legal obligation to permit the cross-access easement, Water Pointe nonetheless wants to work with the Town and the Applicant to create an easement that is safe and in the best interests of all concerned.

However, due to the following significant safety concerns, Water Pointe does not provide its consent to the cross access easement that has been proposed by the Town’s planning and zoning staff:

- a. Vehicular safety concerns for head on collisions (**Exhibit C1**)
- b. Vehicular safety concerns for traffic stacking issues on to US1 (**Exhibit C2**)
- c. Vehicular safety concerns for using the cross access where cars dart across the Water Pointe entry which would pose safety to Water Pointe residents leaving while other motorists try to enter (**Exhibit C3**)

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

- d. Pedestrian safety concerns for members of the general public who utilize the sidewalk, from joggers, to bicyclists, to strollers; the cross access at that point of connection could lead to pedestrian accidents or death (**Exhibit C4**)
- e. If a patient leaving the medical office building is going to travel south, then the logical egress point would be the existing ingress/egress point at the southern end of the property. However, if the patient is going to travel north, it is contrary to safety to create a second point where a vehicle can cross in front of southbound traffic on US-1 to go northbound, particularly given that there is no traffic light at the entrance to Water Pointe (**Exhibit C**).

In addition to the safety concerns, there is no legitimate need for a cross-access easement, for the following reasons:

- a. Applicant's engineer admitted at the February 11, 2025 P&Z meeting that the medical office building is "not very large."
- b. Applicant's engineer admitted at the February 11, 2025 P&Z meeting that many of the parking spaces will remain empty.¹
- c. The Applicant's site already has a point of ingress/egress that is merely 200' south of the proposed easement.
- d. There was only a single point of access at the southern end of the Applicant's site when there was a restaurant on the site.
- e. If cross-access easement is critical, why is there none with the adjoining property on the south side of the medical office building site?
- f. Water Pointe residents have NO need to utilize the cross access easement.

As for landscaping, the landscape material that has been selected by the applicant along the subject development's north property line is still not acceptable. First, and of most importance, we believe the existing landscape (adjacent to the emergency cross access and within the site triangles) will have to be heavily trimmed or removed. This presents the potential to create a negative safety condition, as the adjacent walkway provides access to the Riverwalk. A combination of a new hedge that would be maintained below the line requirements along with some ground-covers would help increase the visibility of this area, and increase overall safety for pedestrians. We also believe that the current specified 12' oak trees & silver buttonwoods will not adequately screen the proposed building from our site due to its 50'+ height. The proposed building is going to be in view from the back patios of the new Water Pointe residences. We would suggest a mix of taller sabal palms and trees at varying heights that will allow for a softer transition and screening to the neighboring residential use along the property line. Of note, the Water Pointe

¹ We encourage and request that each Council Member listen to and/or read the transcript of the February 11, 2025 P&Z meeting to confirm that Applicant's engineer made the above-referenced statements.

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Development has made a great effort in increasing the proposed landscape material to screen the adjacent office building to the north of our property (**Exhibit B**).

Water Pointe wishes to be a good neighbor to the Applicant and the Town of Jupiter community at large. Towards that end, Water Pointe and the Applicant engaged in good faith conversations at the direction of the Planning & Zoning Commission, and we have come up with a compromise easement (**Exhibit A; Exhibit E**), which Water Pointe traffic consultant also supports (**Exhibit E**). The compromise easement would provide for emergency ingress and egress between the two properties, which will be controlled by an access control gate system. (**Exhibit E**). **Kindly familiarize yourself with further understanding current existing conditions as well for reference (Exhibit F).**

Finally, Water Pointe would like to intervene in the Application and address the Commission for up to the allotted time of 15 minutes during the March 18, 2025 Town Council Meeting.

Respectfully,

Stephen Cohen

Water Pointe of Jupiter Florida, a Condominium
Board of Directors

Encl: Supporting Evidence – Exhibits

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit A

Cotleur & Hearing Letter



February 12, 2025

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

To: **Peter Meyer, Senior Planner**

Re: US-1 Medical Office Site Plan Review
1352 S US Highway 1, Jupiter, FL 33477

Dear Peter,

Following the Planning and Zoning Commission Meeting on Tuesday, February 11, 2025, where the US-1 Medical Office Building (MOB) site plan application was presented for consideration, a discussion took place with the representative from WaterPointe regarding their objection to the proposed Cross Access. There were several points raised about the existing disputed easement and a general safety concern over connecting the two properties.

The Planning and zoning Commission was clear in their desire to see if an alternative solution could be brought forward by both parties. After the meeting, we discussed the possibility of modifying the cross access connection to make it only for emergency vehicles. The access point could be secured via security arms or gates, with Knox Box or Click2 enter technology. This would permit cross access in the event of an emergency situation, but would limit the potential for pedestrian and vehicular conflict on a day to day basis. The Applicant for 1352 S US-1 would be in support of this compromise.

Sincerely,



Cotleur & Hearing

1934 Commerce Lane • Suite 1 • Jupiter • Florida • 33458
561-747-6336 • Fax 561-747-1377 • Lic.# LC-C000239

George Missimer, AICP
Partner

(561) 406-1008 | gmissimer@cotleur-hearing.com

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit B

Landscape Plan Mark-Up with Notes



Coteleur & Hearing
Landscape Architects
and Planners
1004 Commerce Lane
Suite 1
Jupiter, Florida 33457
561.765.1300
www.coteleurhearing.com
Lic# LC-36000535

Jupiter, Florida

US1 Medical Office

DESIGNED	DATE
APPROVED	DATE
DATE	DATE
REVISIONS	DATE

February 17, 2025 9:04 AM
Drawing: 25-000 10-000

SHEET 1 OF 2

COTELEUR & HEARING, INC.

1004 Commerce Lane
Jupiter, Florida 33457
561.765.1300
www.coteleurhearing.com
Lic# LC-36000535

Refer to graphics and alt concepts - Safety concern, interconnectivity between residential to commercial doesn't make good practical planning or design sense. Commercial to commercial yes. Residential to commercial - No. There's gates on the north side of the north office building specifically for this reason...Water Pointe receives ZERO benefit for this access except added liability, added security and added safety concerns. Water Pointe provides a significant new tax base to the County and Town (in excess of \$35M new property values).

Request mix of and other trees for proper screening of the 54' tall Office building - Refer to Cover Letter

ZONING: CM - MIXED USE

Exhibit B

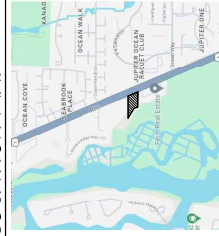
Request TALLER and MORE Landscaping along North Property Line. While some updates made, not enough for 54' tall building.

STATE ROAD #5
120' RIGHT-OF-WAY
(U.S. HIGHWAY 1)
(FOOT R/W MAP SECTION 93040-2112)

Small office site one (1) access point more than sufficient internal connection unnecessary and undesirable, unsafe.

If interconnectivity so critical to Town then Medical Office must be required to provide cross access connection to south property line as well.

LOCATION MAP



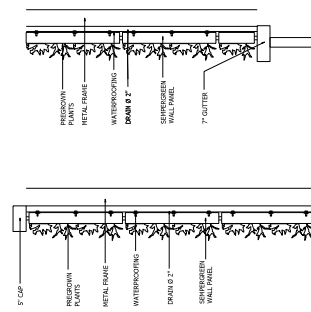
Landscape Plan



North

Scale: 1" = 20'-0"

LIVING WALL DETAILS



A MIXTURE OF EUROPE, FLORIDIAN, AFRICAN, LANTANA, ALLAMANDA, AND OTHER PLANTS ARE TO BE USED TO PROVIDE A VARIETY OF COLORS AND TEXTURES TO THE GREEN WALL. PLANTS ARE TO BE 18" TO 24" TALL AND 18" TO 24" WIDE. PLANTS ARE TO BE 18" TO 24" TALL AND 18" TO 24" WIDE. PLANTS ARE TO BE 18" TO 24" TALL AND 18" TO 24" WIDE.

LANDSCAPE DATA

US-1 MEDICAL OFFICE
1004 COMMERCE LANE
JUPITER, FL 33457

DATE: 02/17/2025
PROJECT: US-1 MEDICAL OFFICE

DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

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PROJECT: US-1 MEDICAL OFFICE

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

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PROJECT: US-1 MEDICAL OFFICE

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

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DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

PROJECT: US-1 MEDICAL OFFICE

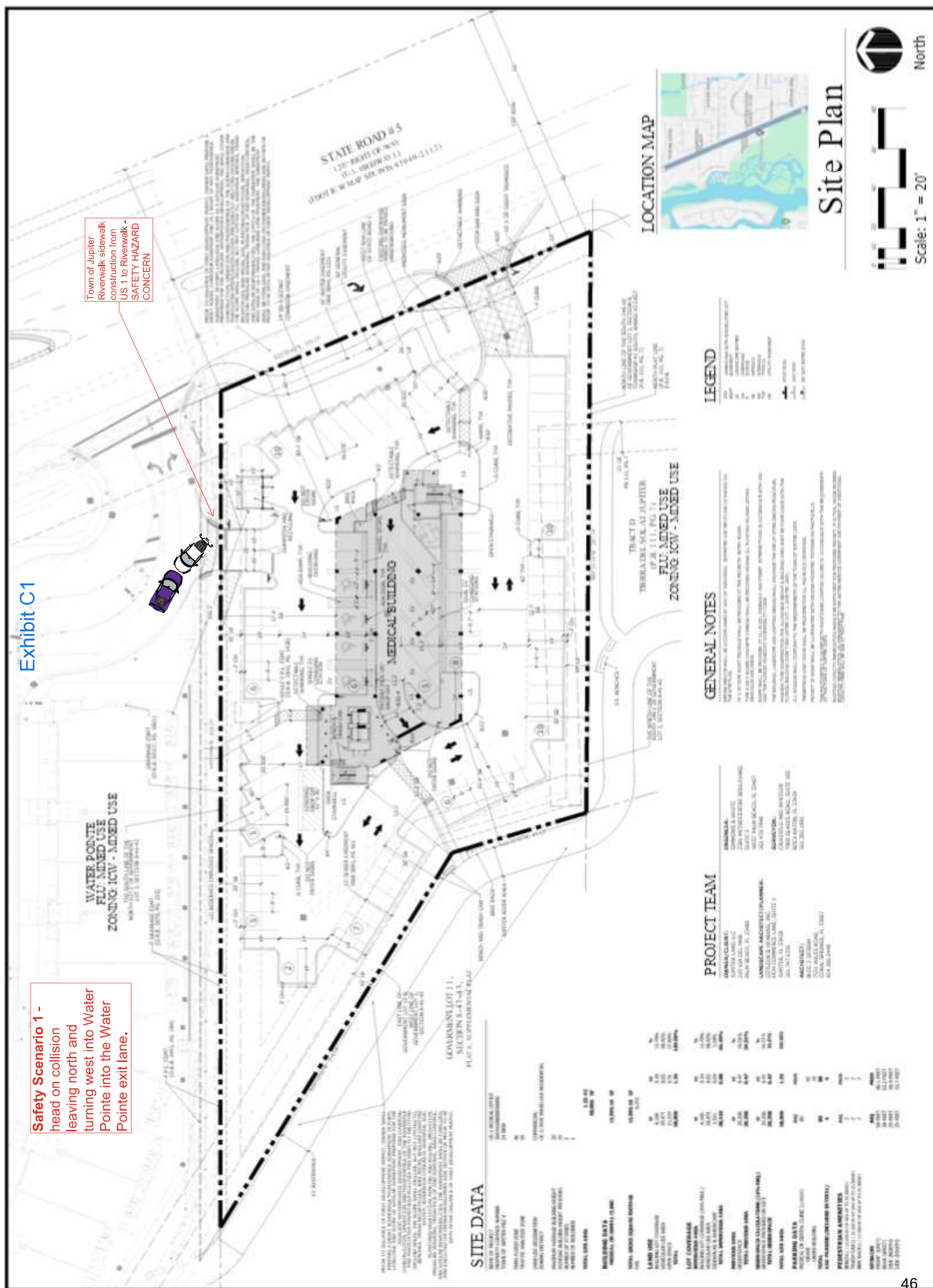
DESIGNED BY: COTELEUR & HEARING, INC.

DATE: 02/17/2025

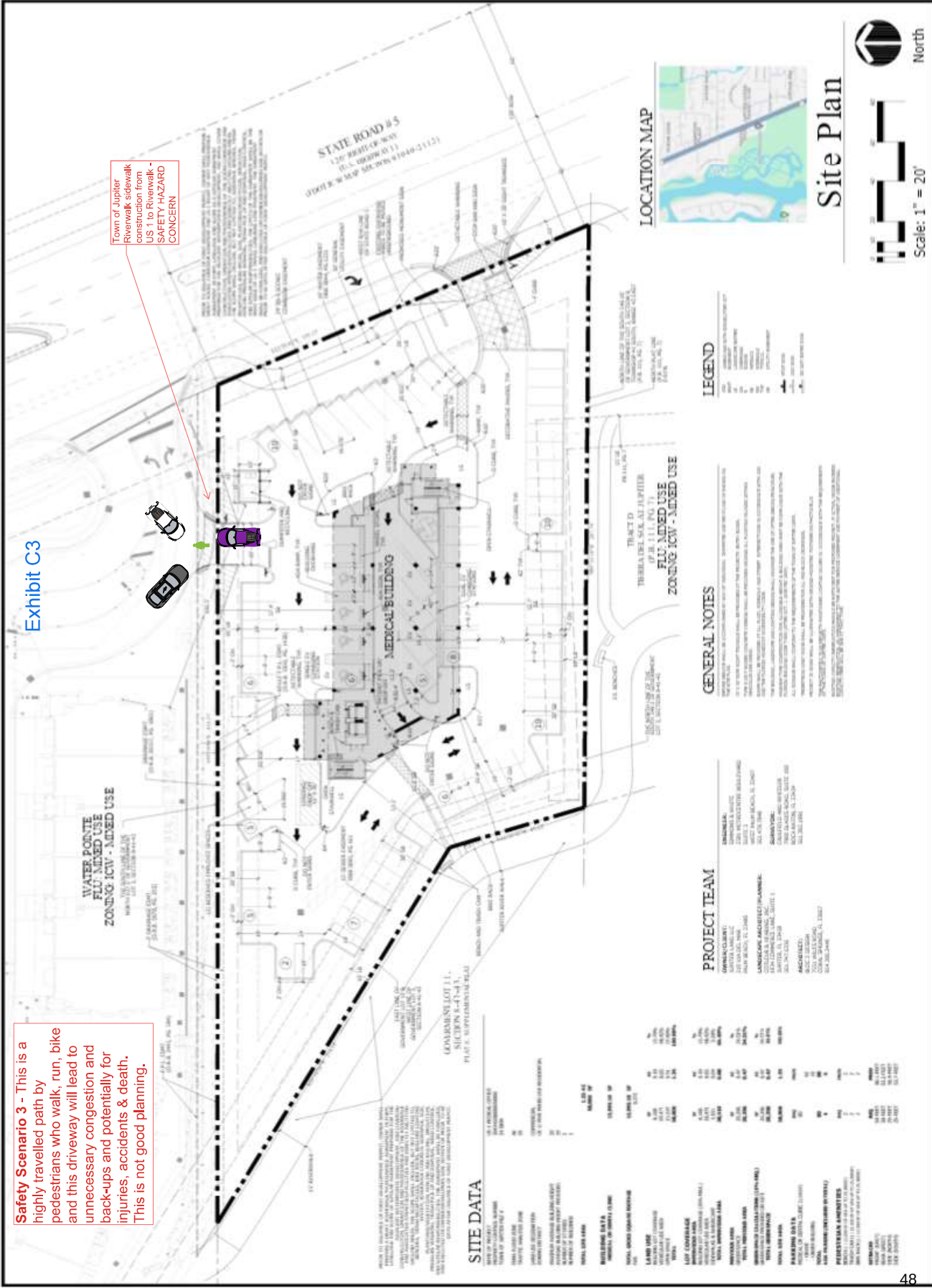
Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit C

Safety Scenarios 1-4 and Concept 1

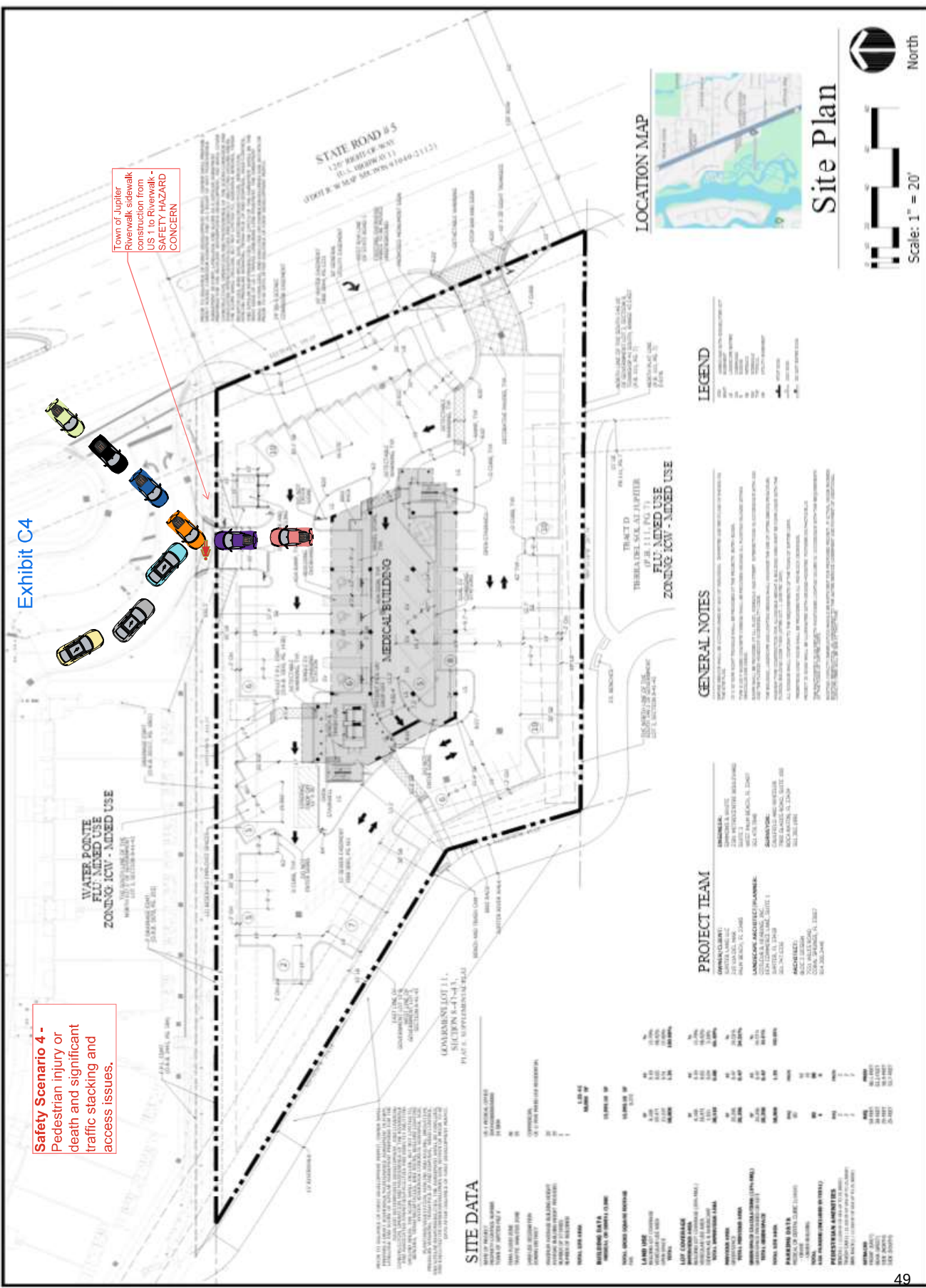


DATE	10/11/11
BY	W. J. B.
CHECKED BY	W. J. B.
APPROVED BY	W. J. B.
DATE	10/11/11
BY	W. J. B.
CHECKED BY	W. J. B.
APPROVED BY	W. J. B.

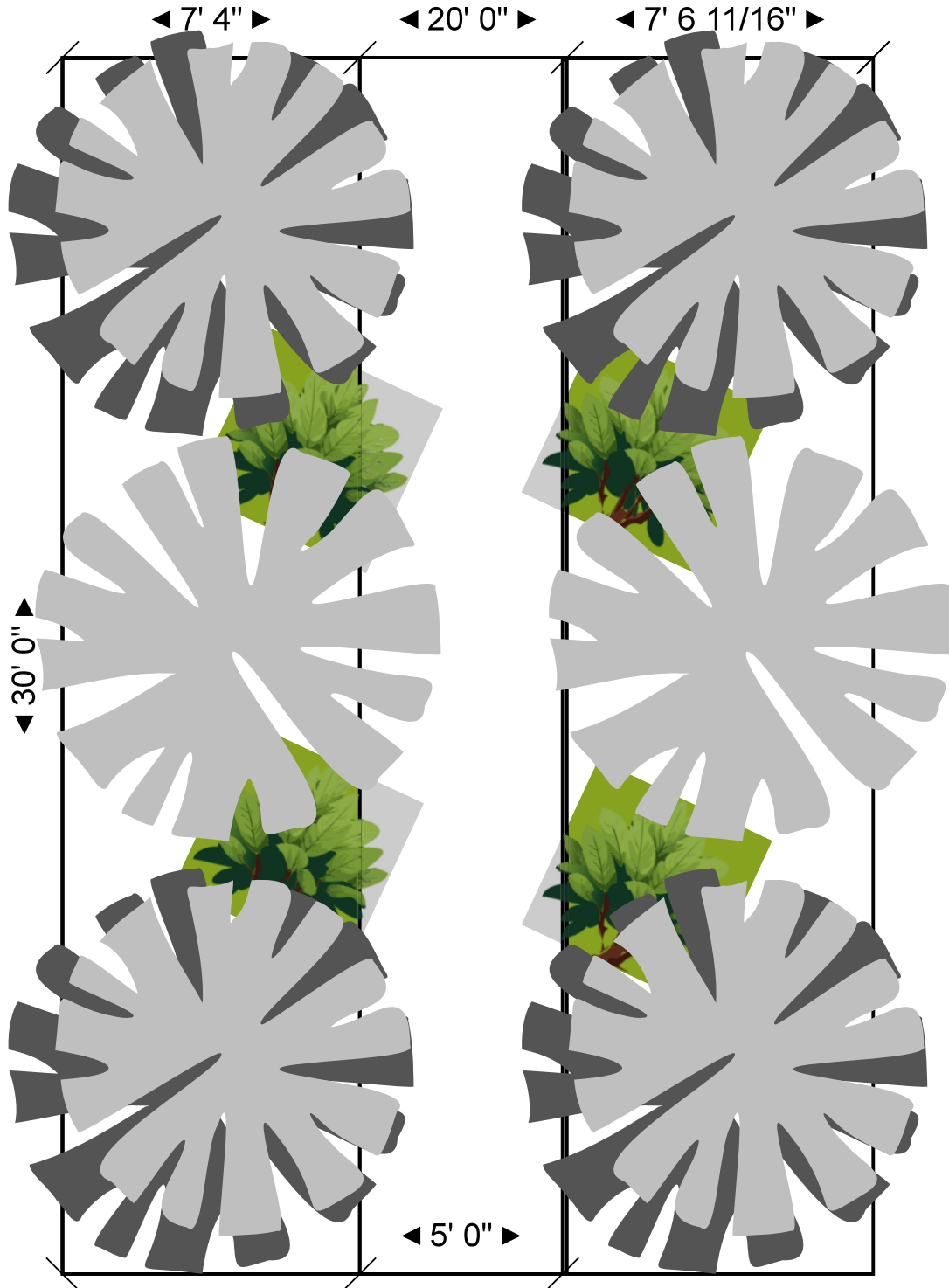


NO. OF SHEETS	2
SHEET NO.	1
DATE	05/11/2017
BY	W. J. COTELEUR
CHECKED BY	W. J. COTELEUR
APPROVED BY	W. J. COTELEUR
DATE	05/11/2017

PROJECT NO.	14-00000011E
PROJECT NAME	US 1 Medical Office
PROJECT LOCATION	Jupiter, Florida
PROJECT OWNER	US 1 Medical Office
PROJECT CONTACT	US 1 Medical Office
PROJECT PHONE	US 1 Medical Office
PROJECT FAX	US 1 Medical Office
PROJECT EMAIL	US 1 Medical Office
PROJECT WEBSITE	US 1 Medical Office



Concept 1 - Plan View

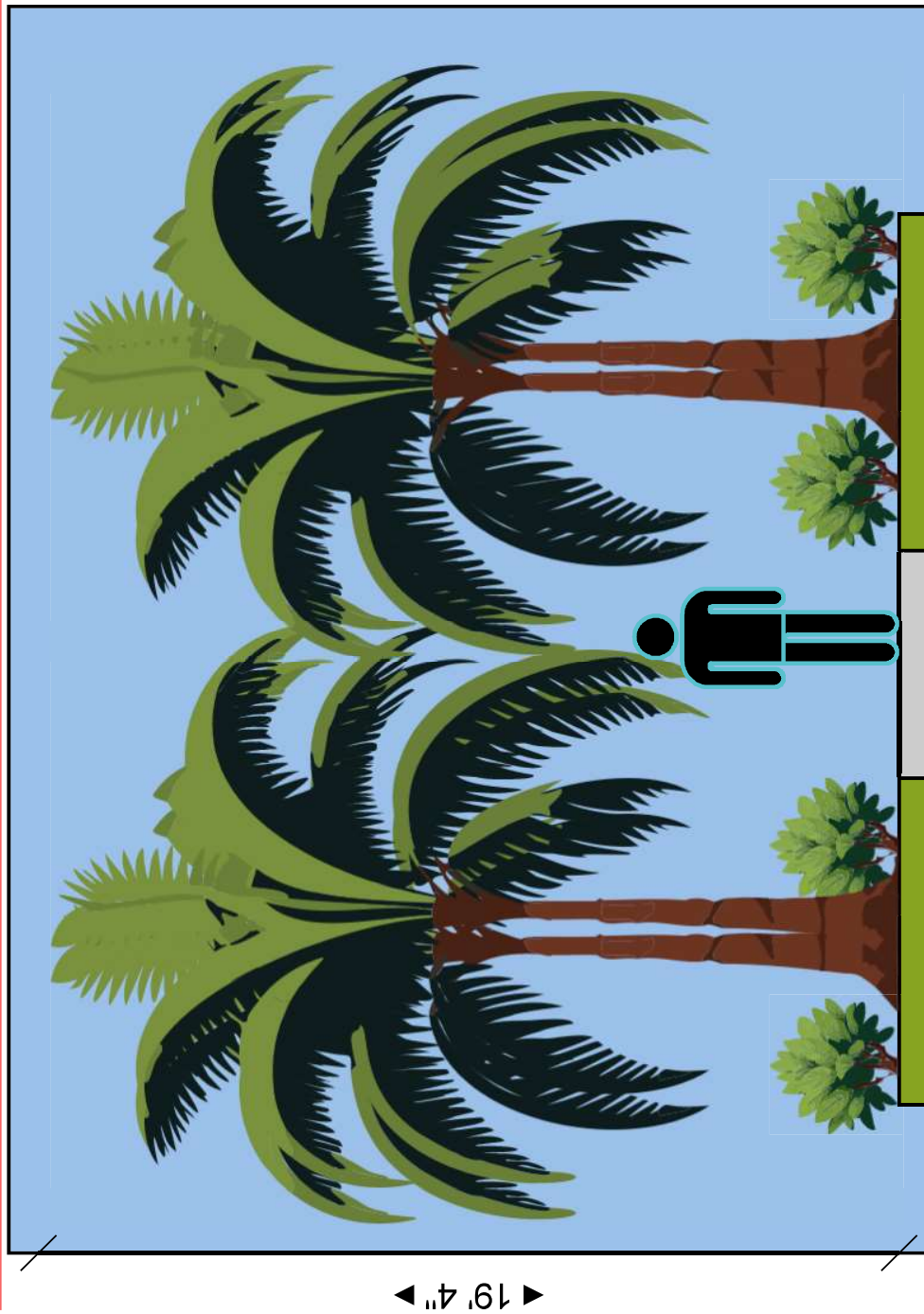


Cross Access Pathway Between
Water Pointe & Medical Office
Plan view

Better, safer, more environmentally friendly, more beautiful
solution for 20' easement in lieu of driveway hazard.

concept 1 - Elevation

Better, safer, more environmentally friendly, more beautiful solution for 20' easement in lieu of driveway hazard.



Cross Access Easement
Pathway Elevation from Water Pointe
into Medical Office

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit D

February 7, Planning & Zoning Supporting Back Up Objection & Rationale

Exhibit D

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

2/7/25

Town of Jupiter
Planning & Zoning Commission; Town of Jupiter City Commission; Planning & Zoning;
Engineering
210 Military Trail
Jupiter FL 33458

To Whom it May Concern:

Water Pointe of Jupiter Florida, a Condominium ("Association"), Emerald Cay Holdings, LLC ("Developer") and LC Construction Florida, Inc. ("Building Contractor" and "Broker"), hereby are making it formally known of our objection to the Medical Office site plan last dated/revised 1/22/25.

- 1) Pursuant to the Recorded Water Pointe Plat, #4, the south cross access easement is not dedicated to the Town of Jupiter. Therefore, the Town has no right to use it. The Association is not obliged to give the Medical Office the right to use this access. As such we seek to prohibit the intent of that use as depicted on the Medical Office Building Site Plan. We request that the PZ hearing be deferred until a future site plan is modified and acceptable to Water Pointe so that the Cross Access Easement is not taken from the Association.
- 2) In addition to the aforementioned, the Association would like the Town and Applicant to increase the Medical Office landscape buffer along the entire north property line with taller and more lush landscaping due to the 4 story tall building. Emphasis should be placed on height and proper landscape buffer screening to accommodate the 55' tall building.

The Association appreciates the Town of Jupiter looking further into these important matters that directly impact the Association.

Respectfully,

Stephen Cohen

Water Pointe of Jupiter Florida, a Condominium
Board of Directors

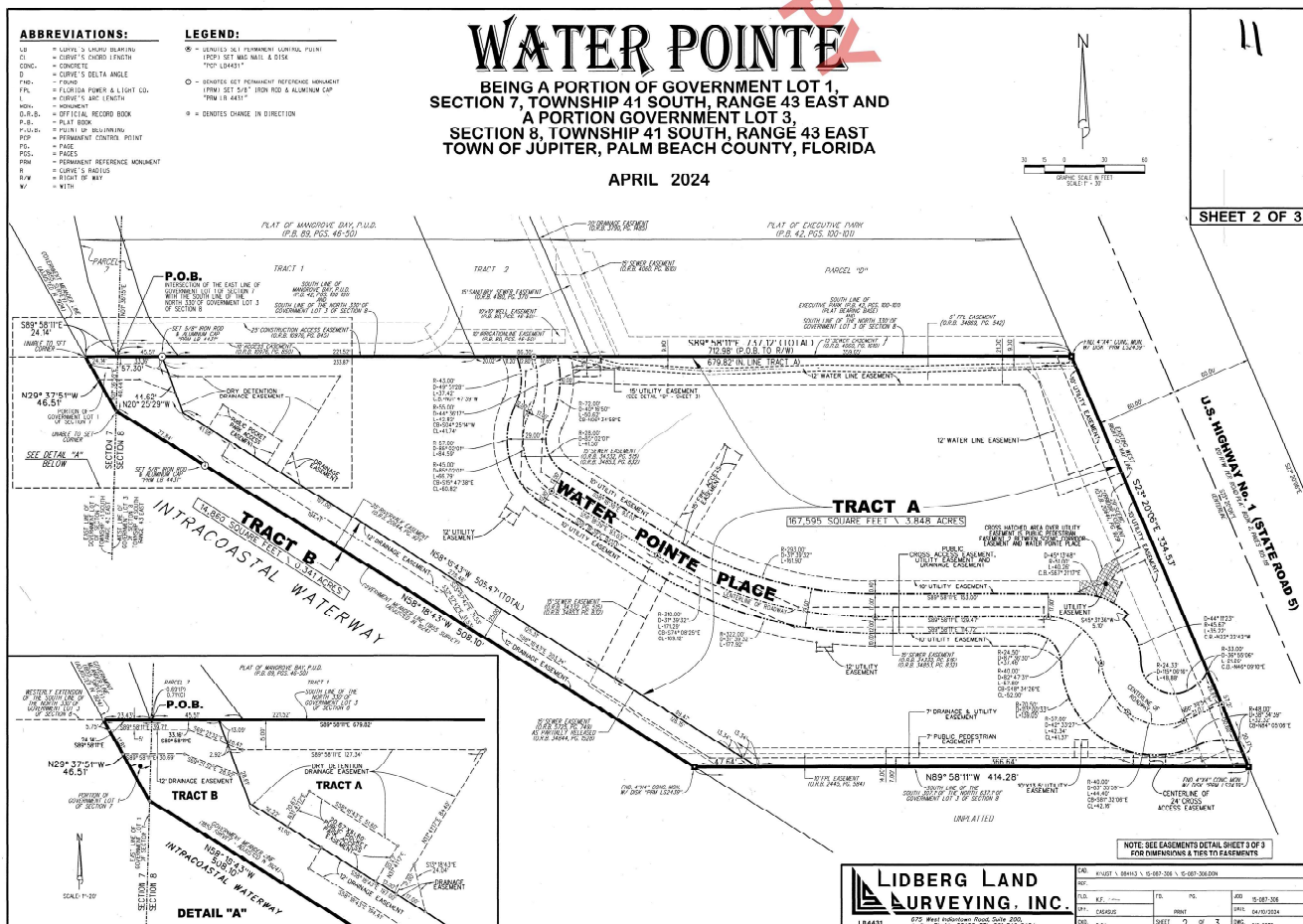
Cc: Emerald Cay Holdings, LLC; LC Construction Florida, Inc.
Encl: Supporting Back-up (Exhibit A)

Page 1 | 2

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

10

NOT A CERTIFIED CO.



NOT A CERTIFIED COPY



Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit E

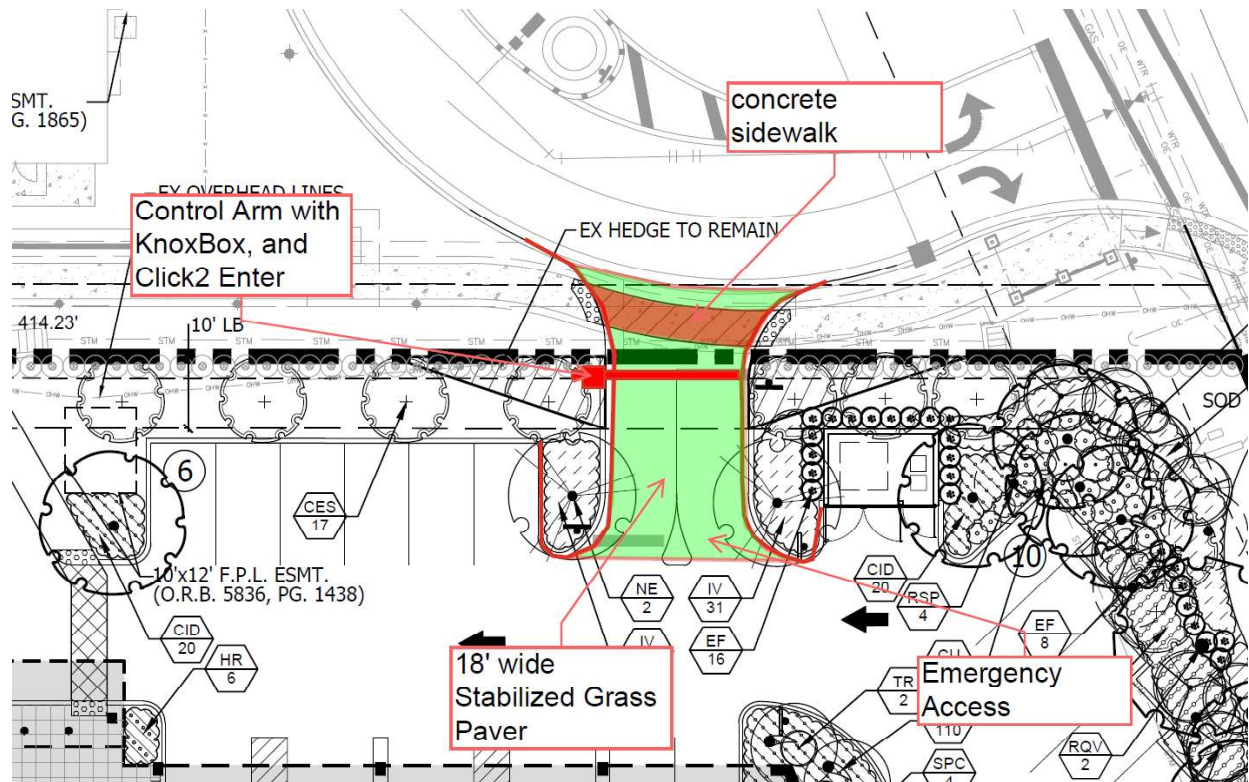
Concept 2

Traffic Consultant Review

Access Control and Barrier Arm Detail

Exhibit E - Emergency Access Concept 2 - Mutually agreed by Applicant and Water Pointe
Refer to Traffic Consultant Review of this concept & proposed Gate Details

Concept 2 – Prepared by Cotleur & Hearing (medical office applicant), which Water Pointe of Jupiter FL and traffic consultant supports this concept vs the prior version. Specs for access control and barrier arm for emergency services is also included.



Steve,

I will not be able to attend the meeting on Monday. I have reviewed the marked up Cotleur Hearing plan which shows the cross access as Emergency Access only, with a gate. This is a much better plan regards to access by eliminating internal conflicts and potential backups onto US 1. I believe this should satisfy both property owners and be acceptable to the Town of Jupiter.

Regards,

Rebecca Mulcahy, P.E.

Pinder Troutman Consulting, Inc.

MASTERFUL ENGINEERING.

MA/MAT

HIGH-TRAFFIC DC BARRIER
GATE OPERATOR



MA

BASE DIMENSIONS:

MA	41.03" H x 16.37" W x 13.50" D
MAT	41.95" H x 14.46" W x 13.79" D

OPERATOR WEIGHTS (WITHOUT ARM):

Mega Arm Pedestal (MADCBB3)	89 lbs.
Mega Arm Tower (MATDCBB3)	113 lbs.

MECHANICS



- 24VDC/800 RPM Continuous-Duty Motor
- 1/2 HP Equivalent
- Gear Reduction 60:1 Reducer in Synthetic Oil Bath
- Chassis: Powder-Coated 1/4 in. Aluminum Alloy

LED BARRIER ARM SPECIFICATIONS



- Arm Material: Aluminum
- Operating Voltage: 12VDC
- Lamp Type: LED 2528 IP68 Silica Gel Filled
- Color: Red/White
- Power: 14.4 W/m
- UL Listed: UL 325 and UL 991—Class I, II, III and IV
- Warranty: 6-Month Limited

TEMPERATURE SPECIFICATIONS

-13°F (-25°C) to 140°F (60°C)

MALED12	12 ft. x 3 in. x 2-1/4 in.; 17 lbs. (10 ft. 9-3/4 in. Installed)
MALED17	17 ft. x 3 in. x 2-1/4 in.; 25 lbs. (14 ft. Installed)

POWER

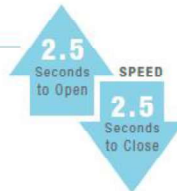


- 120V Applications
- 220V Optional
- Accessory Power 24VDC 500 mA

COMMERCIAL-GRADE DESIGN



- Cover:
 - MA—UV-Resistant Polyethylene
 - MAT—Full Aluminum Cabinet
- UL® 325 and UL 991: Class I, II, III and IV
- Recommended Capacities:
 - Max. Arm Length—9–17 ft. Aluminum or PVC Arm
 - Cycles—6,000/Day



ADDITIONAL ARM OPTIONS.

ALUMINUM

- MA024-10RDOT—Red/White Stripe Articulating Arm (10-ft. Arm Length)
- MALED12—Red/White LED Arm (12-ft. Arm Length)
- 50-ALMARMDOT—Red/White Stripe (15-ft. Arm Length)
- MALED17—Red/White LED Arm* (17-ft. Arm Length)
- MA116RDOT—Red/White Stripe** (17-ft. Arm Length)

PVC

- MA034RDOT—Red/White Stripe Articulating Arm (9-ft. Arm Length)

*Requires Counterweight MALED12
**Requires Counterweight MA117

FEATURES.

STANDARD

BUILT-IN 110V CONVENIENCE OUTLET

- Simplifies Adding or Powering Up Accessory Devices and Saves the Expense of Having to Add an Extra Outlet

UNIVERSAL CONTROLLER WITH 8 INPUTS

- Allows for the Connection of a Full Range of Optional External Devices

OPTIONAL

SLIP CLUTCH (MA005C)

- Allows Arm to Be Manually Pushed Open without Damaging the Gearbox or Shear Pins; Arm Automatically Resets to Normal Closed Position upon Receiving Activation

RIGHT- OR LEFT-HANDED OPERATION

- Provides Flexibility to Fit your Application and Ease of Installation

850LM RADIO RECEIVER

- Universal Receiver for Commercial Applications

HEATER (MA201/UN201)

- Maintains a Suitable Temperature Inside the Operator When Reaching Below 32°F; 150 W (MA Only) or 500 W (MAT Only)



SUPPORT.



For Support Tools and Training Videos, Visit LiftMasterTraining.com

For More Information on Gate Operators, Visit LiftMaster.com/UL325Gates

To Find the Right Perimeter Access Solution for You, Visit LiftMaster.com/Solution-Generator



Sales Support: 800.282.6225
Technical Support Center: 800.528.2806
To Order: 800.323.2276

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LiftMaster.com
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LMTCA00MAMC21 2/22

MA / MAT HIGH-TRAFFIC DC BARRIER GATE OPERATOR

Reliable barrier operator for heavy-traffic applications.



MAT

RELIABLE

HEAVY-DUTY DC MOTOR PERFORMS IN THE MOST DEMANDING APPLICATIONS.

BATTERY BACKUP SAFEGUARDS YOUR PROPERTY WHEN THE POWER IS DOWN.

SMOOTH START/STOP OPERATION EXTENDS LIFE OF OPERATOR.

MAGNETIC LIMIT SENSORS ARE DESIGNED FOR HIGH-CYCLE APPLICATIONS.

SURGE SUPPRESSION PROVIDES INDUSTRIAL SURGE AND LIGHTNING PROTECTION.

WARRANTY OF 10 YEARS FOR ALUMINUM FRAME AND 2 YEARS FOR PARTS.

SMART

SAMS (SEQUENCED ACCESS MANAGEMENT SYSTEM) PROVIDES CONTROL BETWEEN BARRIER AND SLIDE/SWING GATE OPERATOR TO MAXIMIZE TRAFFIC FLOW.

AUXILIARY PROGRAMMABLE RELAY MAKES ADDING ADDITIONAL ACCESSORIES EASY.

MULTI-VEHICLE MEMORY ALLOWS BARRIER ARM TO REMAIN OPEN UNTIL ALL PREAUTHORIZED VEHICLES PASS THROUGH.

SAFE AND SECURE

FIRE-DEPARTMENT COMPLIANCE ALLOWS GATE TO AUTO-OPEN UPON LOSS OF AC POWER OR BATTERY DEPLETION.

BREAKAWAY ARM CAN BE EASILY REINSTALLED IF ARM IS HIT.

ANTI-TAILGATE QUICKLY SECURES PROPERTY, PREVENTING UNAUTHORIZED ACCESS.

SECURITY+ 2.0® SAFEGUARDS FACILITY ACCESS WITH ROLLING CODE TECHNOLOGY, OPENING FOR REGISTERED DEVICES ONLY.

BATTERY BACKUP

**EXTENDED BARRIER
ARM LENGTH**
up to 17 ft. Long

RECOMMENDED ACCESSORIES:



MALED12/MALED17

LED BARRIER ARM

Aluminum arm with integrated red LED light and DOT tape provides exceptional visibility 24 hours a day.

LOW-POWER LOOP DETECTOR

Automatic sensitivity settings for ease of vehicle detection. Power-efficient design for max. cycles on battery backup.



KEY FEATURES

HIGH CAPACITY
2,000 users
(Card, PIN, Card and PIN)

VERSATILE CONTROLLER
Functions as Stand-Alone or
in Pass-Through Mode

DURABILITY
Sealed weatherproof design

SMART

HIGH CAPACITY – 2,000 USER CAPACITY (CARD, 4 TO 6 DIGIT PIN, OR A COMBINATION OF CARD AND PIN).

SLEEK LOW-PROFILE DESIGN – COOL BLUE BACKLIT KEYS.

LATCH MODE HOLDS DOOR OR GATE OPEN FOR AN EXTENDED PERIOD OF TIME.

TIME SAVING BLOCK CARD ENROLLMENT.

FUNCTIONS AS A STAND-ALONE CONTROLLER OR IN WIEGAND PASS-THROUGH MODES.

PROGRAMMABLE OUTPUT RELAY WITH ADJUSTABLE CONTACT TIME APPROPRIATE FOR GATE OPERATOR, COMMERCIAL DOOR OPERATOR, DOOR STRIKE OR SOLENOID LOCK.

RELIABLE

WEATHERPROOF KEYPAD AND PROXIMITY CARD READER IN ONE DEVICE.

DESIGNED FOR OUTDOOR ENVIRONMENTS WITH A SEALED, WEATHER-PROOF DESIGN ALLOWING YOU TO EASILY MOUNT ANYWHERE.

CAPABLE OF NETWORKING (2) KPR2000'S, KPR2000 TO THE PPWR RECEIVER OR TO MOST ACCESS CONTROL SYSTEMS.

SECURE

PROTECTS FROM UNWANTED ENTRY WITH RUGGED VANDAL-RESISTANT BACKLIT METAL ENCLOSURE.

ANTI-TAMPER ALARM ALERTS YOU WHEN SOMEONE HAS ATTEMPTED TO OPEN THE CASE WHILE POWERED.

ABILITY TO SET MULTIPLE SECURITY ALARMS WITH INTEGRATED ALARM BUZZER AND OUTPUT.

DEFAULT STANDARD 26-BIT WIEGAND WITH OPTION FOR 30-BIT SENTEX.

KPR2000 WIRED KEYPAD AND PROXIMITY READER

Single-entry multi-function
access controller with integrated
keypad and card reader.

TOTAL SOLUTION ACCESSORIES:

GOOSENECK PEDESTAL
42 in. pad mount or 64 in. in-ground
pedestal 2x2 in. square pipe, black
powder coated finish 11 ga. Steel.



PEM2 / PED64

TRIM PLATE KIT

Decorative trim piece for faceplate,
powder coated finish, black.



142A0271

POWER SUPPLY

12VDC, 2.0 amp power supply.



PS12D2A

**PROXCARD II® 1326
CLAMSHELL 26-BIT CARD**
Proximity card for
credentialed access.



LMP02-ST

PROXKEY III® 1346 KEYFOB
Proximity fob for
credentialed access.



LMPK3-ST

PASSPORT RECEIVER

Security+ 2.0® receiver compatible
with LiftMaster Access Control
solutions. Supports standard Wiegand
protocol in two operational modes:
Pass-Through and Advanced.



PPWR

PASSPORT REMOTE

3-Button Passport MAX Keychain Prox
Remote Control with Wiegand proximity
sensor for access control integration
with a card reader.



PPK3PHM

PRODUCT GUIDE

KPR2000

WIRED KEYPAD AND PROXIMITY READER

LiftMaster.

Water Pointe of Jupiter Florida, a Condominium
1054 Gateway Blvd, Suite 107
Boynton Beach, FL 33426

Exhibit F

View of Existing New Construction Conditions at Water Pointe & Sidewalk

Supporting Evidence – Water Pointe

Water Pointe new construction entry image photos of public sidewalk that runs from US1 west to Town of Jupiter Riverwalk. Cross Access Driveway would require major construction demolition of plantings, various underground utilities, new sidewalk, new irrigation, new landscaping, curbing, pervious special pavers.

Shared driveway connection will pose significant safety concern to public at sidewalk, the access idea will pose a major inconvenience for Water Pointe residents, plus a significant traffic safety concern along with various other scenarios.

The cross connection between Residential and Commercial is Dangerous, Unnecessary, Unsafe among all the other reasons stated including all other supporting evidence provided.

A pedestrian connection would be the best use for the cross access via sidewalk; Alternatively if Town of Jupiter must have interconnection, then Water Pointe has agreed to accept the use for “Emergency Use Only” with access control. Water Pointe believes the Town is making a significant planning oversight if the Town approves this as proposed.

View looking west at Water Pointe entry – Photo 1



View looking west down the existing new Sidewalk

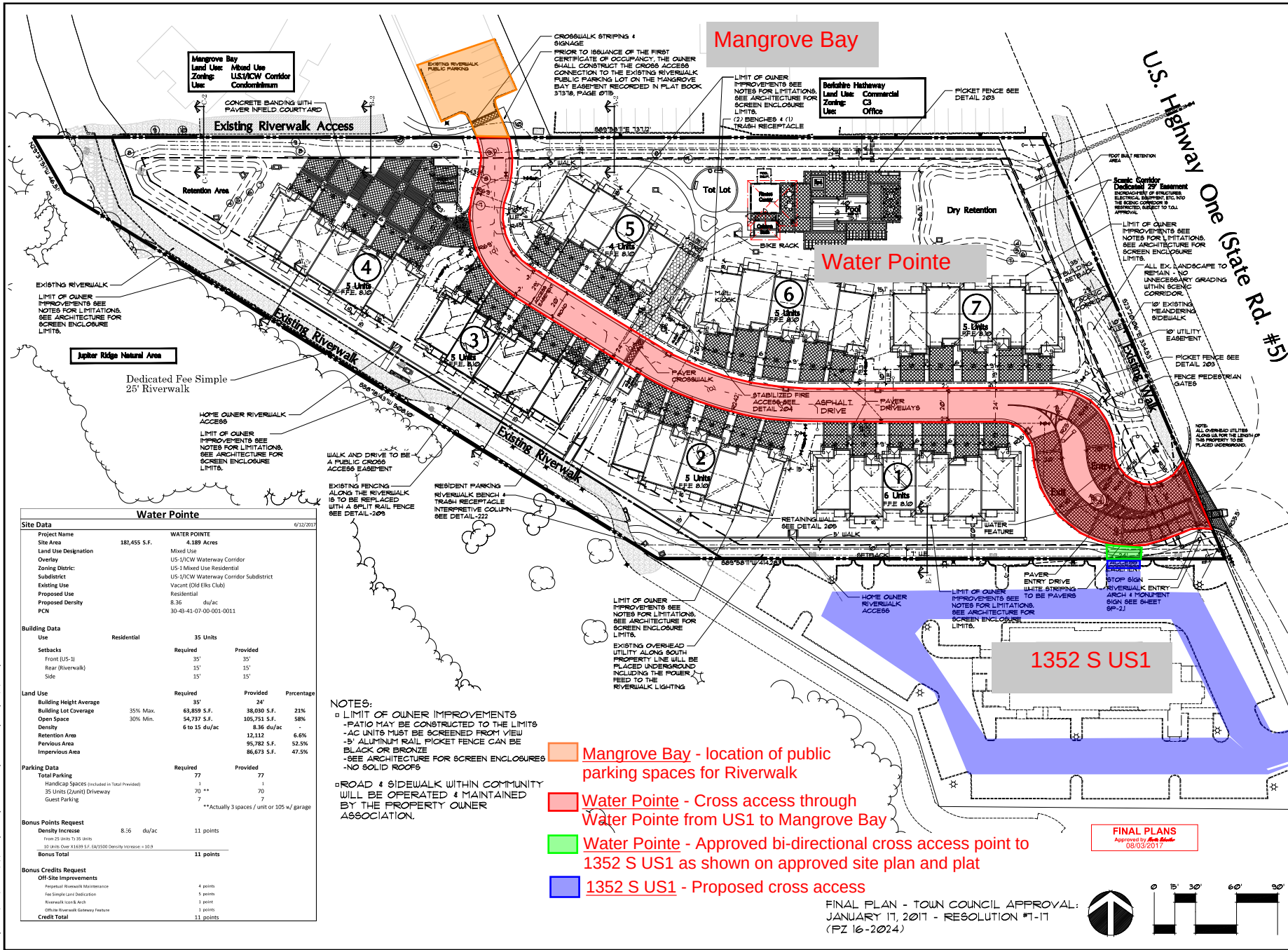


View of New Entry from US 1 – No will abide by the double yellow lines – People will dart across the egress lane of Water Pointe with this absurd interconnection idea.



Existing Office Neighbor to the North - View of gate restricting access into parking lot





Gentile Glas Holloway O'Mahoney & Associates, Inc.
Landscape Architects
Planners
Environmental Consultants

1901 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-5551
561-575-5552 FAX
www.g3h.com

Overall Site Development Plan

Water Pointe
Jupiter, Florida

Designed: 08/03/2017
Drawn: 08/03/2017
Approved: 08/03/2017
Date: 08/03/2017
Job no.: 16-0231T
Revisions: 08/03/2017
08/03/2017
08/03/2017

Digitally signed by Emily M. O'Mahoney, P.L.A.
DN: cn=Emily M. O'Mahoney, ou=Gentile Glas Holloway O'Mahoney & Associates, ou=FL, email=emily@2gho.com, c=US
Date: 2017.06.13 15:50:51 -0400

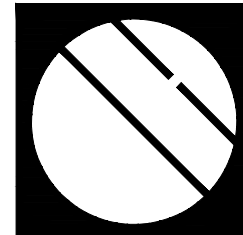
LC 0000171

Sheet Title:
Overall Site Development Plan

Scale: 1" = 30'

Sheet No.:
SP-1

16-0231T



Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

US1 Medical Office

Jupiter, Florida

Attachment 3 - Plans

WATER POINTE FLU: MIXED USE ZONING: ICW - MIXED USE

THE SOUTH LINE OF THE
NORTH 637.1' OF GOVERNMENT
LOT 3, SECTION 8-41-43

3' DRAINAGE ESMT.
(O.R.B. 5678, PG. 252)

DRAINAGE ESMT.
(O.R.B. 20557, PG. 1865)

F.P.L. ESMT.
(O.R.B. 2445, PG. 584)

PRIOR TO ISSUANCE OF FIRST DEVELOPMENT PERMIT, OWNER SHALL PREPARE A DRAFT RIVERWALK MAINTENANCE AGREEMENT IN FORM, LANGUAGE AND SCOPE OF SIMILAR AGREEMENT PREPARED FOR THE ADJACENT WATERPOINTE DEVELOPMENT, AND COVERING CONSTRUCTION, OPERATION AND MAINTENANCE OF THE RIVERWALK AND ASSOCIATED AMENITIES/FACILITIES AND DIRECTLY ABUTTING GROUND AREAS. THE SCOPE SHALL INCLUDE, BUT NOT LIMITED TO, BENCHES, TRASH RECEPTACLES, BIKE RACKS, BOLLARD LIGHTING SYSTEM, RIVERWALK CONCRETE SIDEWALK, SOI, PLANTINGS/VEGETATION, FENCING AND RAILING, IRRIGATION, PRESSURE WASHING, TRASH PICK UP AND DISPOSAL, WEED CONTROL, AND SIMILAR RESPONSIBILITIES. THE AGREEMENT SHALL BE FINALIZED, AND EXECUTED ON OWNER/DEVELOPERS SIDE WITHIN OR PRIOR TO 60 DAYS AFTER ISSUANCE OF FIRST DEVELOPMENT PERMIT.

GOVERNMENT LOT 11,
SECTION 8-41-43,
PLAT 6, SUPPLEMENTAL PLAT

SITE DATA

NAME OF PROJECT US-1 MEDICAL OFFICE
PROPERTY CONTROL NUMBER 30434108000030000
TOWN OF JUPITER P&Z # 24-5894
FEMA FLOOD ZONE AE
TRAFFIC ANALYSIS ZONE 59
LAND USE DESIGNATION COMMERCIAL
ZONING DISTRICT US 1/ MXR MIXED USE RESIDENTIAL
MAXIMUM AVERAGE BUILDING HEIGHT 35'
AVERAGE BUILDING HEIGHT PROVIDED 35'
NUMBER OF STORIES 3
NUMBER OF BUILDINGS 1

TOTAL SITE AREA 1.35 AC
58,806 SF

BUILDING DATA
MEDICAL OR DENTAL CLINIC 15,995.10 SF

TOTAL GROSS SQUARE FOOTAGE 15,995.10 SF
FAR 0.272

LAND USE	SF	AC	%
BUILDING LOT COVERAGE	8,108	0.19	13.79%
VEHICULAR USE AREA	28,471	0.65	48.42%
OPEN SPACE	22,227	0.51	37.80%
TOTAL	58,806	1.35	100.00%

LOT COVERAGE	SF	AC	%
IMPERVIOUS AREA	8,108	0.19	13.79%
BUILDING LOT COVERAGE (35% MAX.)	28,471	0.65	48.42%
VEHICULAR USE AREA	1,931	0.04	3.28%
TOTAL IMPERVIOUS AREA	38,510	0.88	65.49%

PERVIOUS AREA	SF	AC	%
GREEN SPACE	20,296	0.47	34.51%
TOTAL PERVIOUS AREA	20,296	0.47	34.51%

GREEN SPACE CALCULATIONS (15% REQ.)	SF	AC	%
GREEN SPACE PROVIDED ON SITE	20,296	0.47	34.51%
TOTAL GREEN SPACE	20,296	0.47	34.51%

TOTAL SITE AREA 58,806 1.35 100.00%

PARKING DATA	REQ	PROV
MEDICAL OR DENTAL CLINIC (1/2005F)	80	
- GRADE		62
UNDER BUILDING		19
TOTAL	80	80
ADA PARKING (INCLUDED IN TOTAL)	4	4

PEDESTRIAN AMENITIES	REQ	PROV
BENCH (1 / 12,500 SF OF GFA UP TO 25,000SF)	2	2
TRASH CAN (1 / 12,500 SF OF GFA UP TO 25,000SF)	2	2
BIKE RACK (1 / 12,500 SF OF GFA UP TO 25,000SF)	2	2

SETBACKS	REQ	PROV
FRONT (EAST)	50-FEET	80.1-FEET
REAR (WEST)	30-FEET	53.2-FEET
SIDE (NORTH)	25-FEET	56.9-FEET
SIDE (SOUTH)	25-FEET	53.7-FEET

PROJECT TEAM

OWNER/CLIENT:
JUPITER LAND LLC
210 VIA DEL MAR
PALM BEACH, FL 33480

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
BLOC 3 DESIGN
7551 WILES ROAD
CORAL SPRINGS, FL 33067
954.300.2449

ENGINEER:
SIMMONS & WHITE
2581 METROCENTRE BOULEVARD
SUITE 3
WEST PALM BEACH, FL 33407
561.478.7848

SURVEYOR:
CAULFIELD AND WHEELER
7900 GLADES ROAD, SUITE 100
BOCA RATON, FL 33434
561.392.1991

GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF OPTED DESIGN PRINCIPLES.

MINIMUM TYPE CONSTRUCTION FOR ALLOWABLE HEIGHT & BUILDING AREA MUST BE COMPLIANCE WITH THE FLORIDA BUILDING CODE T-500 (AFTER OCT. 1, 2005 FBC 2004).

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S.

PEDESTRIAN KING SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

THE PHOTOMETRIC PLAN REFLECTS MAINTAINED LIGHTING VALUES IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER LDR'S.

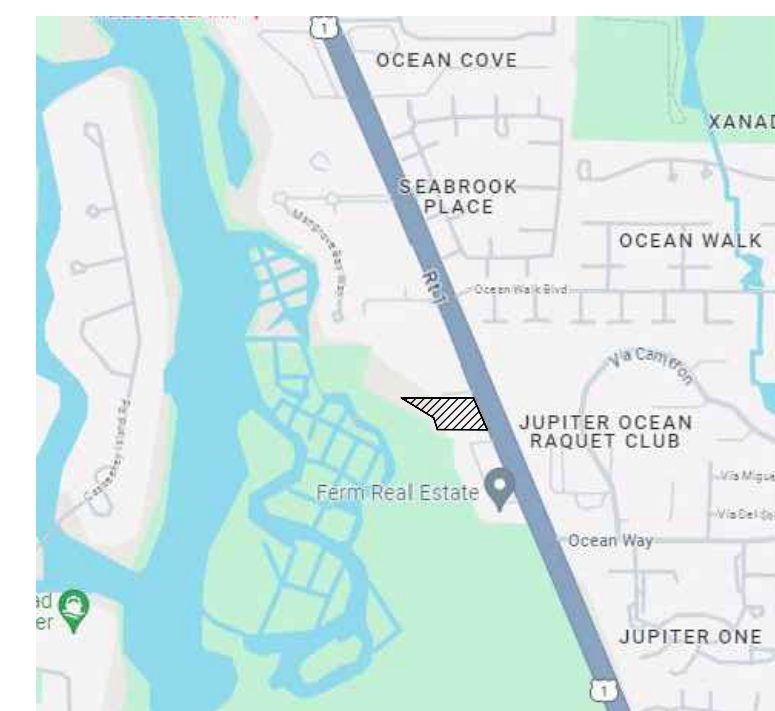
EXISTING CAPACITY RESERVATION SHOULD BE SUFFICIENT FOR PROPOSED PROJECT. IF ACTUAL USAGE EXCEEDS EXISTING RESERVATION, AN AMENDMENT TO THE WATER SERVICE AGREEMENT AND PAYMENT OF ADDITIONAL CAPACITY FEES WILL BE DUE AT THAT TIME.

LEGEND

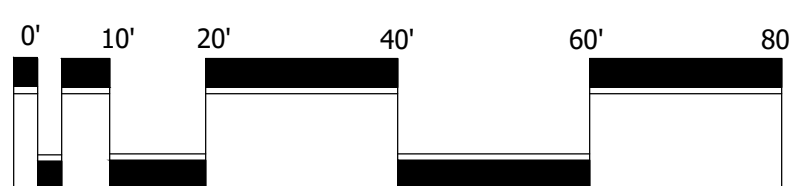
ADA ESMT AMERICANS WITH DISABILITIES ACT
LB EASEMENT
OH LANDSCAPE BUFFER
R OVERHANG
SB RADIUS
SW SETBACK
TYP SIDEWALK
UE TYPICAL
UTILITY EASEMENT

STOP SIGN
ADA SIGN
DO NOT ENTER SIGN

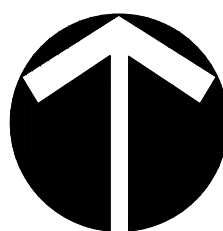
LOCATION MAP



Site Plan



Scale: 1" = 20'



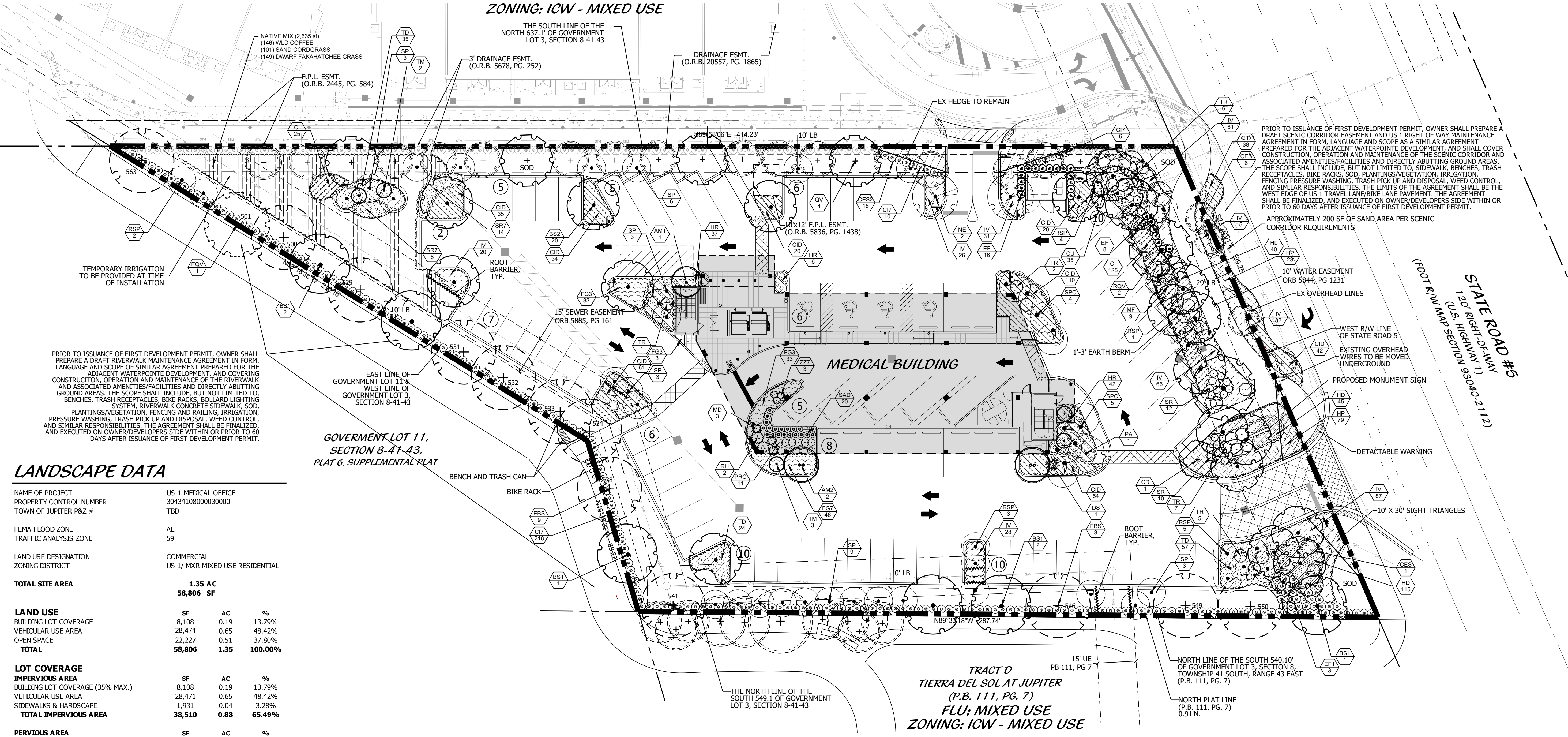
North

DESIGNED _____ DEH
DRAWN _____ JS, RO
APPROVED _____ DEH
JOB NUMBER 23-0501
DATE 01-04-24
REVISIONS 06-13-24
09-25-24
12-18-24
01-22-25
03-17-25

March 17, 2025 9:43:57 a.m.
Drawing: 23-0501 SP.DWG

SHEET 1 OF 2

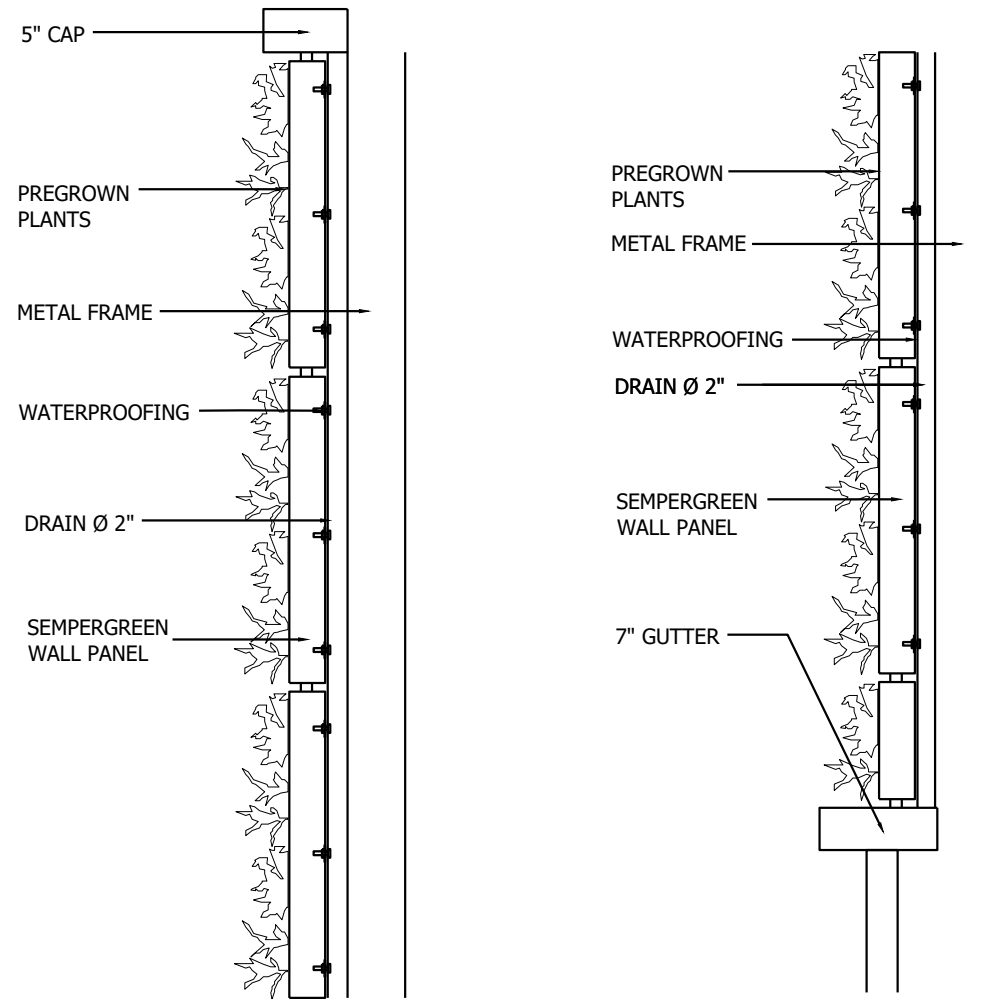
© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



LANDSCAPE DATA

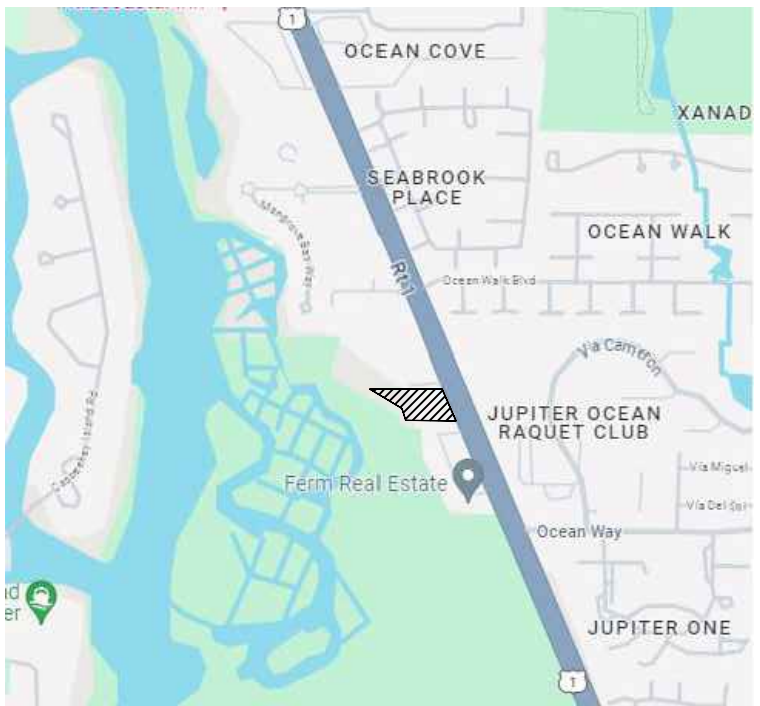
NAME OF PROJECT	US-1 MEDICAL OFFICE		
PROPERTY CONTROL NUMBER	30434108000030000		
TOWN OF JUPITER P&Z #	TBD		
FEMA FLOOD ZONE	AE		
TRAFFIC ANALYSIS ZONE	59		
LAND USE DESIGNATION	COMMERCIAL		
ZONING DISTRICT	US 1/ MXR MIXED USE RESIDENTIAL		
TOTAL SITE AREA	1.35 AC	58,806 SF	
LAND USE	SF	AC	%
BUILDING LOT COVERAGE	8,108	0.19	13.79%
VEHICULAR USE AREA	28,471	0.65	48.42%
OPEN SPACE	22,227	0.51	37.80%
TOTAL	58,806	1.35	100.00%
LOT COVERAGE	SF	AC	%
IMPERVIOUS AREA	8,108	0.19	13.79%
BUILDING LOT COVERAGE (35% MAX.)	28,471	0.65	48.42%
VEHICULAR USE AREA	1,931	0.04	3.28%
SIDEWALKS & HARDSCAPE	38,510	0.88	65.49%
TOTAL IMPERVIOUS AREA	20,296	0.47	34.51%
PERVIOUS AREA	20,296	0.47	34.51%
GREEN SPACE	20,296	0.47	34.51%
TOTAL PERVIOUS AREA	20,296	0.47	34.51%
GREEN SPACE CALCULATIONS (15% REQ.)	SF	AC	%
GREEN SPACE PROVIDED ON SITE	20,296	0.47	34.51%
TOTAL GREEN SPACE	20,296	0.47	34.51%
TOTAL SITE AREA	58,806	1.35	100.00%
INTERIOR LANDSCAPE	REQ	PROV	
PARKING ISLANDS	11	11	
TREES (1 PER ISLAND)	77	>77	
SHRUBS (7 PER ISLAND)			
INTERIOR LANDSCAPE			
20% OF VUA	5,694	9,020	
PERIMETER LANDSCAPE	LENGTH	REQ	PROV
NORTH (1 TREE PER 25')	414.23	17	17
SOUTH (1 TREE PER 25')	287.74	12	11
WEST (1 TREE PER 25')	287.40	11	12
FOUNDATION PLANTING	LENGTH	REQ	PROV
LENGTH OF FOUNDATION (40% REQ.)	398	159	163
S.F. OF PLANTING		1493	1502
PLANT UNITS (1/250 REQ PLANTING)		6	
TREES			0
3 PALMS (3:1)			2
3 ACCENTS (3:1)			0
TOTAL PLANT UNITS		6	2
NATIVE	REQ	PROV	
NATIVE			
SHADE TREES	50%	82%	
PALMS	50%	96%	
ACCENTS, SHRUBS AND GROUNDCOVERS	50%	78%	
SCENIC CORRIDOR LANDSCAPE	LENGTH	REQ	PROV
EAST PROPERTY BOUNDARY	199.25		
ENTRANCE WIDTH	27		
TREES (1.5 PER 10 LF)		30	30
SHRUBS (40 PER 10 LF)		797	797
GROUDCOVERS (90 PER 10 LF)		1,793	1,793
LANDSCAPE MATERIAL FROM TABLE 4		80%	83%

LIVING WALL DETAILS

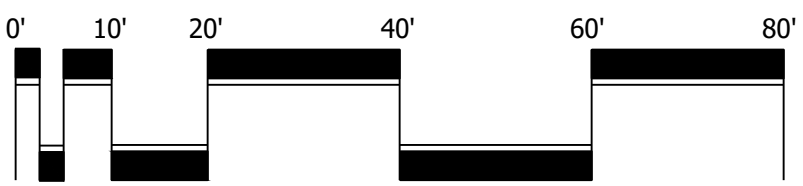


A MIXTURE OF LIRIOPE, PLUMBAGO AURICULATA, LANTANA, ALLAMANDA, CALADIUM AND MONDO GRASS WILL BE USED IN THE PREGROWN PANELS OF THE GREEN WALL. EACH 24 INCH BY 20 INCH PANEL WILL HOLD 25 INDIVIDUAL PLANTS.

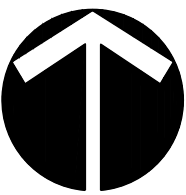
LOCATION MAP



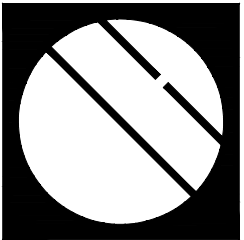
Landscape Plan



Scale: 1" = 20'-0"



North



Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

US1 Medical Office

Jupiter, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	23-0501
DATE	01-04-24
REVISIONS	06-26-24
	10-21-24
	12-18-24
	01-22-25
	03-17-25

March 17, 2025 9:49:31 a.m.
Drawing: 23-0501 LP.DWG

SHEET 1 OF 2

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PROJECT

NEW MEDICAL OFFICE BUILDING

1352 US-1

JUPITER, FLORIDA, 33477

OWNER

FLORIDA ELECTROPHYSIOLOGY ASSOCIATES

180 JOHN F KENNEDY DR, SUITE 311

ATLANTIS, FLORIDA, 33462

DESIGN TEAM

M.E.P./F.P. ENGINEER

HPMB CONSULTING

ENGINEERS, INC.

2828 E. TRINITY MILLS ROAD, SUITE 210

CARROLLTON, TEXAS 75006

(214) 483-6202

FIRM CERTIFICATION NO. CA-28605

STRUCTURAL ENGINEER

TAVERAS ENGINEERING,

INC.

2900 NORTH UNIVERSITY DRIVE, SUITE 75

CORAL SPRINGS, FLORIDA 33065

(561) 578-9621

FIRM CERTIFICATION NO. 27190

CIVIL ENGINEER

SIMMONS & WHITE

2581 METROCENTRE BLVD WEST, SUITE 3

WEST PALM BEACH, FL 33407

(561) 478-7848

LANDSCAPE & LAND PLANNER

COTLEUR & HEARING

1934 COMMERCE LANE, SUITE 1

JUPITER, FL 33458

(561) 747-6336

CONTRACTOR

LEIGHTON MCGINN

CONSTRUCTION

1983 PGA BOULEVARD # 104

PALM BEACH GARDENS, FLORIDA 33408

(561) 863-4455



NEW MEDICAL

OFFICE BUILDING

1352 U.S. 1

JUPITER, FLORIDA 33477

01/21/2025- T.O.J. P&Z COMMENT RESP.

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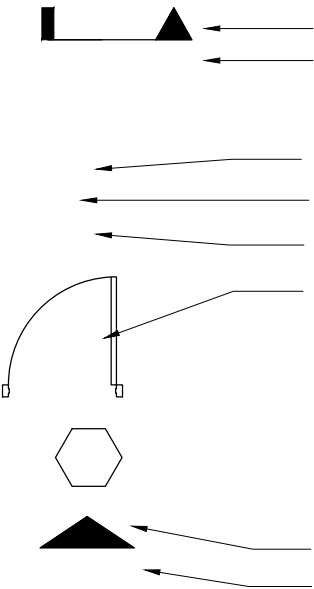
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	GENERAL NOTES IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO COORDINATE, FURNISH AND INSTALL ALL ITEMS REQUIRED FOR A COMPLETE AND FUNCTIONAL INSTALLATION. THE CONTRACTOR SHALL USE THE PLANS IN CONJUNCTION WITH THE SPECIFICATIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IN WRITING PRIOR TO SUBMITTING THE CONSTRUCTION COSTING INFORMATION. IF A CONFLICT OCCURS WITHIN THE CONTRACT DOCUMENTS, THE CONTRACTOR IS DEEMED TO HAVE BASED THE CONSTRUCTION CONTRACT FEE ON THE MORE EXPENSIVE MATERIAL OR METHOD OF COMPLETING THE WORK, UNLESS THE CONTRACTOR HAS REQUESTED AND RECEIVED A WRITTEN DECISION FROM THE ARCHITECT PRIOR TO SUBMITTING THE FINAL PRICING. UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN INSTALL ALL MATERIAL / PRODUCTS FOR THIS PROJECT IN STRICT ACCORDANCE WITH THE MANUFACTURERS LATEST PUBLISHED SPECIFICATIONS / RECOMMENDATIONS. THE CONTRACTOR SHALL COVER AND PROTECT ALL EXISTING TO REMAIN AND NEWLY INSTALLED FINISH FLOORING FROM DAMAGE OR UNNECESSARY SOILING THROUGHOUT THE DURATION OF CONSTRUCTION. ALL MATERIAL DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE THE CONTRACTOR SHALL FIELD MEASURE ALL DISTANCES AND CLEARANCES PRIOR TO COMMENCEMENT OF NEW WORK OR ORDERING OF MATERIALS. ANY DEVIATIONS TO THE CONTRACT DRAWINGS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THAT PORTION OF WORK. CONTRACTOR SHALL NOT SCALE DRAWINGS. THE CONTRACTOR SHALL NOT ALTER, LOAD OR PENETRATE THE STRUCTURE IN ANY MANNER WHICH MAY COMPROMISE ITS INTEGRITY. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO VERIFY WHICH PARTY WILL PAY FOR ALL CONSTRUCTION PERMITS, FEES AND LICENSES AND INSPECTIONS. NECESSARY FOR A PROPER COMPLETION OF ALL WORK ASSOCIATED WITHIN THESE CONSTRUCTION DRAWINGS. PERFORMANCE OF ALL WORK IS TO BE IN STRICT ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES / ORDINANCES. CONTRACTOR SHALL HAVE ALL APPLICABLE CODE REFERENCES ON SITE AND AVAILABLE TO ALL TRADES. THE CONTRACTOR SHALL USE ONLY THOSE ENTRANCES AND PARKING FACILITIES ASSIGNED BY THE OWNER FOR SITE ACCESS. ALL MATERIAL DELIVERIES AND DEMOLITION / TRASH SHALL BE REMOVED DAILY. THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING / NEW CONSTRUCTION WILL BE SHELTERED FROM DAMAGE BY WEATHER AT ALL TIMES DURING THE AVOID ANY PENETRATIONS OR TEMPORARY SUSPENSION OF EQUIPMENT (OTHER THAN THAT INDICATED IN THESE DRAWINGS) FROM THE STRUCTURE ABOVE WITHOUT WRITTEN APPROVAL FROM THE ENGINEER. THE CONTRACTOR SHALL NOT ALTER, LOAD OR PENETRATE THE STRUCTURE IN ANY MANNER WHICH MAY ALL SMOKE AND FIRE RATED WALLS SHALL BE LABELED ABOVE THE CEILING WITH RED, PAINTED STENCILLED LETTERING IDENTIFYING THE APPLICABLE WALL RATING AND STATING "FIRE AND SMOKE BARRIER - PROTECT ALL OPENINGS." STENCILLED LABELING SHALL OCCUR ON BOTH SIDES OF EACH SMOKE AND FIRE RATED WALL AT NOT MORE THAN 15 FEET ON CENTER AND ALL WALL TERMINATION OR CHANGES IN DIRECTION SHALL BE DESIGNATED WITH A VERTICAL LINE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SAMPLES OF PATTERN AND COLOR ON ALL FINISHES FOR REVIEW AND APPROVAL BY ARCHITECT / THE CONTRACTOR SHALL COORDINATE ELECTRICAL AND MECHANICAL SUBCONTRACTORS AS RELATES TO SCOPE OF ELECTRICAL WORK ASSOCIATED WITH THE COMPLETE AND FUNCTIONING MECHANICAL SYSTEM, FIRE ALARM SYSTEM WIRING, AND CONTROLS WIRING REQUIRED BY THE MECHANICAL DRAWINGS AND NOT INDICATED ON THE ELECTRICAL DRAWINGS. CONTRACTOR SHALL ALLOW IN BID FOR COST OF ELECTRICAL WORK NECESSARY TO COMPLETE INDICATED WIRING & THE CONTRACTOR SHALL COORDINATE SIZE AND LOCATION OF PLUMBING PIPING AND FITTINGS SO THAT THEY ARE CONCEALED BEHIND FINISHED SURFACE OF WALL UNLESS SPECIFICALLY NOTED OTHERWISE. CONTRACTOR SHALL NOTIFY THE ARCHITECT IF THERE IS A CONFLICT WITH THE WALL TYPE CALLED FOR IN THE THE CONTRACTOR SHALL COORDINATE WALL DEPTH SO THAT ALL ELECTRICAL PANELS AND DEVICES ARE FLUSH MOUNTED IN WALL UNLESS SPECIFICALLY NOTED OTHERWISE. CONTRACTOR SHALL NOTIFY THE ARCHITECT IF THERE IS A CONFLICT WITH THE WALL TYPE CALLED FOR IN THE PLAN. THE DRAWINGS INCLUDED IN THIS SET ARE DESIGNED AS A COMPLETE SET AND SHALL NOT BE SEPARATED INTO INDIVIDUAL SHEETS OR BY DISCIPLINE. INFORMATION CONTAINED ON ONE SHEET MAY SPECIFICALLY APPLY TO INFORMATION OR CONDITIONS ILLUSTRATED ON OTHER SHEETS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT SUCH ITEMS ARE COORDINATED AND INCLUDED IN ANY PRICING INFORMATION. WALL MOUNTED ACCESS PANELS SHALL BE "KEY LOCKED" IN SPACES WHICH ARE ACCESSIBLE TO THE GENERAL STAFF AND / OR PUBLIC. WALL MOUNTED ACCESS PANELS LOCATED IN FIRE RATED WALLS, FIRE RATED SMOKE BARRIERS AND/OR NON-RATED SMOKE TIGHT PARTITIONS SHALL BE "KEY CEILING MOUNTED ACCESS PANELS IN ALL TOILET ROOMS SHALL BE "KEY LOCKED." ACCESS PANELS SHALL BE FITTED WITH INTEGRAL GASKETS TO BE "AIR TIGHT" IN ALL SPACES UNDER NEGATIVE PRESSURE, EVEN ROOMS THAT DO NOT HAVE A SUPPLY DIFFUSER (SUCH AS TOILET ROOMS). ACCESS PANELS SHALL BE OF THE "FIRE RATED TYPE" AND EQUAL TO THE RATING OF THE WALL, BARRIER, PARTITION, SOFFIT OR CEILING WITHIN WHICH THEY THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF THE TYPE SPECIFIED ARE INSTALLED IN WALLS, PARTITIONS, BARRIERS, AND IN "NON-ACCESSIBLE TYPE" CEILINGS AND SOFFITS WHERE VISUAL ACCESS AND / OR PHYSICAL ACCESS FOR SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING, FIRE PROTECTION, SECURITY, ELECTRICAL AND COMMUNICATION ITEMS MAY BE REQUIRED. ACCESS PANELS INSTALLED FOR PHYSICAL ACCESS SHALL BE MINIMUM 24 INCHES BY 24 INCHES IN SIZE. ACCESS PANELS FOR DIRECT HAND ACCESS SHALL BE MINIMUM 12 INCHES BY 12 INCHES IN SIZE. ACCESS PANELS FOR VISUAL ACCESS SHALL BE MINIMUM 18 INCHES BY 18 INCHES IN SIZE. PRIOR TO INSTALLATION OF GYPSUM BOARD ON FRAMED WALLS, PARTITIONS, BARRIERS, AND IN "NON-ACCESSIBLE TYPE" CEILINGS AND SOFFITS, THE CONTRACTOR SHALL SUBMIT DRAWINGS FOR ARCHITECT/ENGINEER REVIEW, WHICH INDICATE THE PROPOSED LOCATIONS AND SIZES FOR ALL ACCESS PANELS. PROVIDE CONTINUOUS SEALANT TO PROVIDE "WATER TIGHT" AND "AIR TIGHT" CONDITIONS AT THE PERIMETER OFF ALL DOOR FRAMES, INTERIOR WINDOW FRAMES, EXTERIOR WINDOW FRAMES, WINDOW STOOLS, CABINETS, CASEWORK, COUNTER TOPS, TOILET ACCESSORIES (BOTH RECESSED AND SURFACE MOUNTED), FIRE EXTINGUISHER CABINETS, FIRE DEPARTMENT VALVE CABINETS, ETC. (EVEN WHEN THE JOINT AT THE PERIMETER IS EITHER HIDDEN OR NOT CLEARLY VISIBLE). VARIOUS COMPONENTS OF CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND / OR OTHER SPECIALTIES MAY BE SHOWN IN THE ARCHITECTURAL DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. REFER TO THE RESPECTIVE SPECIALTY DRAWINGS AND SPECIFICATIONS FOR INFORMATION. APPLICABLE STANDARDS OF THE CONSTRUCTION INDUSTRY HAVE THE SAME FORCE AND EFFECT ON PERFORMANCE OF THE WORK AS IF COPIED DIRECTLY INTO CONTRACT DOCUMENTS OR BOUND AND PUBLISHED HEREWITH. COMPLY WITH STANDARDS IN EFFECT AS OF THE DATE OF CONTRACT DOCUMENTS, UNLESS	LOCATION MAP	APPLICABLE CODES FLORIDA BUILDING CODE (FBC) 8TH EDITION (2023) FLORIDA BUILDING CODE - EXISTING BUILDING* (FBC-EB) 8TH EDITION (2023) FBC ACCESSIBILITY CODE 8TH EDITION (2023) FBC MECHANICAL CODE 8TH EDITION (2023) FBC GAS CODE 8TH EDITION (2023) FBC PLUMBING CODE 8TH EDITION (2023) FLORIDA FIRE PREVENTION CODE 8TH EDITION (2023) FLORIDA STATE FIRE MARSHAL RULE 69A-60.005 F.A.C., STANDARDS OF NFPA AND OTHER STANDARDS ADOPTED																																															
	PROJECT SCOPE DESCRIPTION THE CLIENT HAS ACQUIRED PROPERTY LOCATED AT 1352 SOUTH U.S. HIGHWAY ONE IN JUPITER FLORIDA AS THE INITIAL STEP IN REDEVELOPING THE SITE AND CONSTRUCTING A NEW MEDICAL OFFICE BUILDING THAT WILL HOUSE MEDICAL BASED TENANTS. THE EXISTING SITE CURRENTLY HAS A 7,122 SQUARE FOOT RESTAURANT BUILDING (CIRCA 1988), AND INCLUDES EXISTING ELECTRIC, CABLE/INTERNET SERVICE, WATER, NATURAL GAS, AND SANITARY SEWER UTILITIES, AS WELL AS ASPHALT-PAVED ON-SITE PARKING. THE SUBJECT SITE ALSO INCLUDES EXISTING EXTERIOR LIGHTING OF THE PARKING AREAS AS WELL AS A RECEIVING AND DUMPSTER AREA LOCATED ON THE WEST SIDE OF THE RESTAURANT. THE EXISTING BUILDING IS CENTRALLY LOCATED ON THE SITE, AND THE PROPOSED LOCATION OF THE FUTURE NEW BUILDING AS WELL IN ORDER TO BEST UTILIZE THE SITE FOOTPRINT OF THE ON-SITE PARKING, BUILDING SETBACK REQUIREMENTS AND EFFICIENCY OF THE CENTRALIZED BUILDING LOCATION. THE SITE IS ACCESSED AT THE SOUTHEAST CORNER OF THE PROPERTY FROM THE SOUTHBOUND LANE OF US-1, AND THIS CONFIGURATION IS ANTICIPATED TO REMAIN. THE BUILDABLE AREA ASSOCIATED WITH THIS SITE MAY BE IN THE RANGE OF 16,000 SQUARE FEET WITHIN AN ELEVATED TWO-STORY BUILDING WITH PARKING ON THE GROUND LEVEL, AND A ROOF LEVEL MECHANICAL PENTHOUSE. THE 3-STORY BUILDING'S HEIGHT WILL BE LIMITED TO 35-FEET. THE FINAL APPROVED SITE PLAN WILL ALSO HAVE IMPLICATIONS ON THE FINAL SHAPE OF THE BUILDING FOOTPRINT, DRIVEWAYS/PARKING LAYOUT, LANDSCAPING AND IRRIGATION REQUIREMENTS, AND POSSIBLE SITE MITIGATION ITEMS.	BUILDING DATA FLORIDA BUILDING CODE, 8TH EDITION (2023) SUMMARY OCCUPANCY: GROUP B, BUSINESS BUILDING CONSTRUCTION: TYPE II-A PROTECTED WITH AUTOMATIC FIRE SPRINKLER SYSTEM ALLOWABLE HEIGHTS AND BUILDING AREAS FBC TABLE T504.3, T504.4, T506.2 <table><tr><td></td><td>ALLOWED</td><td>PROPOSED</td></tr><tr><td>SECOND FLOOR:</td><td>85' 7,794 GSF</td><td>65' 5,995.1 GSF</td></tr><tr><td>MAXIMUM FLOOR OF STORIES:</td><td>SIX (6) 7,794 GSF</td><td>THREE (3) 5,995.1 GSF</td></tr><tr><td>AREAL BUILDING AREA:</td><td>11,500</td><td>5,995.1</td></tr></table> BUILDING AREA: GROUND FLOOR (PARKING, STAIR & ENTRY LOBBY) 407.1 GSF OCCUPANT LOAD PER FBC TABLE 1004.5 BUSINESS AREA 150 GROSS SF/OCCUPANT CORRIDOR FIRE RESISTANCE RATING FBC TABLE 1020.1: 0-HOURS (AUTOMATIC FIRE SPRINKLER SYSTEM) FBC SECTION 407.3: CORRIDOR WALLS TO BE CONSTRUCTED AS SMOKE PARTITIONS IN ACCORDANCE W/ FBC SECTION 710 NFPA 101, 2021 EDITION SUMMARY PER FFPC 8.2.1.2 "THE FBCB SHALL BE USED TO DETERMINE THE REQUIREMENTS FOR CONSTRUCTION CLASSIFICATION" OCCUPANCY : NEW BUSINESS OCCUPANCIES (CHAPTER 38) FBC TABLE 601 AND 602, BUILDING FIRE RESISTANCE RATINGS <table><tr><th>FBCB TABLE 601</th><th>REQ'D.</th><th>ALLOWED</th><th>PROVIDED</th></tr><tr><td>STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS & TRUSSES)</td><td>1 HR</td><td></td><td>1 HR (CONCRETE SELF PROTECTED)</td></tr><tr><td>STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS & TRUSSES SUPPORTING 1 FLR/ROOF PER FOOTNOTE "A")</td><td>1 HR</td><td></td><td>1 HR</td></tr><tr><td>EXTERIOR BEARING WALLS</td><td>1 HR</td><td></td><td>1 HR (12" CMU REINFORCED)</td></tr><tr><td>INTERIOR BEARING WALLS</td><td>1 HR</td><td></td><td>1 HR</td></tr><tr><td>FBCB TABLE 602 EXTERIOR WALLS FIRE SEPARATION DISTANCE > 30'</td><td>1 HR</td><td></td><td>0 HR</td></tr><tr><td>INTERIOR NON-BEARING WALLS</td><td>0 HR</td><td></td><td>0 HR</td></tr><tr><td>FLOOR/CEILING CONSTRUCTION INCLUDING SUPPORTING BEAMS AND TRUSSES</td><td>1 HR</td><td></td><td>1 HR (CONCRETE SELF PROTECTED)</td></tr><tr><td>ROOF/CEILING CONSTRUCTION INCLUDING SUPPORTING BEAMS AND TRUSSES</td><td>1 HR</td><td></td><td>1 HR (CONCRETE SELF PROTECTED)</td></tr></table>		ALLOWED	PROPOSED	SECOND FLOOR:	85' 7,794 GSF	65' 5,995.1 GSF	MAXIMUM FLOOR OF STORIES:	SIX (6) 7,794 GSF	THREE (3) 5,995.1 GSF	AREAL BUILDING AREA:	11,500	5,995.1	FBCB TABLE 601	REQ'D.	ALLOWED	PROVIDED	STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS & TRUSSES)	1 HR		1 HR (CONCRETE SELF PROTECTED)	STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS & TRUSSES SUPPORTING 1 FLR/ROOF PER FOOTNOTE "A")	1 HR		1 HR	EXTERIOR BEARING WALLS	1 HR		1 HR (12" CMU REINFORCED)	INTERIOR BEARING WALLS	1 HR		1 HR	FBCB TABLE 602 EXTERIOR WALLS FIRE SEPARATION DISTANCE > 30'	1 HR		0 HR	INTERIOR NON-BEARING WALLS	0 HR		0 HR	FLOOR/CEILING CONSTRUCTION INCLUDING SUPPORTING BEAMS AND TRUSSES	1 HR		1 HR (CONCRETE SELF PROTECTED)	ROOF/CEILING CONSTRUCTION INCLUDING SUPPORTING BEAMS AND TRUSSES	1 HR		1 HR (CONCRETE SELF PROTECTED)
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ROOF/CEILING CONSTRUCTION INCLUDING SUPPORTING BEAMS AND TRUSSES	1 HR		1 HR (CONCRETE SELF PROTECTED)																																															
	TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTH. IN ACCORDANCE WITH AMENDMENTS TO THE FLORIDA BLDG. CODE 8TH EDITION (2023) AND CHAPTER 633 FLORIDA STATUTES.																																																	



BLOC

3

DESIGN

CERTIFICATION NO. AA26002043

7551 WILES ROAD, SUITE 202
CORAL SPRINGS, FLORIDA 33067
T.954.300.2449

126 W. ADAMS STREET, SUITE 501
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NEW MEDICAL
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1352 U.S. 1
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PROJECT NO.: 23060.01

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PRINCIPAL, BLOC 3 DESIGN,INC

PROJECT
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**NEW MEDICAL
OFFICE BUILDING**

1352 U.S. 1
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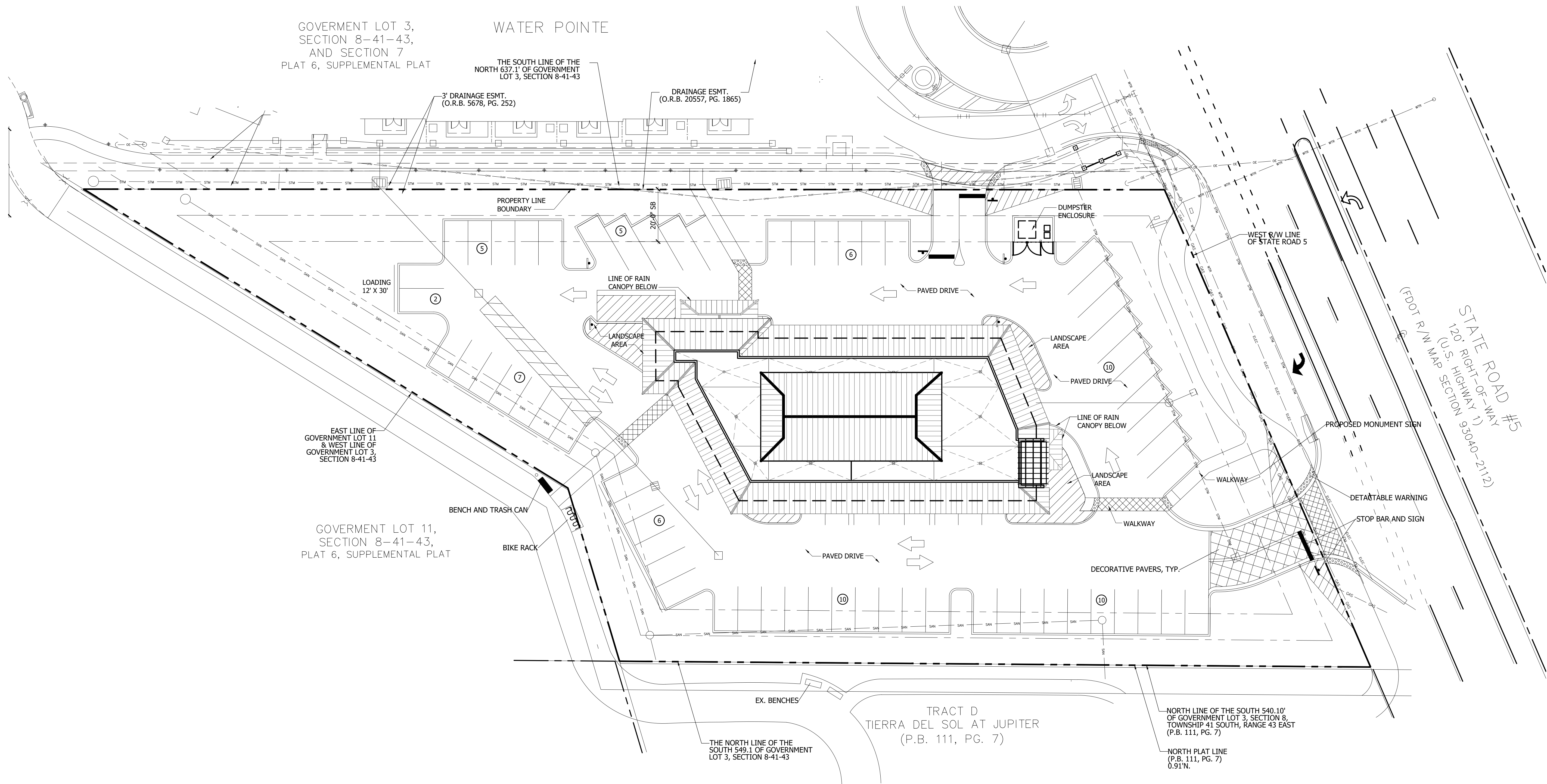
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CHRISTOPHER A. SABLE AR0016842
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SITE PLAN

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BUILDING GROSS AREA TABULATION

FLOOR	BUILDING GROSS AREA
GROUND FLOOR (LOBBY SPACE)	407.1 G.S.F.
SECOND FLOOR	7,794.0 G.S.F.
THIRD FLOOR	7,794.0 G.S.F.
BUILDING TOTAL GROSS AREA:	15,995.1 G.S.F.

GROUND FLOOR AREA TABULATION

	EXTERIOR COVERED GROSS AREA	BUILDING GROSS AREA
EXTERIOR COVERED AREA	7,449.3 G.S.F.	
EXTERIOR STAIR NO.1	162.6 G.S.F.	
EXTERIOR STAIR NO.2	182.1 G.S.F.	
FIRE MAIN & RISER CLOSET		40.0 G.S.F.
ELECTRIC, IT/TEL SERVICE ENTRANCE CLOSET		46.1 G.S.F.
MED GAS		114.1 G.S.F.
ELEVATOR SHAFT		206.9 G.S.F.
TOTAL GROSS AREA:	7,794.3 G.S.F.	407.1 G.S.F.
TOTAL GROUND FLOOR OPEN AIR/INTERIOR AREA FOOTPRINT: 8,190.7 G.S.F.		

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T.904.374.7209

NEW MEDICAL
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PROJECT NO.: 23060.01

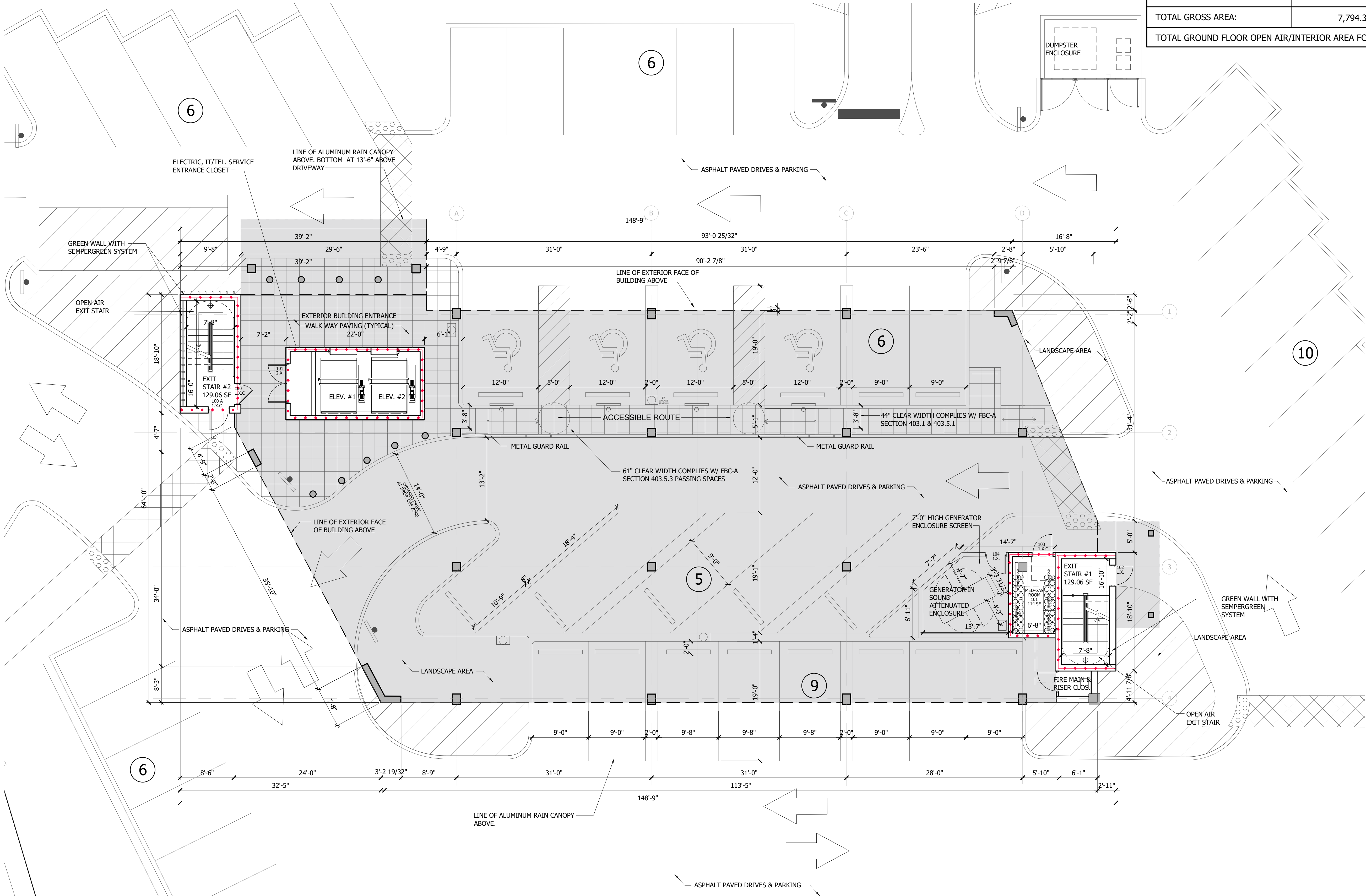
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CHRISTOPHER A. SABLE AR0016842
PRINCIPAL, BLOC 3 DESIGN, INC

GROUND FLOOR
PLAN

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A1.1



GROUND FLOOR PLAN

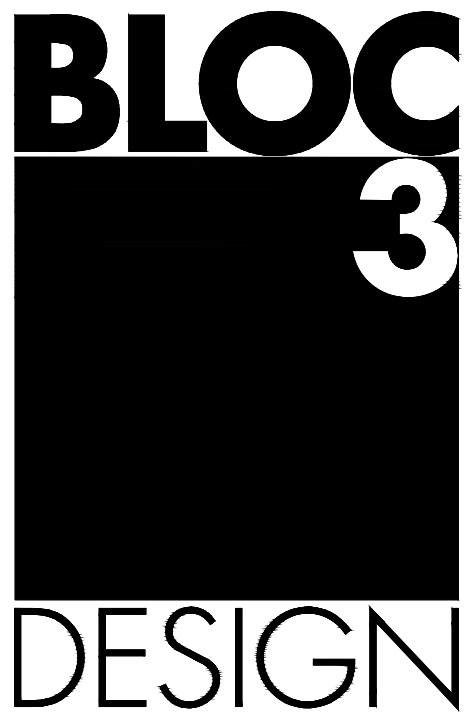
SCALE: 1/8"= 1'-0"

1

THIRD FLOOR AREA TABULATION

	EXTERIOR COVERED GROSS AREA	BUILDING GROSS AREA
EXTERIOR STAIR NO.1	152.0 G.S.F.	
EXTERIOR STAIR NO.2	163.2 G.S.F.	
SECOND FLOOR GROSS AREA		7,794 G.S.F.
TOTAL GROSS AREA:	315.2 G.S.F.	7,794 G.S.F.

TOTAL THIRD FLOOR OPEN AIR/INTERIOR AREA FOOTPRINT: 8,267.2



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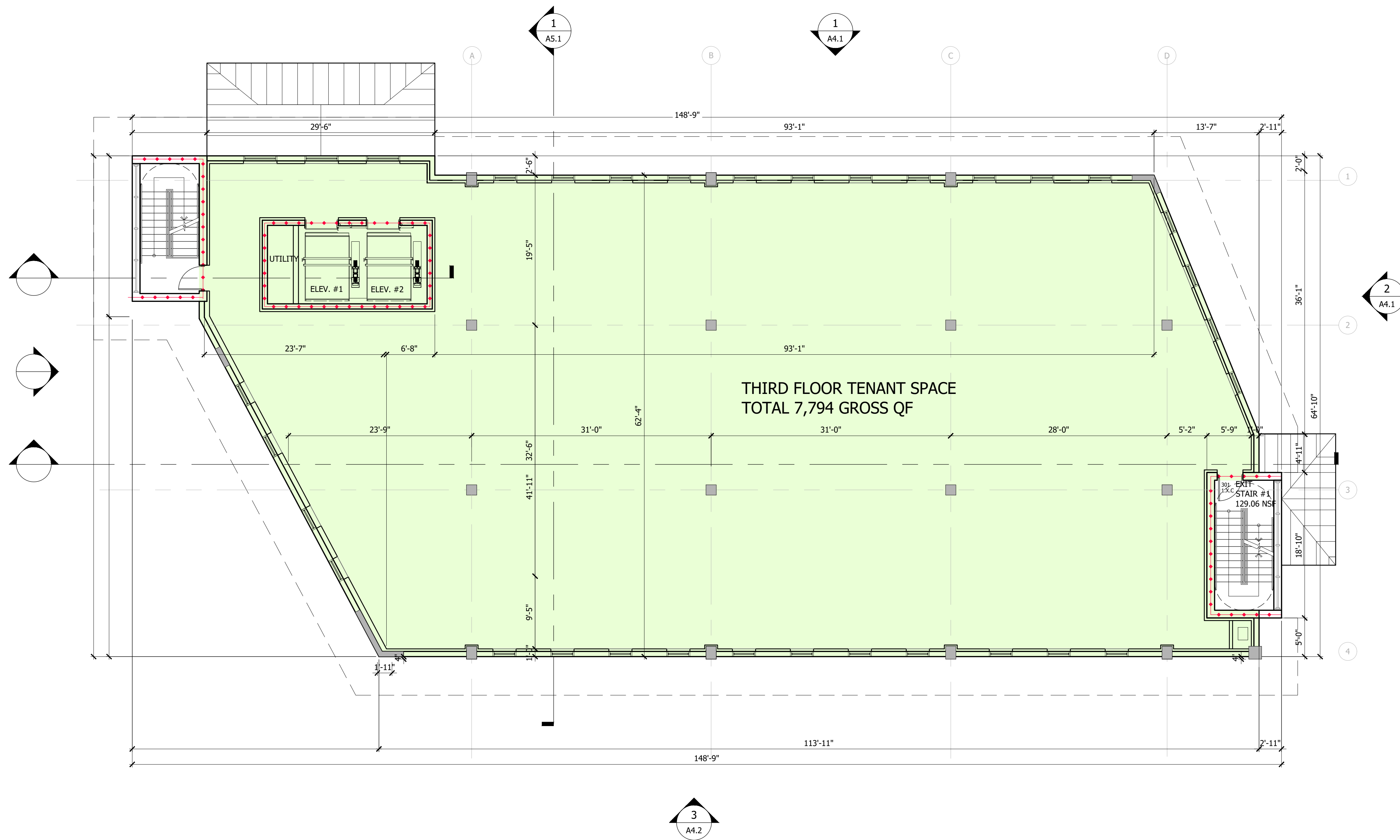
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THIRD FLOOR PLAN

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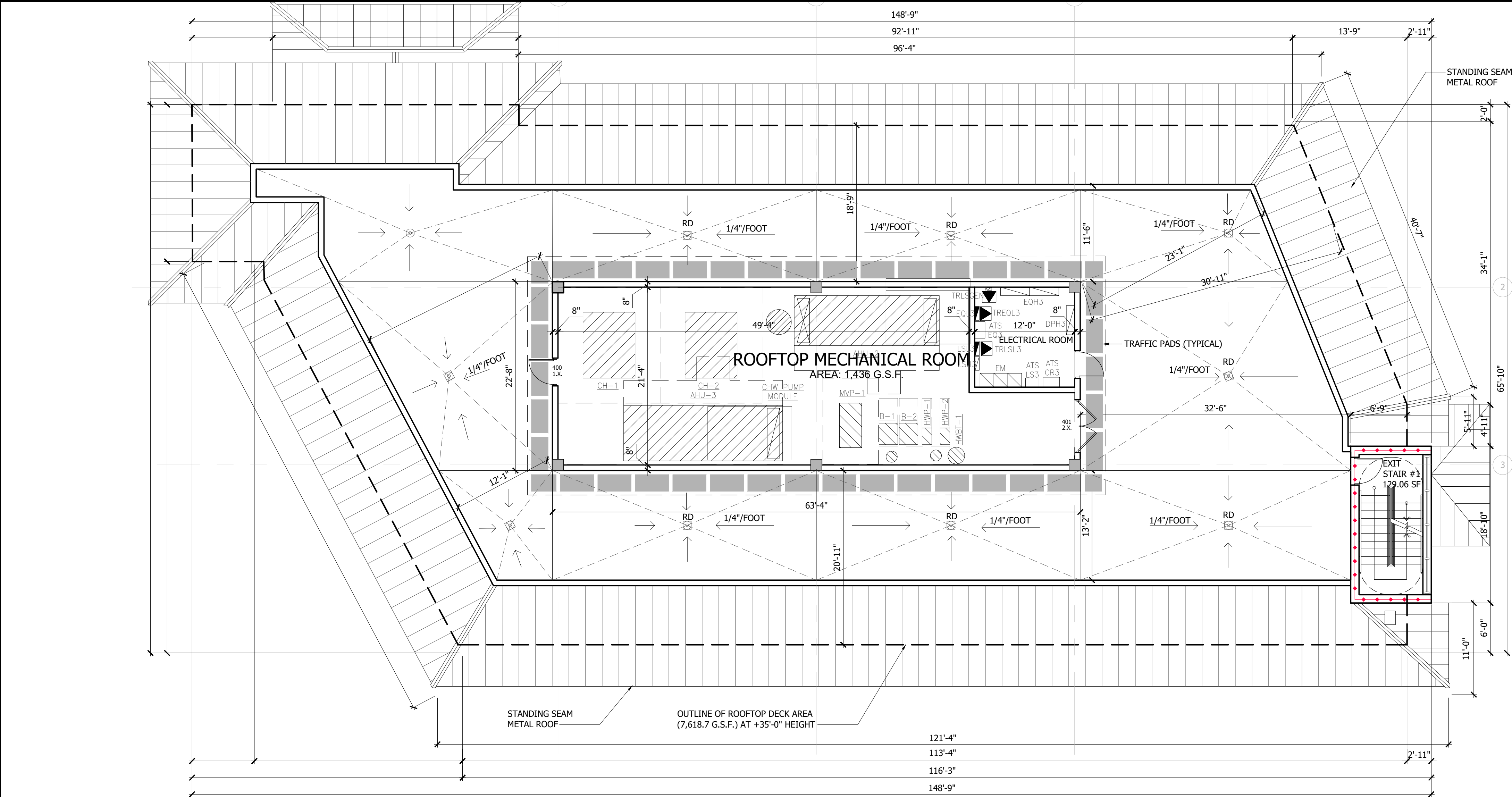


THIRD FLOOR PLAN

SCALE: 1/8"= 1'-0"

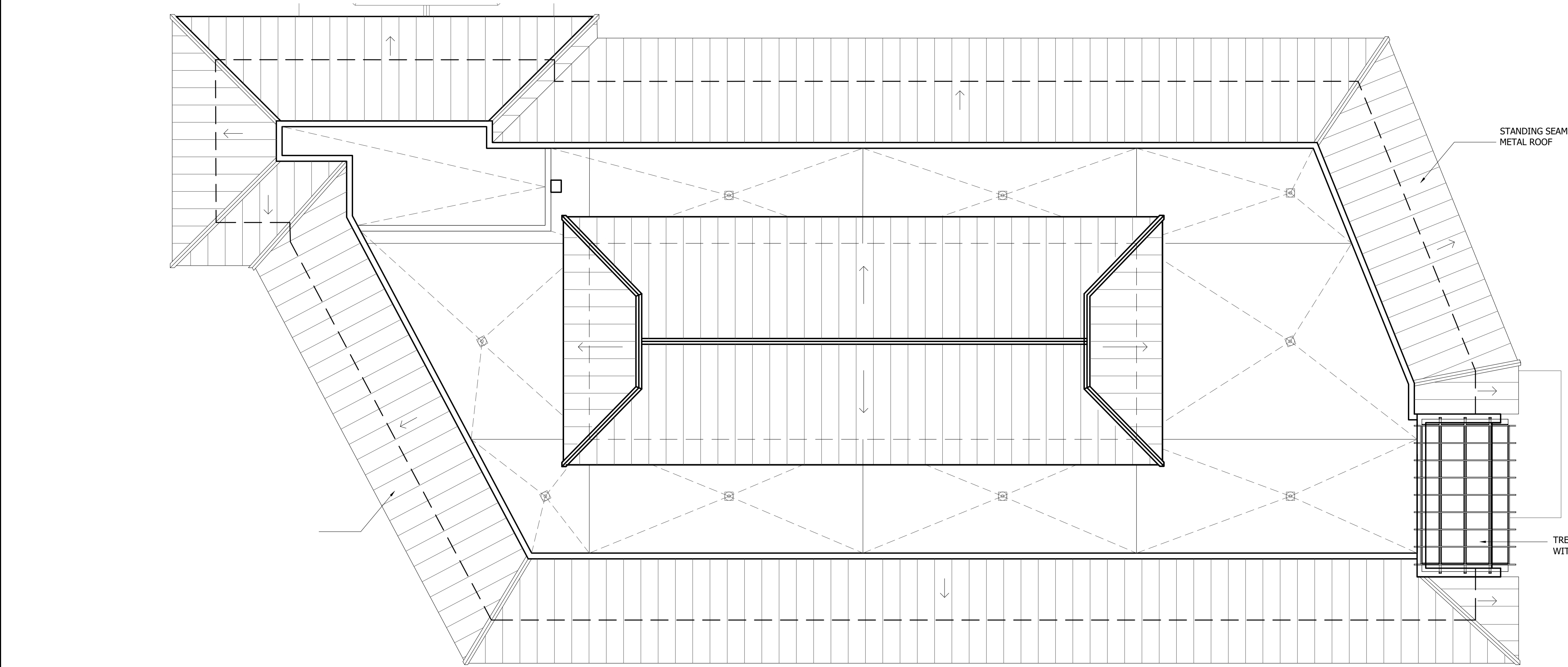
1





MECHANICAL ROOF AND FLOOR PLAN
SCALE: 1/8"= 1'-0"

2



MECHANICAL ROOF PLAN
SCALE: 1/8"= 1'-0"

1

ROOF AREA TABULATION

	EXTERIOR COVERED GROSS AREA	BUILDING GROSS AREA
EXTERIOR STAIR NO.1	175.3 G.S.F.	
ROOFTOP GROSS AREA		7,618.7 G.S.F.
TOTAL GROSS AREA:	175.3 G.S.F.	7,618.7 G.S.F.

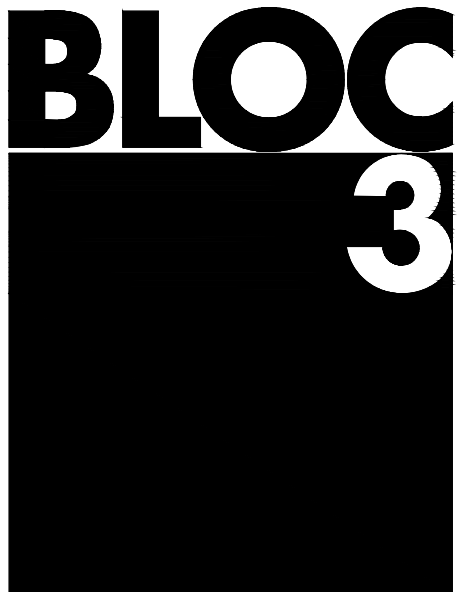
TOTAL ROOF OPEN AIR/INTERIOR AREA FOOTPRINT: 7,794 G.S.F.

ROOFTOP MECHANICAL ROOM
ROOFTOP AREA COVERAGE

ROOFTOP MECHANICAL ROOM: 1,436 G.S.F.

ROOF GROSS AREA 7,618.7 G.S.F.

1,436 G.S.F. / 7,618.7 G.S.F. = 18.9% OF ROOFTOP GROSS AREA WHICH IS < 20%



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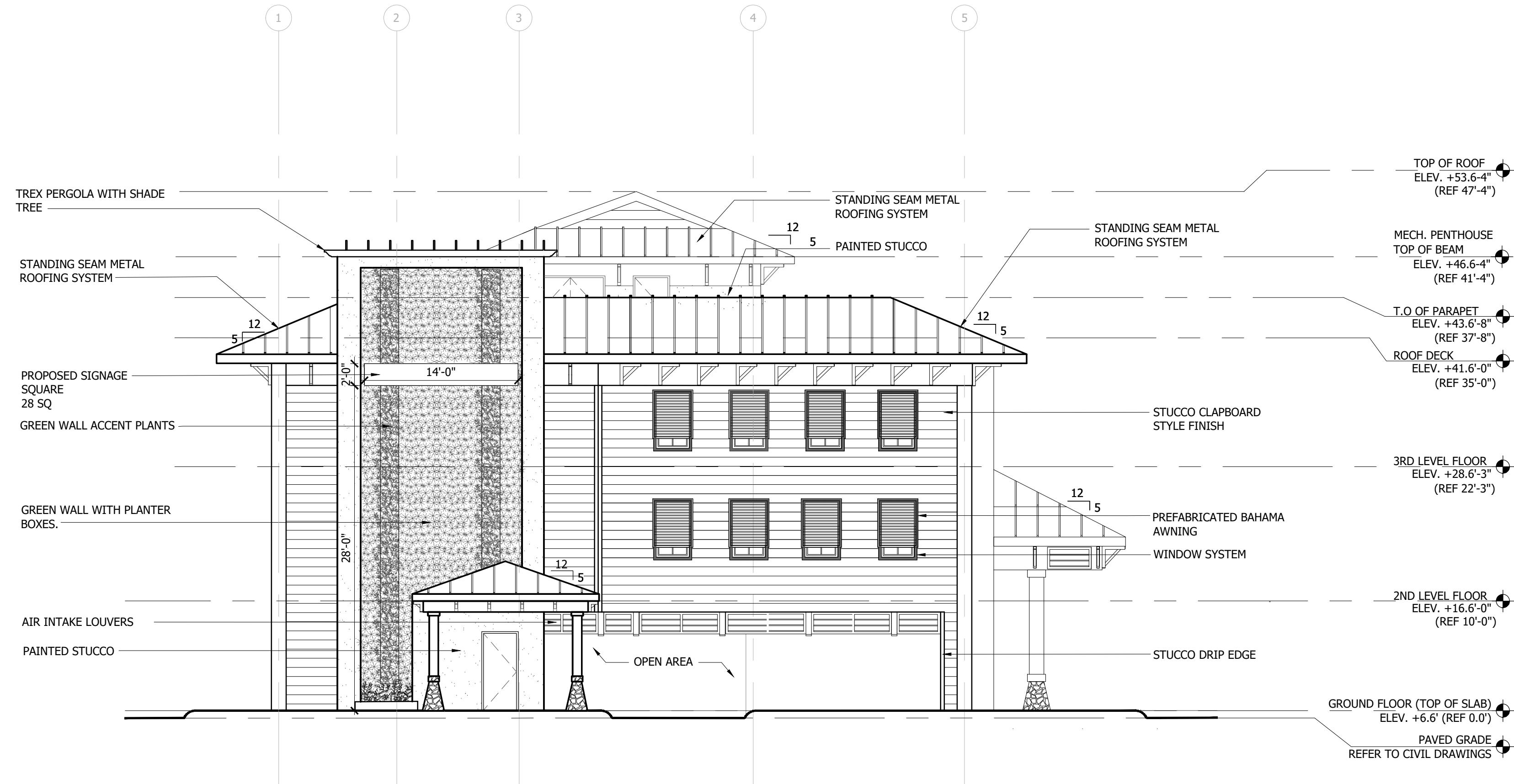
ROOF PLANS &
MECH ROOM
FLOOR PLAN

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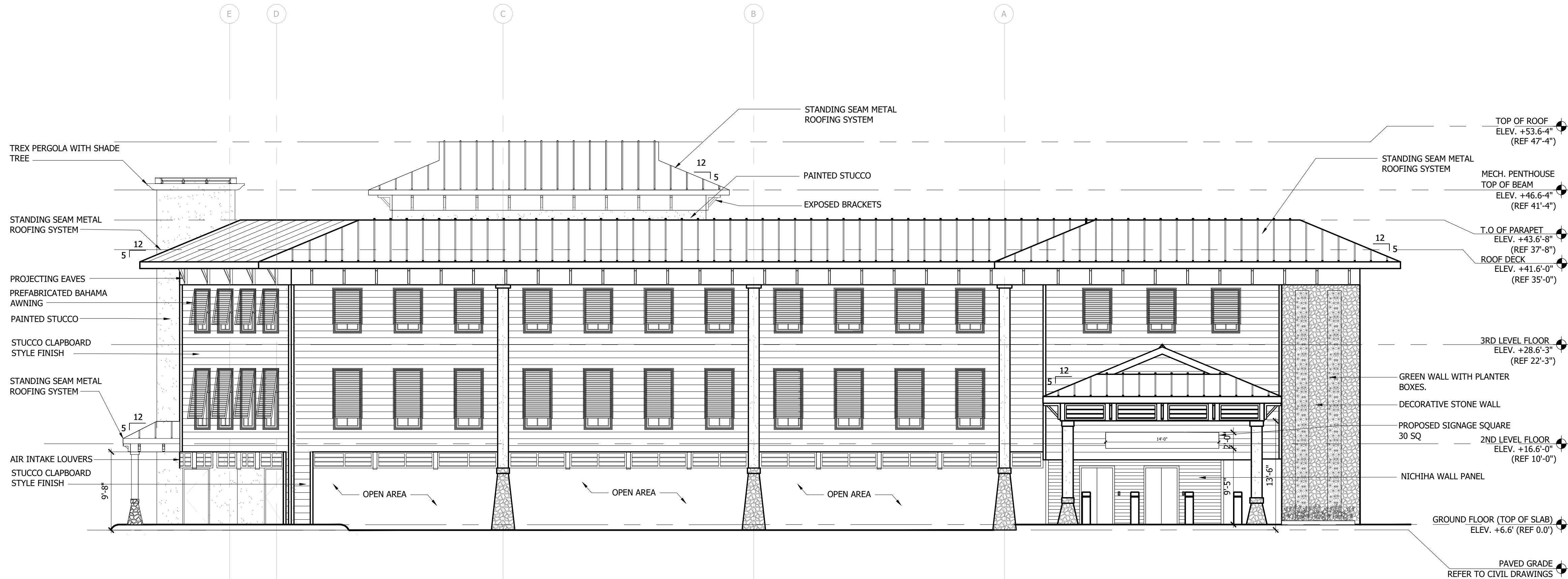
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EAST ELEVATION
SCALE: 1/8" = 1'-0"

2



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

1

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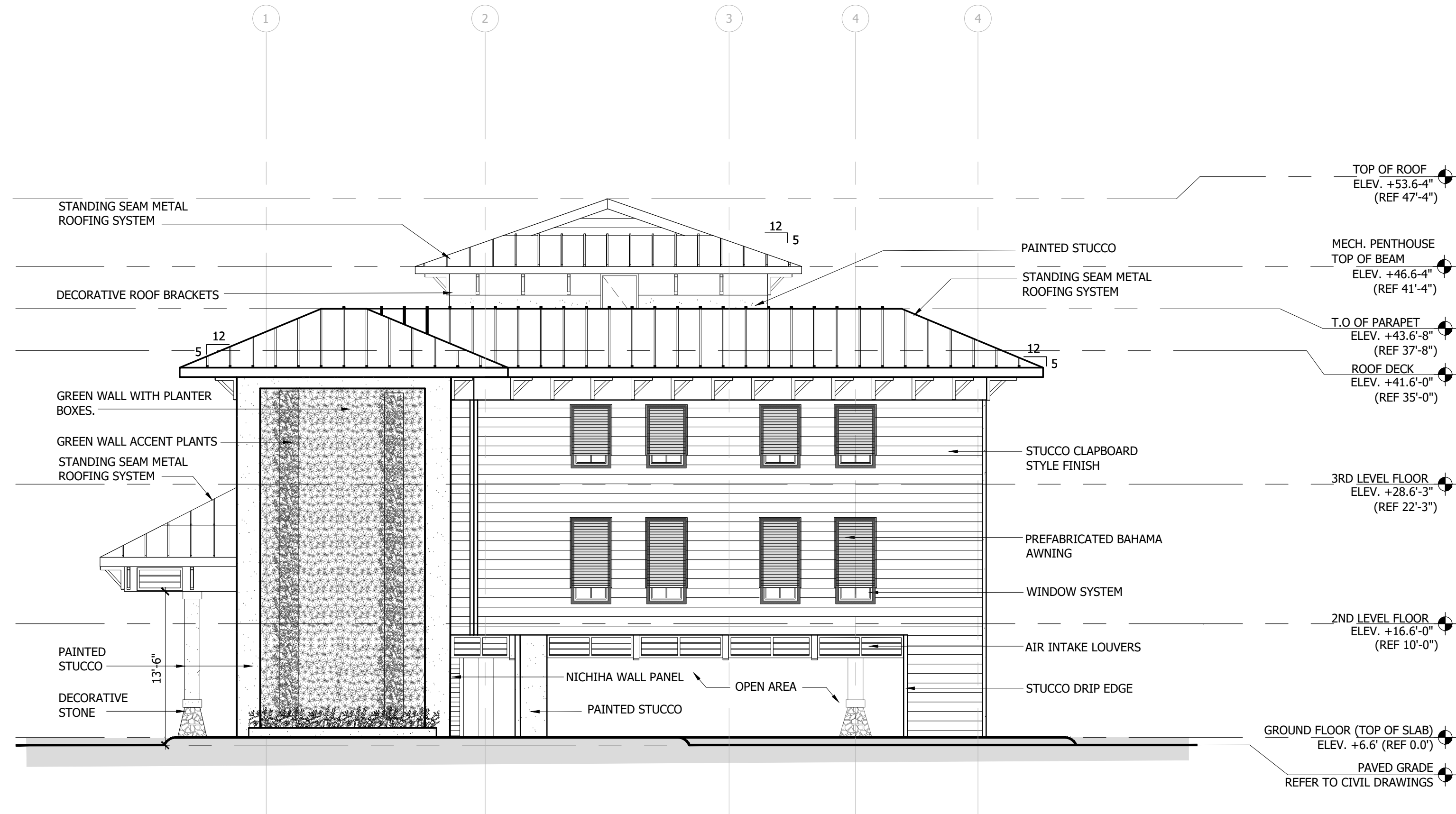
**EXTERIOR
ELEVATIONS**

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A4.1

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OFFICE BUILDING**

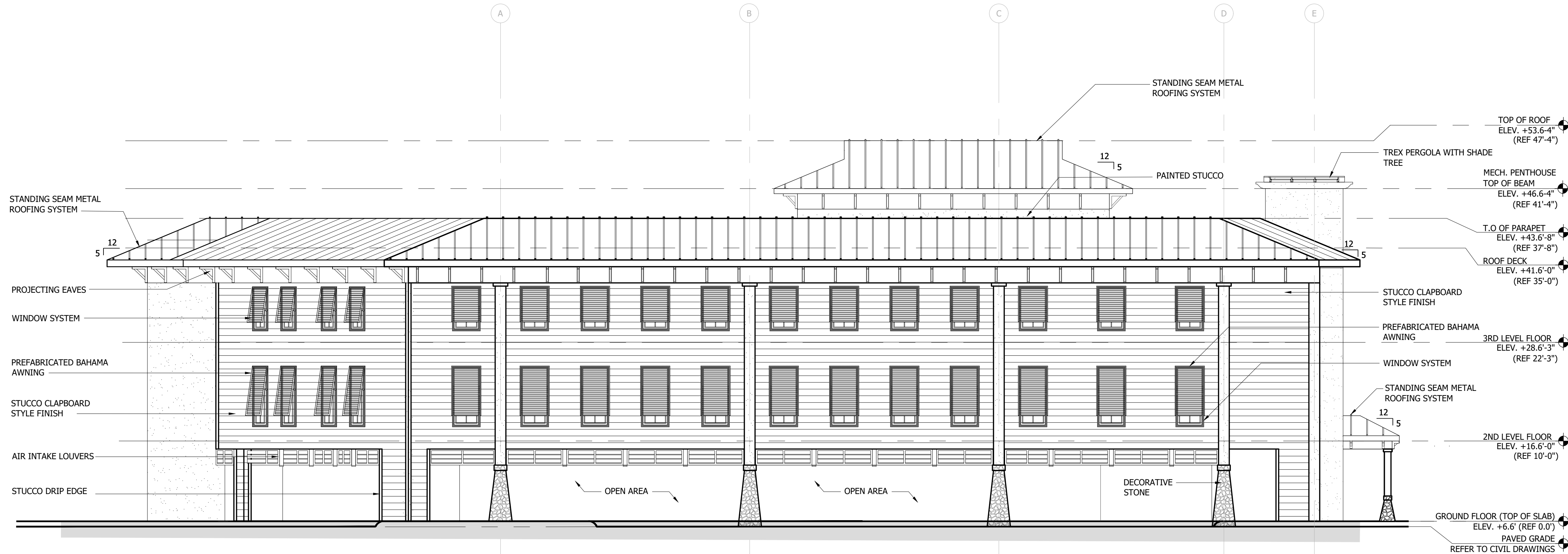
1352 U.S. 1
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WEST ELEVATION

SCALE: 1/8" = 1'-0"

2



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

1

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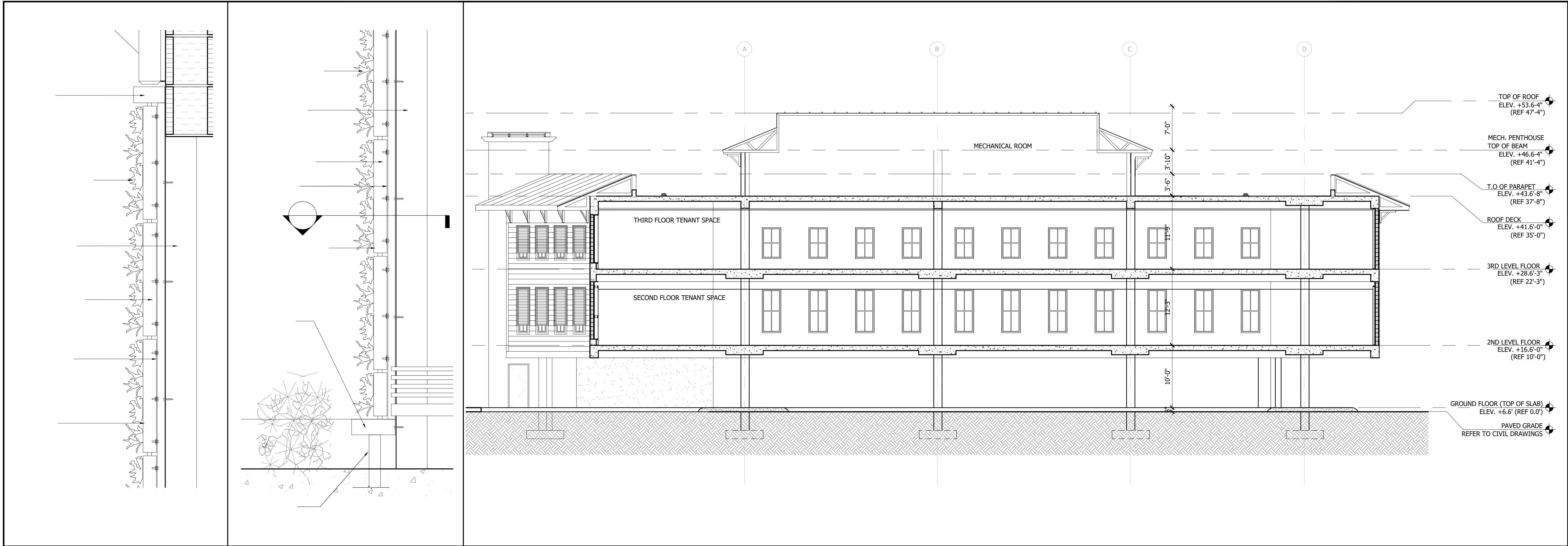
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**EXTERIOR
ELEVATIONS**

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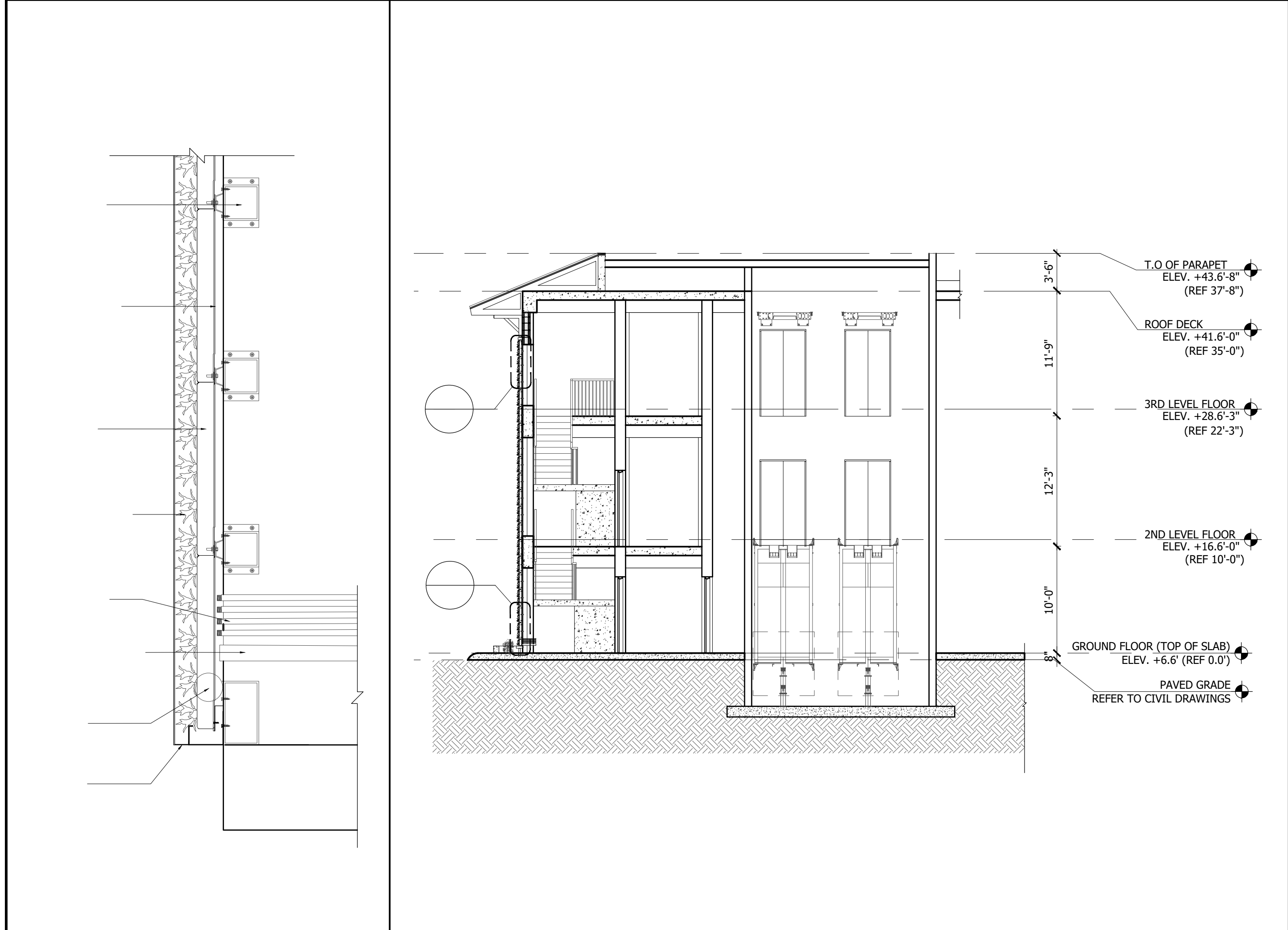


LIVING WALL DETAIL
1 1/2"=1'-0"

4

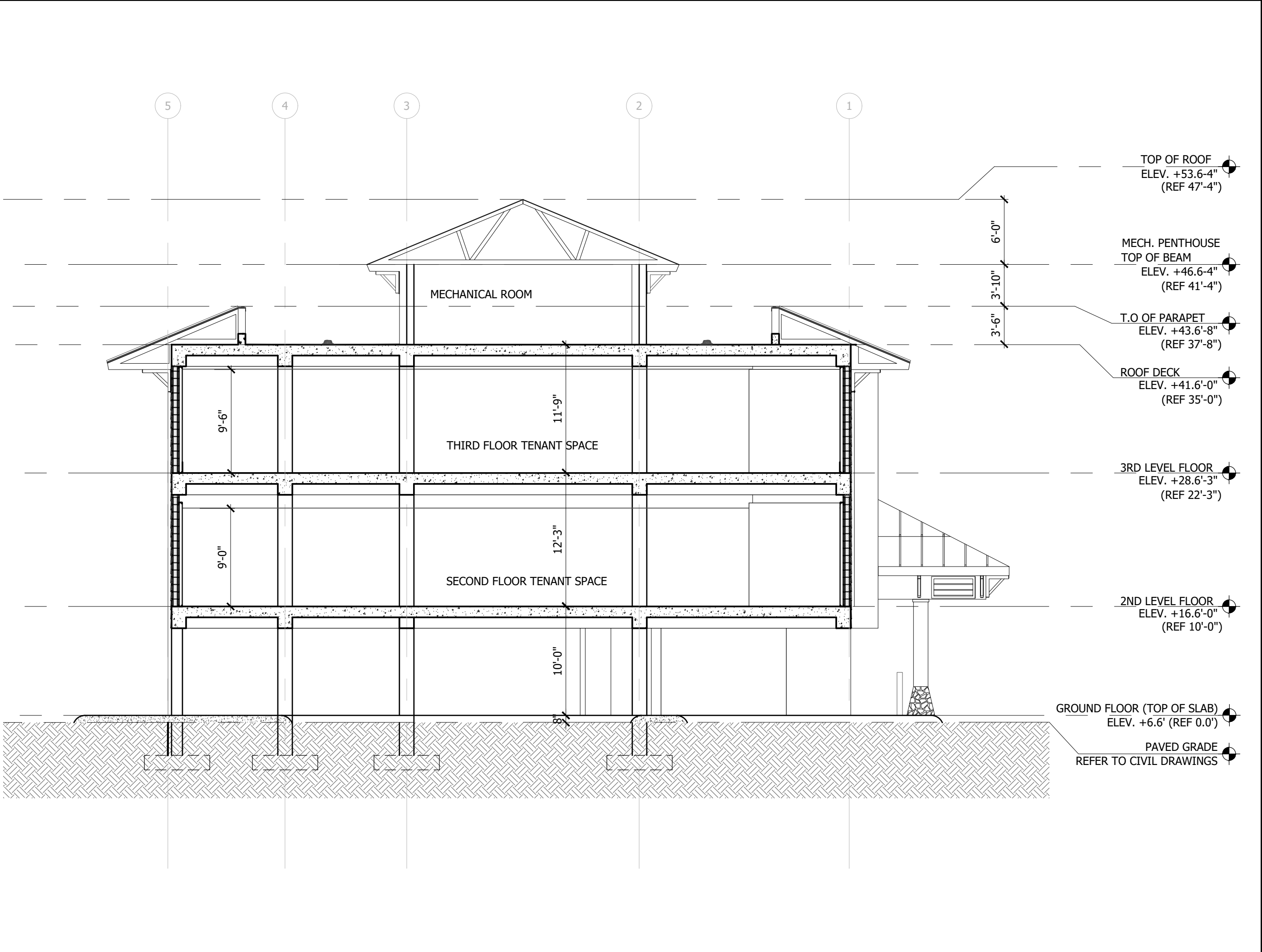
LONGITUDINAL SECTION
SCALE: 1/8"=1'-0"

2



STAIR & ELEVATOR SECTION
SCALE: 1/8"=1'-0"

3



CROSS SECTION
SCALE: 1/8"=1'-0"

1

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**BUILDING
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SOUTH EAST
SCALE: N.T.S.

4

NORTH EAST
SCALE: N.T.S.

2



SOUTH WEST
SCALE: N.T.S.

3



NORTH WEST
SCALE: N.T.S.

1

**NEW MEDICAL
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1352 U.S. 1
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01/17/2025- CONSTRUCTION DOCUMENTS

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EXTERIOR VIEWS

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A5.2



NORTH
SCALE: N.T.S. 2



WEST
SCALE: N.T.S. 1

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EXTERIOR VIEWS

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	WALKWAY PAVING  HARDSCAPE Porcelain Pavers COLOR: CORALINA IVORY	DECORATIVE STONE  KEystone COLOR: SAND DUNE	
	WALL PANELING  NICHIHA FIVER CEMENT PANELS COLOR: POPLAR		

BLOC

3

DESIGN

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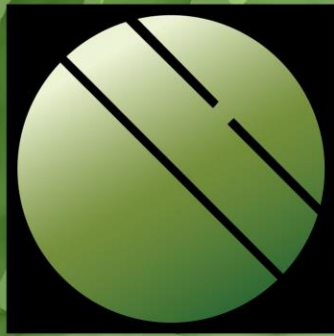
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COLOR & MATERIAL
SELECTIONS

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Cotleur & Hearing

**1352 South US Highway 1
Site Plan Application
(24-5894)**

Jupiter, FL

Town Council, April 1st, 2025

Owner/Developer

Jupiter Land LLC

Land Planner/Landscape Architect – Cotleur & Hearing

George Missimer, AICP

Donaldson Hearing, PLA, ASLA, LEED

Surveyor – Caulfield & Wheeler, Inc.

David P. Lindley, PLS

Traffic Consultant – Simmons & White

Kyle Duncan, PE

Civil Engineer– Simmons & White

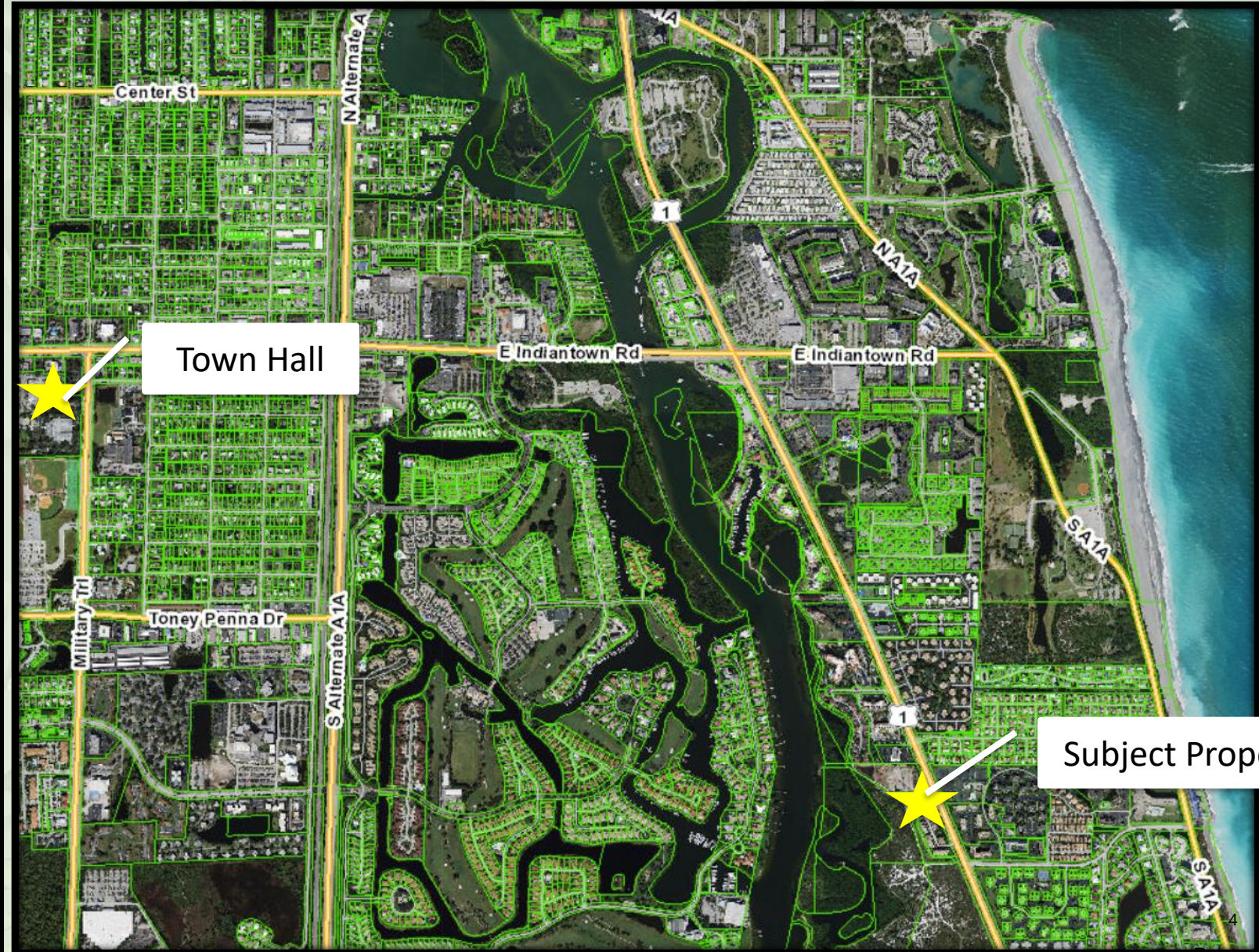
Jamie Parish, PE

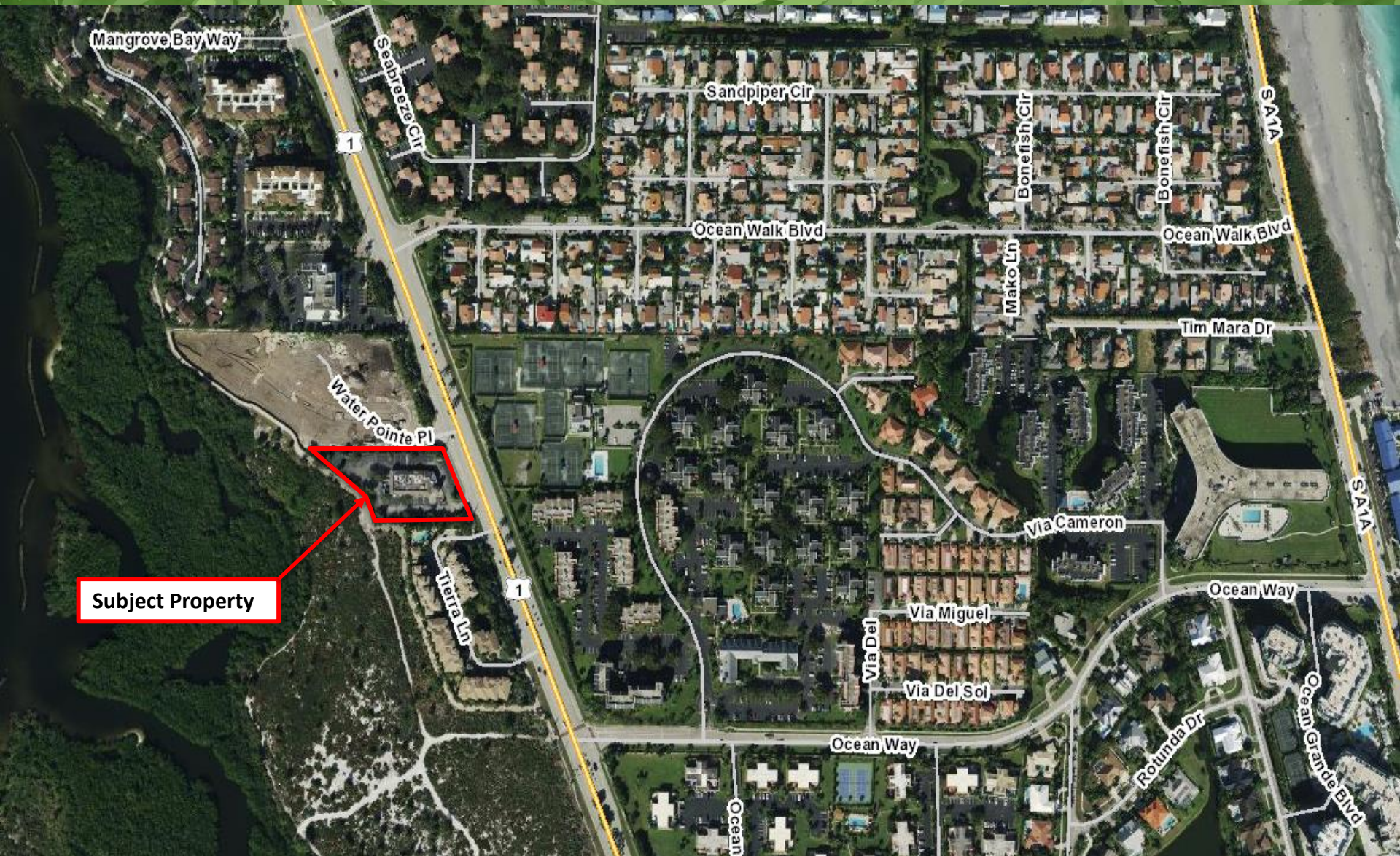
Architect – Bloc3 Design

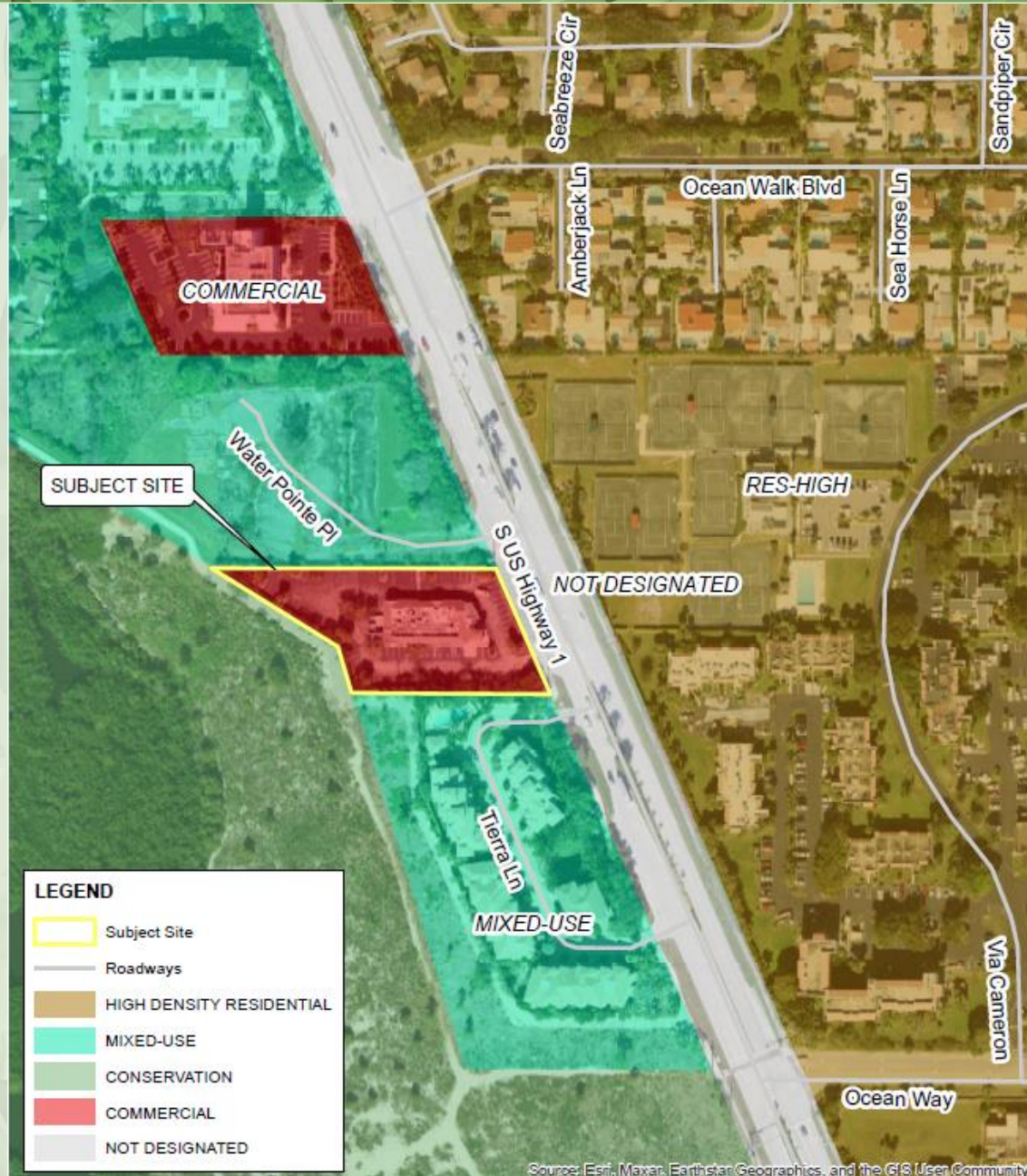
Chris Sable, AIA

P24-5894

Subject to this application, the applicant is requesting Site Plan approval for redevelopment of the subject property to construct a 3-story, 15,995 SF Medical Office Building.







Existing Zoning





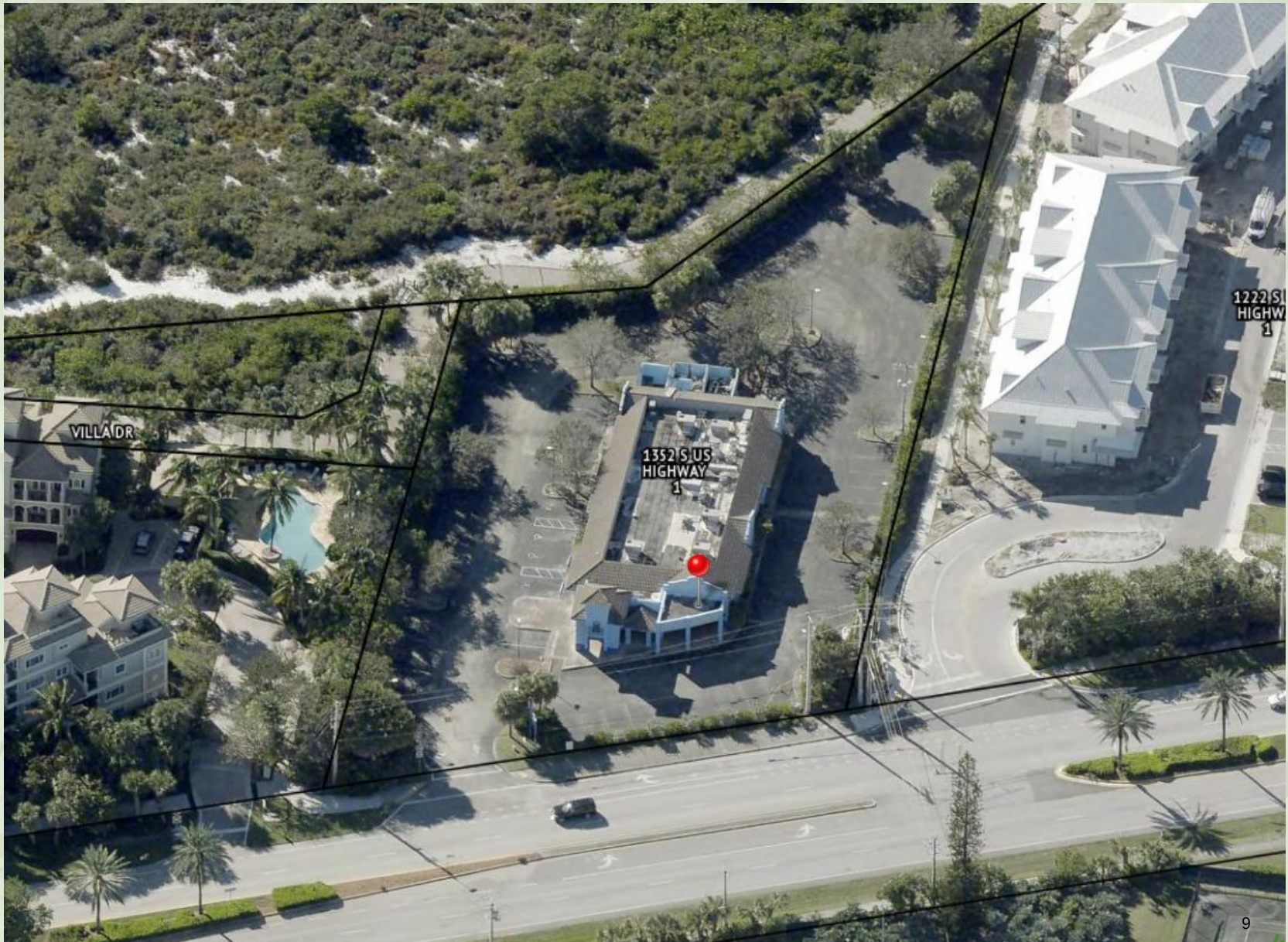
Perimeter Landscape Buffers:

Front: 5-feet

Side (North): 4-feet

Rear: 6-feet

Side (South): 6-feet









Proposed Site Plan

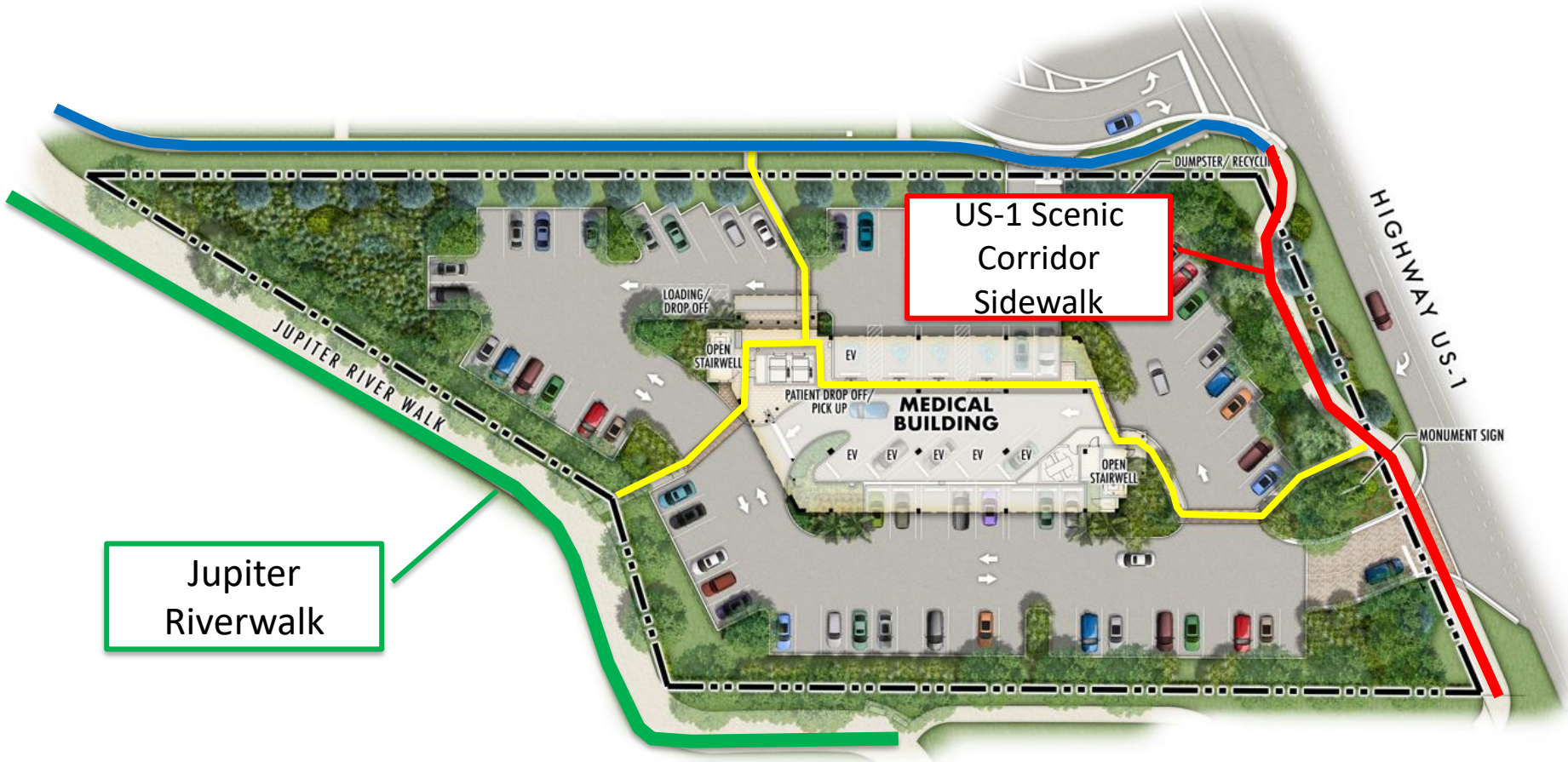


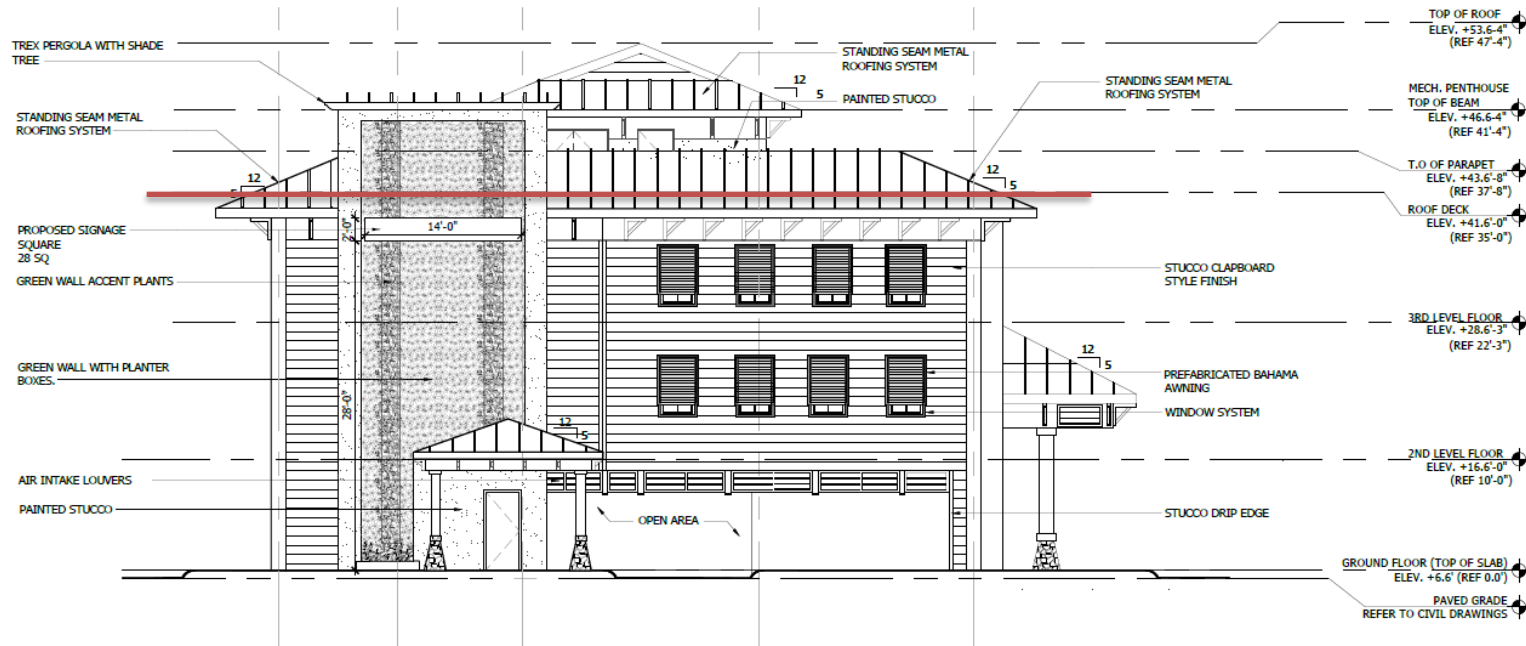
SITE PLAN

Proposed Use:	Medical Office
Building Square Footage:	15,995.1 SF
Building Lot Coverage:	8,108 SF (13.79%)
Green Space Required:	8,821 SF (15%)
Green Space Provided:	20,301 SF (34.52%)
Parking Required/Provided:	80 Spaces
Height Permitted/Proposed:	35 Feet
Stories Proposed:	3 Stories
Project has received Traffic approval from Palm Beach County and Town of Jupiter.	









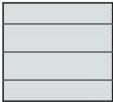
Maximum Height: 35-feet
15,995 Square Feet Medical Office Space

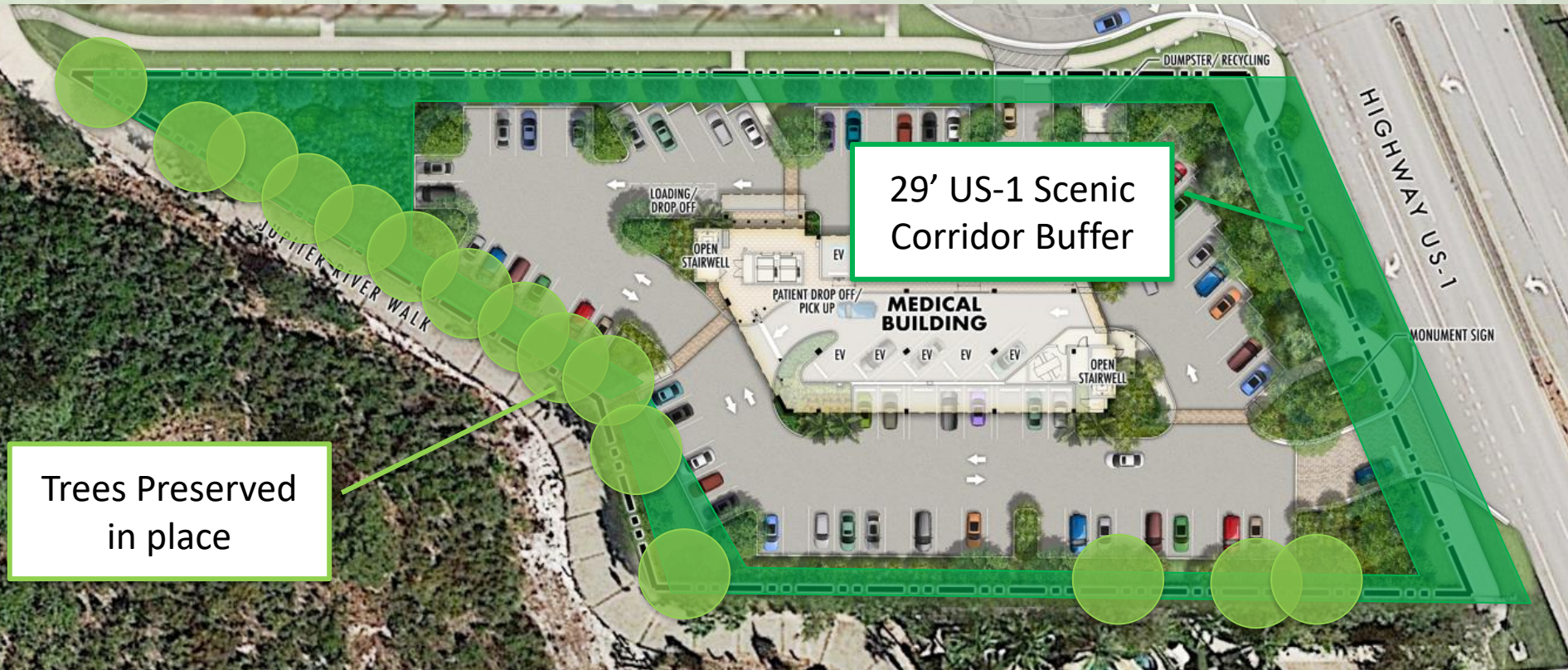








WALL PAINT	WALKWAY PAVING	DECORATIVE STONE
 <u>STUCCO PLANKS</u> Sherwin-Williams SW-6238 COLOR: ICICLE  <u>STUCCO PAINT</u> Sherwin-Williams SW-6238 COLOR: ICICLE  <u>PLASTIC BRACKETS, FASCIA & TRIM</u> Sherwin-Williams SW-7006 COLOR: EXTRA WHITE  <u>DOORS</u> Sherwin-Williams SW-6253 COLOR: OLYMPUS WHITE 	 HARDSCAPE Porcelain Pavers COLOR: CORALINA IVORY	 KEYSTONE COLOR: SAND DUNE
	WALL PANELING	
	 NICHIHA FIBER CEMENT PANELS COLOR: POPLAR	



Existing Perimeter Landscape Buffers:

Front: 5-feet

Side (North): 4-feet

Rear: 6-feet

Side (South): 6-feet

Proposed Perimeter Landscape Buffers:

Front: 29-feet

Side (North): 10-feet

Rear: 10-feet

Side (South): 10-feet



Existing Perimeter Landscape Buffers:

Front: 5-feet

Side (North): 4-feet

Rear: 6-feet

Side (South): 6-feet

Proposed Perimeter Landscape Buffers:

Front: 29-feet

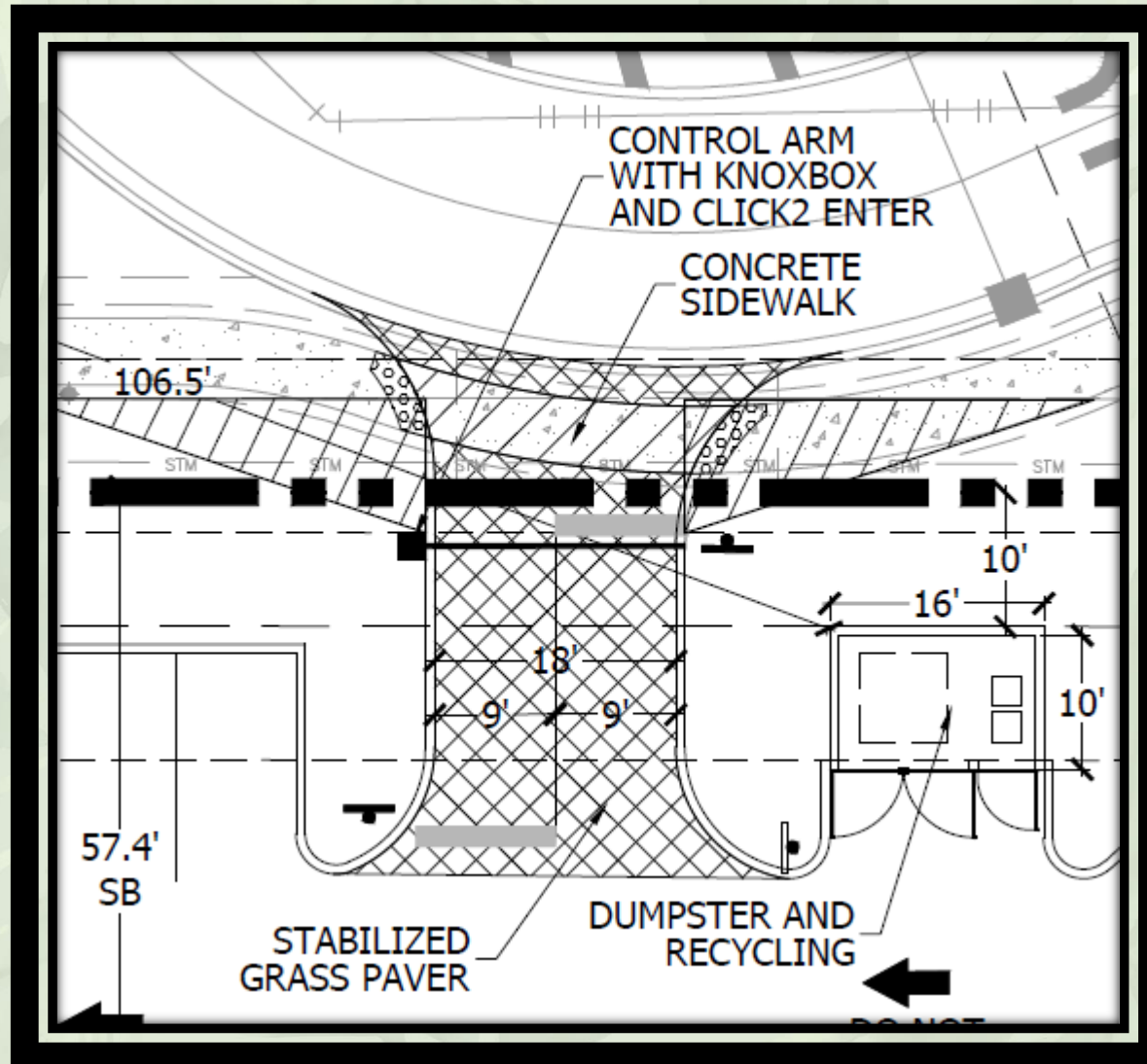
Side (North): 10-feet

Rear: 10-feet

Side (South): 10-feet

- Town of Jupiter Staff have determined the application is in compliance with the Comprehensive Plan and Town Land Development Codes.
- The Town Recommends Conditions 1 through 11 and the Applicant does not object.





Thank you