



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, AUGUST 19, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:

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

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

PRESENTATION

1. The Honorable State Representative Mike Caruso - Legislative Update. #
2. Jupiter Fire Rescue Department (JFRD) Update.
3. Emergency Management Response Plan - JPD & JFRD

CITIZEN COMMENTS

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

MINUTES

4. August 7, 2025, Meeting Minutes.

CONSENT AGENDA

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

PUBLIC BUSINESS

5. Approving the Cancellation of the Town Council Meetings scheduled for Tuesday, September 2, 2025, and Tuesday, September 16, 2025, at 7:00 P.M. and Rescheduling them as Town Council Special Meetings on Thursday, September 4, 2025, and Thursday, September 18, 2025, at 7:00 P.M. #
6. Approving the Annual License Renewal for Sentinel One Endpoint Protection and Response Cybersecurity Platform in the amount of \$60,470.49.
7. Approving a Revised Funding Schedule for an existing Unit Price Contract (W2334) with Deevan, Inc., for Underground Utility Improvements for Indian Creek Park Restrooms, Public Works Storage Building, Carl Street Watermain, and Water Quality Sampling Stations, with a combined total estimated value of \$500,000.
8. **Resolution 54-25**, Approving Contract No. NR2025-02 with Sajo Management Group, LLC, for the installation of public access improvements and a bioretention area at the Sims Creek Preserve open space property for an amount not to exceed \$297,004.60.
9. **Resolution 85-25**, Approving a Contract with Felix Civil Construction LLC, for Replacement of Floridan Aquifer Raw Water Main Crossing (W2439) for an amount of \$1,157,922, and Amending the Project Budget.
10. **Resolution 103-25**, Approving the Award of EPW 2025-21 – Toney Penna Dr and Bush Rd Intersection Improvements Contract to M&M Asphalt Maintenance, Inc. for an amount not to exceed \$616,931.85.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings:

Thursday, August 21, 2025, 6:30 pm, Town Council Budget Workshop #2 - Town Council Chambers

Thursday, September 4, 2025, 7:00 pm - Town Council Chambers

Thursday, September 18, 2025, 7:00 p.m. - Town Council Chambers

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.

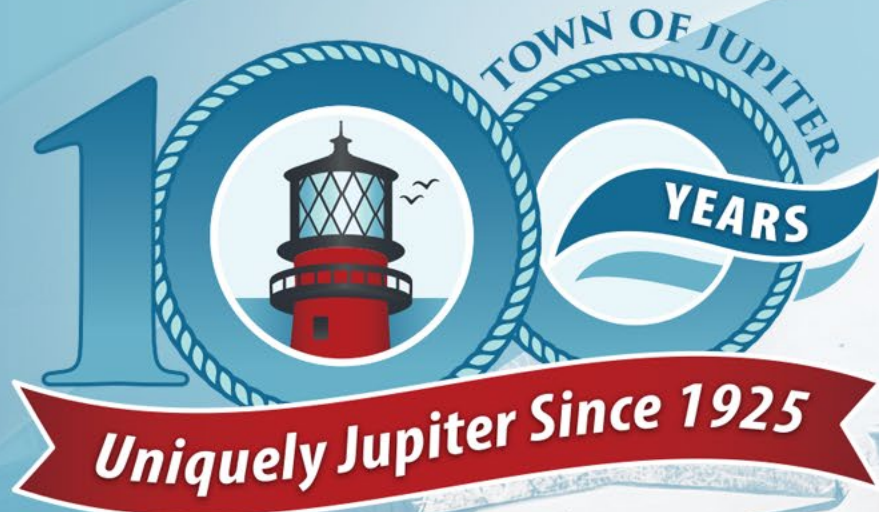
Notices:

*Town Council and CRA Meetings are now webcast in real-time and viewable on your computer or mobile device - www.jupiter.fl.us/Live. Backup materials for the Town Council Meetings are available online one (1) week before the regular meetings.

*# means no backup materials are attached - revisions may occur

*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, F.S.

**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

Fire Rescue Update

August 19, 2025

**CENTENNIAL
CELEBRATION**
1925 - 2025

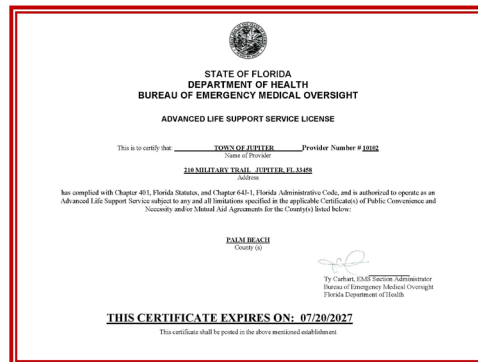


Jupiter Fire Rescue Update

- Next year, the Jupiter Fire Rescue Department will begin providing fire and emergency medical services to the community.
- Three items for tonight's update:
 - Jupiter Fire Rescue's State Advanced Life Support (ALS) Transport Provider License
 - JFRD Abacoa Temporary Fire Station
 - Fire Station Construction

ALS Transport Provider License

- June 10, 2025 - the Palm Beach County Commission unanimously approved our COPCN application to begin October 1, 2026.
- In July, JFRD applied for our State ALS Transport Provider License from the Florida Department of Health.
- On July 20, 2025, JFRD received our ALS Transport Provider License.

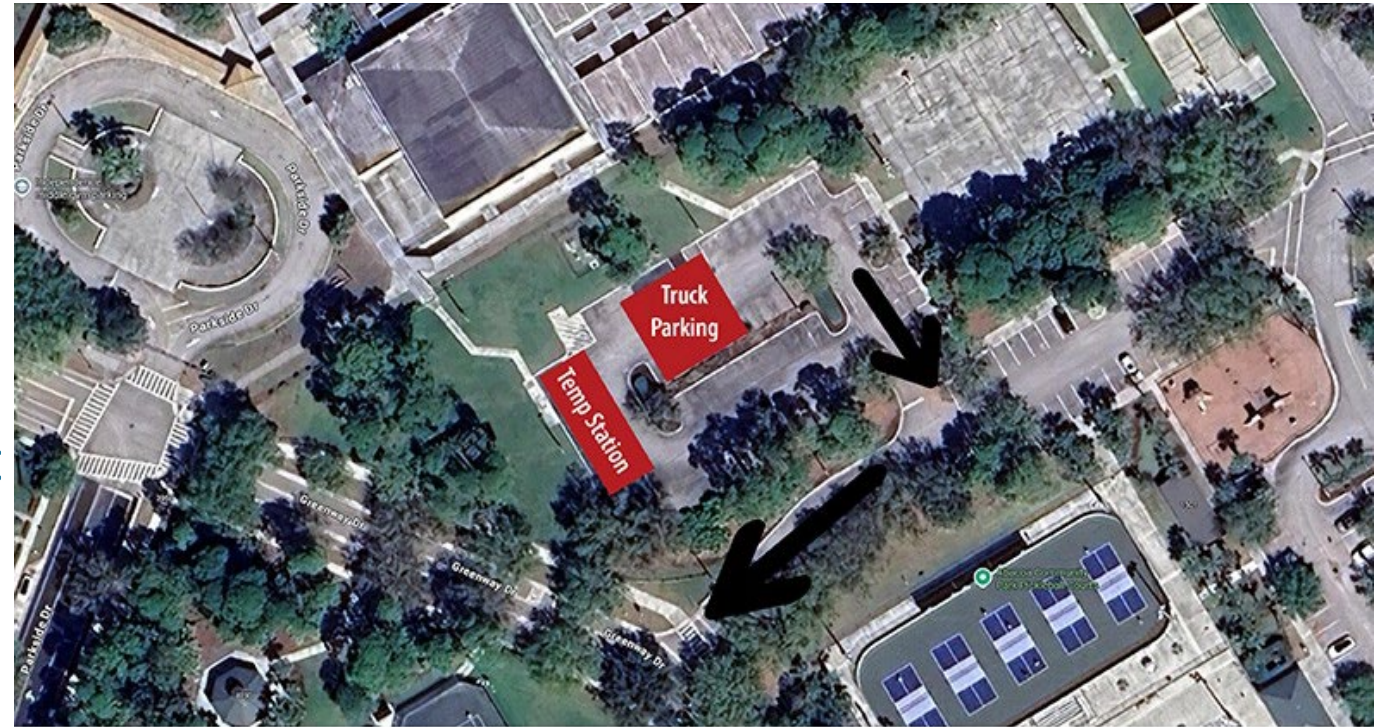


Existing Abacoa Fire Station (Sta. 16)

- The existing Abacoa Fire Station (Sta 16) will revert to Town ownership on October 1, 2026.
 - JFRD will have to station our firefighters in their stations before October 1, 2026.
 - JFRD will have to move furnishings and equipment into the existing Abacoa Fire Station after October 1, 2026.
 - JFRD may need to do some renovations on the existing Abacoa Fire Station after it reverts to Town ownership.

Abacoa Temporary Fire Station

To ensure the continuity and timeliness of fire services to Abacoa and nearby neighborhoods, the Town of Jupiter is establishing a temporary fire station in the northwest corner of Abacoa Community Park. The station will be installed by the beginning of May 2026.



Abacoa Temporary Fire Station



Fire Station Construction

Piatt Place – Construction on the Piatt Place Fire Station is on schedule. The stem walls are going in now , and the next courses of block will follow. The top-out is scheduled for the end of September.



Fire Station Construction

Cinquez – The Cinquez station is on schedule. The footers are going in now, and stem walls will follow. The top-out is also scheduled for the end of September.



The Jupiter Fire Rescue Department remains on schedule and on budget.





TOWN OF
JUPITER

Storm Season Preparation: Jupiter is Ready

CENTENNIAL
CELEBRATION
1925 - 2025

The Town is Prepared

- Hurricane season began on June 1 and runs through November 30
- Each year, Town staff spends a considerable amount of time getting ready for a storm.
 - Before the season begins
 - Before a storm
 - Post-storm analysis and improvements
- Should a storm threaten the Town of Jupiter this hurricane season, we **are** prepared.

The Emergency Operations Center

- Allows emergency personnel to monitor a storm's impacts and to prepare for post-storm recovery.
- Activation level and staffing dependent upon the severity of a storm.



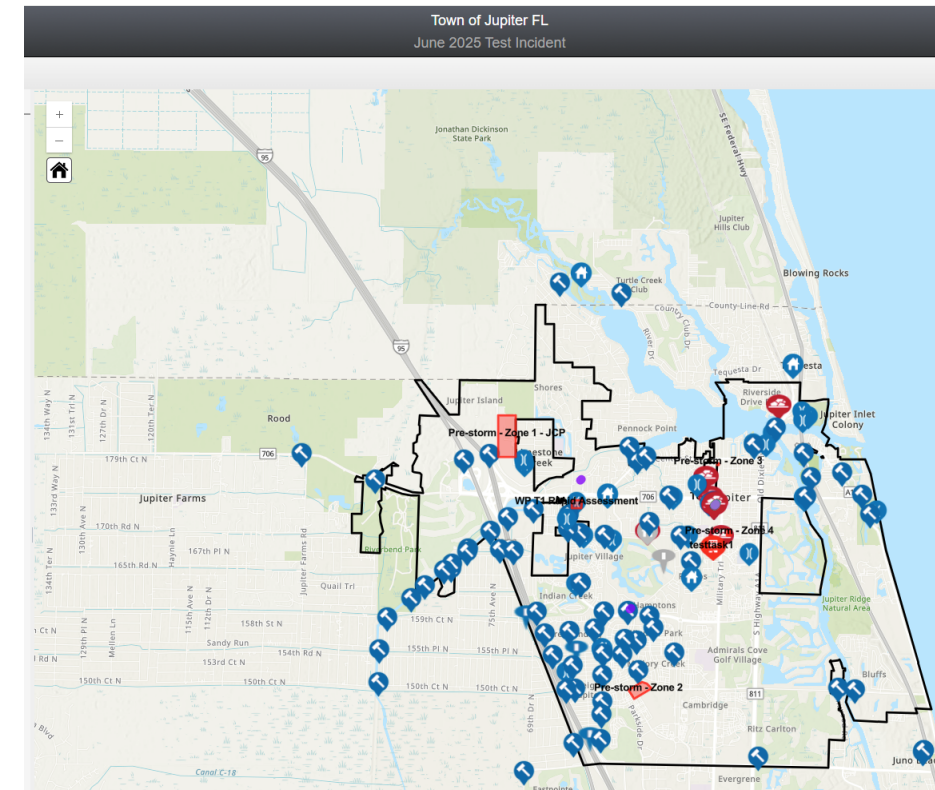
EOC Activation Levels

- **Level 3:** Monitoring and early prep.
- **Level 2:** Partial activation; selected staff are on duty.
- **Level 1:** Full activation; 24/7 operations.



New Crisis Track Software Assists with Recovery Efforts

- Provides real-time tracking of damage assessment efforts.
- Allows Incident Command Staff the ability to better allocate staff and resources in a recovery effort.
- Tracks staff and asset usage for FEMA re-imbursement efforts.



Storm Emergency Response Plan

- Outlines our operational guidelines and tasks before, during, and after a storm.
- Helps ensure preparedness during the preseason and leading up to a storm.
- Helps guide recovery efforts after a storm.
- Will be incorporated into CrisisTrack.

C. DEPARTMENT PRE-STORM PREPARATIONS – ENHANCED MONITORING (typically 72-48 hours before the arrival of hurricane conditions)					
Time Due	Department Assigned	Task Assignments	Comments or Follow-up Needed	Initials	Time Complete
72-48 hours	Utilities / Engineering / Public Works / Building / Parks and Recreation	1. Confirm notices to Town construction contractors concerning site cleanup and securing of loose objects and equipment. 2. Initiate contact with all contractors with active construction sites and instruct them to secure their sites in preparation for impending storm and inspect all sites to ensure full compliance. 3. Instruct contractors to take any and all actions necessary to empty, remove or secure garbage dumpsters at all construction sites. If secured, all contents therein shall be protected from becoming wind-blown. 4. Instruct contractors to remove or secure-in-place all portable construction toilets.			
72-48 hours	EOC Staff	1. Remind Directors to allow staff to complete home and family storm preparations. 2. Notify Information Technology of the need to prepare all EOC electronics for activation status and provide IS with a time schedule to complete. 3. Begin Resource Tracking logs and maintain them up-to-date. 4. Begin compiling information and work with the Town EOC Planning Chief to begin scheduling, drafting and distributing the Town Situation Reports (SitReps) and Incident Action Plans (IAPs) to meet County/State reporting deadlines that are established for storm events. 5. Intensify preparations for Level 1 activation the Town EOC. 6. Cancel all scheduled uses of the EOC and Conference Room. 7. Confirm pre-staging of evacuation resources: barricades, signs, tow truck(s), etc. 8. Test all communications equipment (TTY, fax, phone, EAS, Radio, ESATCOM, etc.) in anticipation of full activation. 9. Confirm operational status of the <u>WebEOC</u> communications link with PBC EOC.			

Summary

- The Town has added additional structure to our storm preparedness and recovery efforts.
- This increase and structure will assist us in our preparedness efforts, both for the hurricane season in general and for a specific storm or other types of emergencies we may encounter.
- **We are prepared** for the 2025 storm season.



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
THURSDAY, AUGUST 7, 2025**

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

Roll Call: Mayor Jim Kuretski; Vice-Mayor Ron Delaney; Councilor Phyllis Choy; Councilor Dan Guisinger; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Merriane Lahmeur.

PROCLAMATION

1. Proclamation declaring August 2025 as Florida Water Professionals Month.

Mayor Kuretski presented the proclamation to Ms. Amanda Barnes, Director of Utilities. Ms. Barnes thanked Council for recognizing the Utilities Department.

PRESENTATION

2. Jupiter Police Department Status Update.

Chief Barbera thanked the Community, the Council and Town Staff for everyone's participation and support in Jupiter's National Night Out events.

Chief Barbera provided an update on the Jupiter Police Department, which included current sworn staff, response times, financial crimes, tips on not becoming a fraud victim, and the total of person offenses in comparison to the prior year. Chief Barbera noted that the Department is 95 percent staffed and fraud investigations are becoming increasingly complex and time consuming.

Vice-Mayor Delaney asked what the decrease in call time could be attributed to. Chief Barbara commented that he believed the decrease was due to the district configurations and the officers positioning themselves throughout the districts, and effective communication.

Councilor Guisinger asked what the decrease in personal offenses could be attributed to. Chief Barbara stated that the whole area, Palm Beach County to Martin County, is down an average of twenty percent. He believes the decrease was due to the increase use of technology, such license plate readers, cameras, and the sharing of intelligence among agencies.

Mayor Kuretski commented that person offenses can and are affected by the reputation of the Police Department, and that the fraud scams have no boundaries and can come from anywhere. Chief Barbara confirmed and noted that Jupiter Police is known as a premier agency, and fraud scams typically spread internationally and requires coordination with Federal Agencies.

Mayor Kuretski asked if the Chief could explain prosecution and the limitation of the police. Chief Barbara explained the phased process, from arrest on probable cause to the determination by the State Attorney's Office on actual prosecution.

Councilor Choy inquired about the four new Staff that came from the certification process that the Town offers. Chief Barbara gave an overview of the rigorous process for non-certified individuals.

CITIZEN COMMENTS

Mr. Steen Eriksson, resident of South Congress Avenue, discussed current emergency services Palm Beach County Fire Rescue provides to the Town, their annual reports, and traffic preemption.

Mayor Kuretski noted that he reads the annual reports provided, and clarified that the comment he made regarding traffic preemption was related Indiantown Road.

Mr. Willie Puz, resident of Ungerer Street, expressed his appreciation for the Summer Camp Program and Staff. He requested Council to reach out to the County Consultant and request them to give a presentation about the County's Master Traffic Plan, and he requested Council to attend the upcoming workshop by the Transportation Planning Agency regarding e-bikes.

MINUTES

3. July 15, 2025, Town Council Meeting Minutes.

Councilor Sundstrom moved to approve the July 15, 2025, Town Council Meeting Minutes; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

CONSENT AGENDA

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- Mr. Craig Mowery pulled item 4.
- Mr. Willie Puz pulled item 9.

- Councilor Guisinger pulled item 12.
- Councilor Sundstrom pulled item 4 and 9.

Vice-Mayor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

PUBLIC HEARING

4. **Ordinance 13-25, 2nd Reading**, Amending Chapter 20, Article V, of the Town's Municipal Code pertaining to Backflow Prevention and Cross-Connection Control of the Town's Water System. **MOVED TO REGULAR AGENDA**

PUBLIC BUSINESS

5. Approving Town Council Second Budget Workshop Meeting, August 21, 2025, at 6:30 p.m.#
6. Approving a purchase order to Duval Ford for a 2025 Transit High Roof Cargo Van for the JFRD Logistics Division for \$53,720.00.
7. Approving a purchase order to EleMech, Inc., for the purchase of a Bulk Water Fill Station (W2550) in the amount of \$60,640.
8. Approving a purchase order to American Bronze Foundry, for the creation of the JPD Memorial Statue in the amount of \$55,000.
9. Authorization of Work Order No. 34 of Contract EPW 2016-12A with Kimley-Horn and Associates, Inc. for Jupiter Fire Rescue Department – Temporary Fire Station Professional Consulting Services in an Amount Not to Exceed \$63,139.87. **MOVED TO REGULAR AGENDA**
10. **Resolution 78-25**, Approving a contract with JLA Geosciences, Inc. (W2536) for Professional Hydrogeology Consulting Services.
11. **Resolution 79-25**, Approving a contract with OnsiteGenPros LLC, for Generator Maintenance Services (W2537) for an amount of \$180,680.
12. **Resolution 80-25**, Approving a Unit Price Contract with Johnson-Davis Inc. for Utility Infrastructure Repairs (WS2539) for an amount of \$1,500,000. **MOVED TO REGULAR AGENDA**

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

4. **Ordinance 13-25, 2nd Reading**, Amending Chapter 20, Article V, of the Town's Municipal Code pertaining to Backflow Prevention and Cross-Connection Control of the Town's Water System.

Mr. Craig Mowery, resident of Blanca Isles Lane, expressed his support for the amendment. He also discussed his concerns regarding the inconsistent backflow preventer test results and costs from various plumbing companies and the new notification procedure.

Councilor Sundstrom asked for clarification regarding the 90/60/30-day notice procedure. Ms. Barnes explained the procedure, noting that residents had 90 days prior to the deadline to complete testing, plus an additional 15 days after. In cases of an identified cross-connection violation, residents would have 15 days to resolve the violation.

There was discussion about Mr. Mowery's concerns regarding various plumbing companies and pricing, and Ms. Barnes noted she would have to research the specific issue, but had done preliminary research on standard prices. Mayor Kuretski noted that residents could use JupConnect to report any issues that occur, and Ms. Barnes stated residents could also email the Department.

Vice-Mayor Delaney proposed creating a vetted list of plumbers. Councilor Choy suggested publishing typical price guidelines to help prevent overcharging. Mr. Frank Kitzerow, Town Manager, confirmed the Town was looking into the issue.

Title was read by Mr. Baird.

Councilor Sundstrom moved to approve Ordinance 13-25, 2nd Reading; seconded by Councilor Guisinger; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Guisinger
Yes

Sundstrom
Yes

9. Authorization of Work Order No. 34 of Contract EPW 2016-12A with Kimley-Horn and Associates, Inc. for Jupiter Fire Rescue Department – Temporary Fire Station Professional Consulting Services in an Amount Not to Exceed \$63,139.87.

Mr. Willie Puz, resident of Ungerer Street, spoke about his concerns for transparency and the lack of information on the Town's website related to the temporary fire station and Station 16.

Mayor Kuretski expressed that the Town spends a significant amount of effort to ensure transparency. He mentioned that it was common practice to use a temporary fire station while an existing station was being renovated.

Mr. Kitzerow stated a temporary station was necessary because the County had rejected the 90-day transition period and was in favor of an immediate switch. He also explained that the Fire and Police Chiefs had already met with the affected HOAs and School officials and received positive feedback.

Fire Chief Donatto discussed the importance of being ready for the October 1, 2026, start date, and providing a continuity of services. He provided an overview of the temporary fire station, the status and condition of Station 16, and the timeline.

Councilor Sundstrom moved to approve Work Order No. 34 of Contract EPW 2016-12A with Kimley-Horn and Associates, Inc. for Jupiter Fire Rescue Department – Temporary Fire Station Professional Consulting Services in an Amount Not to Exceed \$63,139.87; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Yes	Yes

12. Resolution 80-25, Approving a Unit Price Contract with Johnson-Davis Inc. for Utility Infrastructure Repairs (WS2539) for an amount of \$1,500,000.

Councilor Guisinger explained he would be abstaining due to his family member being currently employed at Johnson-Davis, Inc.

Vice-Mayor Delaney moved to approve Resolution 80-25; seconded by Councilor Sundstrom; motion passed.

Kuretski	Delaney	Choy	Guisinger	Sundstrom
Yes	Yes	Yes	Abstained	Yes

ROUNDTABLE

13. Discussion of the Parks Facility Master Plan and Guiding Document.

Mr. Adam Magun, Executive Director of Jupiter Tequesta Athletic Association (JTAA), expressed his appreciation to the Council and Staff for all of their hard work putting together such a great Master Plan.

Mr. Mike Hoffmann, Senior Director of Community Services, gave a presentation on the Parks Facility Master Plan and Guiding Document (Plan), which included a history overview, feedback from public engagement, the strategic approach and plan vision, key recommendations, major considerations, and the next steps.

Mayor Kuretski stated the Plan was a phenomenal effort and will serve the Town well, and that the Strategic Initiative initiated in 2023 has driven and influenced many of the current projects. He explained how the Council ultimately has to decide on priorities, and that the Plan would be a guide annually for the Community Investment Plan (CIP). He discussed projects such as Lighthouse Park, playground upgrades, and multipurpose fields renovations.

Councilor Sundstrom noted that the Plan goes beyond just the 5-year CIP. She explained that changes could occur due to the current and future budget environments, and there would be a need for the Council to prioritize. Councilor Sundstrom stated she would like to prioritize capacity, and gave examples of ways to expand capacity without the need for more land, such as lighting and shading.

Councilor Sundstrom inquired if the recently received recreation data had changed the Town's programming. Mr. Hoffman stated Staff would be evaluating programming for potential areas of growth.

Councilor Sundstrom noted her biggest focus would be on the implementation of priorities of the short, mid, and long-term projects lists. She discussed the need to hold off on formal adoption of the Plan until after the CIP was finalized. She noted a priority for her was quickly expanding capacity with less expensive items, such as sports lighting at parks like Lighthouse and Maplewood. Councilor Sundstrom commented on the need to look at the bigger picture, including reviewing the County's Recreational Master Plan in coordination with the Town Plan and the possibility of partnering with schools for use of their facilities.

Vice-Mayor Delaney agreed with his colleagues regarding the Plan and the CIP, and stated his priority would be multiuse fields with the biggest impact. He explained the history of the previous lighting that was removed from Maplewood Park.

Councilor Sundstrom discussed the West Jupiter Community Center (WJCC), and how important indoor space was. She noted that the County Master Plan speaks to WJCC and major renovations, and partnering with the County could be mutually beneficial. There was a brief discussion on the future needs and the level of service at WJCC.

Mayor Kuretski noted the criteria for levels of service, which were set on past standards, may be outdated and asked Staff to come back with proposed changes based on recent data. He commented on community center uses past and present, and the walkability of Town parks as examples.

Councilor Sundstrom said she agreed with the Mayor's comments, and that some levels of service needs are being met by other means. She provided the example of an official community garden, and how the need was being met with the Abacoa Community Garden. She also noted how private neighborhood playgrounds were aiding in achieving a level of service, and asked if it would be helpful to inventory those types of items.

There was discussion on looking at the current needs and identify current gaps, and determining what is the right size for Jupiter. Mayor Kuretski briefly discussed renovations of fields and facilities versus expansion, and being able to provide a better-quality cost effectively when you can.

Vice-Mayor Delaney discussed indoor gym space and major deficits in space. He noted he was very interested how Palm Beach County would prioritize indoor gym space at WJCC.

Councilor Choy agreed that the Plan needed to be joined together with the CIP. She said she looks at things differently, and desired to maximize capacity at all the Town's facilities with the use of technology. She noted her desire for every age group to have an opportunity to participate in using the facilities, and for it to be done cost effectively.

Councilor Guisinger stated his biggest priority was lowering the high maintenance costs of equipment, fields and facilities, which were costing the Town a lot of money. He asked if those items were prioritized for renovations or replacement in the Plan. Mr. Hoffman stated that they were not specifically addressed in the Plan, but they were being considered.

Vice-Mayor Delaney stepped away from the dais at 8:45 p.m.

Councilor Guisinger discussed the importance of expediting shaded areas in parks, improved lighting for capacity and public safety, and uploading all of the research data into the lifecycle management software. Mr. Hoffman stated there was a new Parks Superintendent starting, and they would be tasked at leveraging the software.

Vice-Mayor Delaney returned to dais at 8:48 p.m.

Councilor Guisinger discussed a contingency plan for the Jupiter Community Center repairs, and if the systems were expected to last the next three years. Mr. Hoffman stated Staff would work with the Engineering team to come up with a contingency plan.

Councilor Guisinger expressed his appreciation for the Master Plan Vision, and asked if the Town had made any progress with Interlocal Agreements with the County and School District. Mr. Hoffman stated the Interlocal Agreement with Jupiter High School was put on pause until the Town developed the JTAA Athletic Policy, but they are working on finalizing the agreement.

Councilor Guisinger asked about agreements for the Aquatics Complex and WJCC. Mr. Hoffman stated the Town was collaborating on a splash pad at the Aquatic Complex with Palm Beach County, but the County wanted to get through the budget process first.

Councilor Guisinger thanked Staff for all of their work on the comprehensive plan and for obtaining all of the stakeholders' input.

Councilor Sundstrom stated the Town would be moving forward on playgrounds, and all of them would be done over a period of time. She also expressed her desire to look at adding a fitness center at Cinquez Park similar to what was at the old Town Hall. Mr. Hoffman stated four playgrounds were being designed for fiscal year 2026, and that a presentation would be given to Council.

Mayor Kuretski said he would like to approach some items without limitations, such as Maplewood Park lighting, maximizing our facilities, possible fitness center, and policy criteria for restrooms at parks. He requested Staff to make recommendations on levels of service and to prioritize capacity. There was discussion about incorporating changes to the Plan and coming back at a later date.

Councilor Sundstrom stated she had been speaking broadly because there were no dollar amounts, but wanted to speak in terms of operating principle and logic. She said there were items that could be pushed back and pulled forward, and she was comfortable with the Staff identifying those items based on Council priorities.

Mayor Kuretski went on to discuss the need for Staff to continue collaborating with Palm Beach County and the School District and leveraging their facilities, a WJCC partnership, and Council's priority for Interlocal Agreements. He asked if the Staff had enough guidance to move forward. Mr. Hoffman confirmed he did.

REPORTS

TOWN ATTORNEY

- Suni Sands – Mr. Baird stated he spoke on the phone with Counsel for Mr. Modica, and had encouraging news. The information remains confidential due to mediation, but would be shared with the Town Manager and the Town Manager would then share it with each Councilor individually.
- Senate Bill 180 – Mr. Baird stated that the bill has a significant impact on all communities in Florida. Mr. Baird has spoken about the issue with other Land Use and Municipal Attorneys around the state, including a law firm that represents a number of municipalities in Broward and Dade County. Mr. Baird noted that the law firm had successfully challenged the Form 6 legislation, and they have indicated they are interested in challenging Senate Bill 180.

Mr. Baird provided an overview of the bill, which limits Council's ability to make changes to its Comprehensive Plan and its Land Development Regulations with a retroactive date of November 1, 2024, and going prospectively through 2027. Additionally, after 2027, anytime there is a hurricane where an Executive Order declares an Emergency, the bill would be applied within 100 miles of the path of the hurricane.

Mr. Baird stated the law firm Weiss Serota has a plan to challenge the legislation and they are asking communities who would like to join as plaintiffs in the challenge to invest \$10,000. The litigation would likely go to the Appellate Court, unless the Legislature decides to amend the legislation.

Mr. Baird spoke about the thoughtful, innovative and responsible planning process the Town Council has always gone through for the last thirty years. He explained this legislation threatened the Town's ability to continue to plan as it previously had. He asked the Council to consider making a decision at a future meeting as to whether they wanted to join as a plaintiff.

Councilor Guisinger inquired about the timeline. Mr. Baird indicated he needed to know sooner rather than later. He stated the legislation was really an attack on Home Rule.

Mayor Kuretski stated he thought that some of what the Council does would be okay, but thought a roundtable discussion may be necessary. Mayor Kuretski supported providing the \$10,000, and thought it was money well invested.

Vice-Mayor Delaney stated he thought the legislation was an egregious attack on Home Rule, and he was in favor of fighting it.

Councilor Sundstrom stated she generally agreed, and inquired about a memo with more details. Mr. Baird said a memo would be released the next day to the Town Manager, and that his firm was working with Mr. Sickler to identify, for a risk analysis, all Ordinances and Land Development Regulations that the Council has adopted since November 2024, and those that are currently in process. Councilor Sundstrom noted it would be helpful to know how it applied specifically to the Town.

Mr. Baird spoke briefly about Orange County and their Comprehensive Plan amendment, which was not recommended for Approval by the State. Mr. Baird noted this added a second layer with the State directly impacting Home Rule.

There was discussion about the purpose of the legislation. Mr. Baird spoke briefly about growth, increased populations, the possible elimination of property taxes and impacts to levels of service.

Councilor Choy noted that the bill seemed so broad that it impacted everything from before and after hurricanes, including wind mitigation and flood mapping.

Mayor Kuretski stated he had heard two Councilors that supported providing the \$10,000, and asked if anyone else was supportive. Councilor Guisinger confirmed he was supportive. Councilor Sundstrom noted she was supportive, but also wanted to read the memo first. Mr. Baird explained that the law firm just needed an idea of who was in and who was not. He explained the firm's track record.

Councilor Choy noted that the bill did strengthen the State's Emergency Preparedness, but it also put the handcuffs on what locals can do, and she was looking forward to seeing the memo from Mr. Baird.

TOWN MANAGER

- Quiet Zone – Mr. Kitzerow announced that the Quiet Zone designation for the Town would go into effect on August 8. The designation removes the requirement for trains to sound their horn as they approach the six railroad crossings in the Town, and should cut down the train noise that has been affecting residents and businesses. Mr. Kitzerow reminded everyone to be vigilant when at the railroad tracks, and stated that there would be a police presence around the crossings as a reminder.

There was a brief discussion on the status of the Palm Beach Gardens Quiet Zone. Mayor Kuretski stated that even though the Town has done everything it is supposed to do, Brightline and FEC still had to implement it into their operational procedures, and he did not want people disappointed if they were still blowing the horns.

Mr. Kitzerow thanked the Town Staff for all of their hard work in getting the designation.

- National Night Out – Mr. Kitzerow expressed appreciation for the support from the community.
- Center Street Corridor - Mr. Kitzerow provided an update from the Focus Group Discussion held by the Planning and Zoning Staff on the Future of Center Street. He noted that they met with residents and businesses owners to discuss two key initiatives. Mr. Kitzerow announced the creation of the webpage for individuals to provide input, and the upcoming Town Input Workshop scheduled for September 10 at 6:00 p.m.
- Utilities – Mr. Kitzerow announced that the Utilities Department would begin a routine system wide maintenance of the water distribution system beginning Tuesday, August 12, and ending Tuesday, September 2. Mr. Kitzerow noted that during this time chlorine would be used to disinfect the water and customers may notice a slight difference in the taste of the water, but he wanted to assure everyone that the process was safe and a recommended practice to maintain water quality throughout the system.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS **COUNCILOR CHOY**

- National Night Out - Councilor Choy noted that the parade was amazing and the energy shown from the community for the first responders was very heartwarming
- Slow Down Signs - Councilor Choy expressed gratitude for the new signs and the timing of the placement before school starts.
- Town Staff - Councilor Choy expressed gratitude to all of the staff for all of the hard work that is being done with the budget, the CIP, and Parks.

VICE-MAYOR DELANEY

- Palm Beach County 5-year Traffic Plan – Vice-Mayor Delaney gave a brief overview of his meeting with the Palm Beach County Traffic Engineers. He noted that they have requested the Town's priorities for traffic improvements, such as Indiantown Road and Center Street, to incorporate into their plan. He commented that there would be a new sales tax strictly for transportation once the half-penny sales tax sunsets.
- National Night Out – Vice-Mayor Delaney thanked Major Chris Smith and Officer Diaz. He noted that the outpouring of the residents and the enthusiasm of the community was amazing, and that the Town really supported the Police Department.

MAYOR KURETSKI

- Ms. Stacey Rivera - Mayor Kuretski noted that when the new dais was created the phone chargers were placed out of reach from the Mayor's seat. He expressed his gratitude to Ms. Rivera for her typical fast work in providing him

with a phone charger on the dais after he asked for one the day before. Mayor Kuretski noted that the charger could be utilized by anyone sitting in the Chair seat.

- Palm Beach County 5-year Traffic Plan - Mayor Kuretski gave a brief overview of his meeting with the County Traffic Engineers. He noted he also had an opportunity to speak with them regarding Donald Ross Road. Mayor Kuretski gave an overview of a County Intersection Improvement Project that is in the design phase for Central Boulevard and Indiantown Road. He requested a meeting with the Town Manager and Staff to discuss various roads.
- National Night Out - Mayor Kuretski expressed his gratitude to Staff for the entire team effort, and noted how pleased he was to see the Strategic Vision of the Council to maintain the small-town feel being carried out. Mayor Kuretski also stated that observing two new Staff members, who were not from the Town and who experienced this event for the first time, was a great reminder and experience for him.
- Stormwater Utility - Mayor Kuretski recognized the improvements to the Stormwater Inspections Overview and Metrics. He noted that the document was extremely valuable work, and helps to ensure the Town is holding other entities accountable.
- Strategic Plan Quarterly Update - Mayor Kuretski stated the Update that was recently provided was the most well-done Strategic Plan Update the Town has ever had. He noted the real effort that was made to improve the Update and make it meaningful. Mayor Kuretski expressed his gratitude to Staff.

COUNCILOR SUNDSTROM

- Quiet Zone – Councilor Sundstrom confirmed that Palm Beach Garden's Quiet Zone started the morning it was supposed to start.

Mr. Kitzerow stated that the Town anticipated no issues when the Quiet Zone begins.

- National Night Out – Councilor Sundstrom commented that this event was an opportunity for the Police not just to become a protector but to be a neighbor and connect with everyone. She noted that you know the Town has a sense of community when your parades keep on going and don't fade. Councilor Sundstrom also stated that it was the Police Department's night, and they should always be supported and celebrated so that it always continues.

COUNCILOR GUISINGER

- National Night Out - Councilor Guisinger stated that he had a different perspective since this was his first time riding in the parade. He expressed his gratitude to

Captain Bujnowski for hosting him in his vehicle. Councilor Guisinger noted he was amazed by the number of citizens in the community who knew the officer by name, and that it can be attributed to the police personnel being embedded in the community.

- Utility Department Proclamation - Councilor Guisinger commented on the phenomenal job the Department does safeguarding and protecting the water and maintaining the systems, and that the Proclamation was well-deserved.

ADJOURNMENT – 9:44 P.M.

Merriane Lahmeur, Town Clerk

TOWN OF JUPITER



DATE	August 19, 2025
TO	Honorable Mayor and Members of Town Council
THRU	
FROM	
SUBJECT	

EXECUTIVE SUMMARY

The Town Attorney has reviewed the attached [agreement/contract/documents] and finds [it/them] to be in acceptable form.

ANALYSIS

STRATEGIC PRIORITY

ATTACHMENTS

FUNDING SOURCE

Approved in Budget \$
Additional Funding Requested \$

Sources:

Sources:

*Funding is not necessary for this request.

For more information or copies of the attachments, please contact ***** at ***** or 561-741-****.

TOWN OF JUPITER
Approving Annual License Renewal for Sentinel One Endpoint Protection and Response Cybersecurity Platform



DATE	August 19, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Karl Craig, Information Systems Director
SUBJECT	Approving Annual License Renewal for Sentinel One Endpoint Protection and Response Cybersecurity Platform in the amount of \$60,470.49

EXECUTIVE SUMMARY

Town staff is requesting Town Council's approval to renew the annual maintenance of the licenses and support services for Sentinel One Endpoint Protection and Response Cybersecurity Platform by authorizing a piggyback of the Omnia Partners Technology Solutions Contract, R210407, for the amount of \$60,470.49. Annual licenses and support are purchased through the value-added reseller World Wide Technology, LLC.

Sentinel One's cybersecurity platform continues to provide secure and robust protection for each workstation and server within the Town's computer network environment with regard to identifying, isolating, and preventing damage from malware or other types of cyber-crime.

Additionally, the Sentinel One Endpoint Protection and Response Cybersecurity platform is a key component of the Town's multifaceted cybersecurity resilience posture, which is intended to reduce the risk of cyber-attack.

ANALYSIS

Staff recommends the Town Council's approval to renew the annual maintenance of Sentinel One Endpoint Protection and Response Cybersecurity Platform through the local Value Added Reseller (VAR), World Wide Technology for the amount of \$60,470.49.

STRATEGIC PRIORITY

- Organizational Excellence

ATTACHMENTS

1. World Wide Technology, LLC Quote #7328311.1
2. Omnia Contract R210407
3. Renewal Award of Contract R210407
4. SentinelOne Price List 2025

FUNDING SOURCE

Amount of this Request	\$60,470.49	
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Amount Approved in Budget	\$60,470.49	Sources: Information Systems 00125213 554000 Books, Dues, Pubs, Subscriptions
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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.



Sales Quotation

Quote # 7328311.1
 Quote Date MAY-01-2025
 Expiration Date JUL-30-2025
 Quote Name Sentinel One 1 Yr. Renewal:
 Start Date: 08/11/2025, End
 Date: 08/10/2026
 OMNIA Partners Technology
 Solutions
 Contract OMNIA / R210407
 Exp Date: 05/31/2026

Submitted By

ISR Ashley Welton
 (314) 301-2752
 Ashley.Welton@wwt.com
 AM Cynthia Zeller
 Cynthia.Zeller@wwt.com

Submitted To

Town of Jupiter Florida
 Karl Craig
 561-7469-5134
 karlc@jupiter.fl.us

Issue PO To

World Wide Technology, LLC.
 1 World Wide Way
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
Sentinel One 1 Yr. Renewal: Start Date: 08/11/2025, End Date: 08/10/2026					
1	S1-CMPAI-EN-T3-S	SENTINELONE, INC.	472	\$62.52	\$29,509.44
	Description: Complete Protection Platform with AI (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Annual Purple Query Standard Support Plan				
2	S1-CMPAI-EN-T3-S	SENTINELONE, INC.	75	\$62.52	\$4,689.00
	Description: Complete Protection Platform with AI (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Annual Purple Query				
3	S1-CMPAI-CW-T3-S	SENTINELONE, INC.	95	\$65.48	\$6,220.60
	Description: Complete Cloud Workload Security with AI (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Annual Purple Query. Standard Support Plan, SLED, 1 Yr, 501				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
4	S1-CMPAI-CW-T3-S	SENTINELONE, INC.	7	\$65.48	\$458.36
	Description: Complete Cloud Workload Security with AI (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Annual Purple Query. Standard Support Plan, SLED, 1 Yr, 501				
5	SP-RGR-ND-T3-S	SENTINELONE, INC.	472	\$29.35	\$13,853.20
	Description: Singularity Network Discovery (per Endpoint). Enterprise-wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents, SLED, 1 Yr, 501-1,000 Endpoint				
6	SP-RGR-ND-T3-S	SENTINELONE, INC.	177	\$29.35	\$5,194.95
	Description: Singularity Network Discovery (per Endpoint). Enterprise-wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents, SLED, 1 Yr, 501-1,000 Endpoint				
7	PF-PLT-FF-T1-S	SENTINELONE, INC.	1	\$544.94	\$544.94
	Description: Singularity Platform. Access to the Singularity Platform, includes initial SDL Ingest, SLED, 1 Yr				

TOTALS	
Subtotal	\$60,470.49
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$60,470.49

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

As you may be aware, global supply chains across all industries are facing uncertain impacts from the Coronavirus. WWT is monitoring the situation closely and is in constant contact with our suppliers and partners so that quoted lead times are as accurate as possible. Due to the quickly evolving nature of this situation, please be advised that it is possible that quoted lead times and delivery dates may change with little or no notice. WWT will continue to work with customers and suppliers/partners to evaluate options to minimize any impact.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

<https://www.sentinelone.com/legal/master-subscription-agreement/>



Technology Solutions, Products, and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 21-04

RFP Issued: December 1, 2020

Pre-Proposal Date: December 15, 2020

Response Due Date: January 19, 2021

Proposals Received: 17



World Wide Technology

Awarded to:

Contract # R210407

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 21-04 on December 1, 2020, to establish a national cooperative contract for Technology Solutions, Products, and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On January 19, 2021 proposals were received from the following offerors:

- Avaya Inc.
- CDW Government LLC
- Compulink Technologies, Inc.
- GovConnection, Inc. dba Connection – Public Sector Solutions
- Double Line, Inc.
- Edlio LLC
- Active Internet Technologies, LLC, dba “Finalsite”
- HP Inc.
- Iron Bow Technologies, LLC
- Office Depot, LLC
- Phoenix Business Inc dba Phoenix Business Consulting
- ThunderCat Technology, LLC
- vCloud Tech Inc.
- Vertosoft LLC
- WalkerCom, Inc.
- Waypoint Business Solutions, LLC
- World Wide Technology

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that World Wide Technology demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of June 1, 2021.

Contract Highlights:

World Wide Technology (WWT) is a global firm that designs, builds, demonstrates, and deploys innovative technology products, integrated architectural solutions, and transformational digital experiences worldwide. Through long-term strategic relationships with many of the world’s leading technology OEMs, Participating Agencies will have access to innovative products and services and will also benefit from access to millions of products from thousands of other vendors and distributors worldwide. WWT is a nationally certified Minority-owned Business Enterprise (MBE) and the largest African American-owned technology business in the country allowing Participating Agencies the ability to achieve Tier-1 minority spending credits. **Currently contract does not extend to New Jersey agencies.**

Contract includes:

A variety of Manufacturers which fall into following categories:

1. Computer Systems
2. Monitors
3. Network Equipment
4. Services
5. Peripherals
6. Software and Licensing.

Term:

Initial three-year agreement from June 1, 2021 through May 31, 2024 with the option to renew for two (2) additional one-year periods through May 31, 2026.

Pricing/Discount:

Discount off list price per OEM products and services

OMNIA Partners, Public Sector Web Landing Page:

<http://www.omniapartners.com/publicsector/suppliers/world-wide-technology>

Region 4 ESC
Contract # R210407
for
Technology Solutions, Products, and Services
with

World Wide Technology

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and World Wide Technology, effective June 1, 2021:

- I. Appendix A; Supplier Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

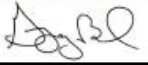
Receipt of Addendum No. 1 Acknowledgement

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name World Wide Technology, LLC

Contact Person Gregg Brush

Signature 

Date January 19, 2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

**TAB 1 – Contract and Offer and Contract Signature
Form
Appendix A**

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 27, 2021 by and between World Wide Technology ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services (the products and services).

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, ~~canceled~~ or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, ~~responsibilities~~ and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT

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- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ~~ten~~ thirty (30) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, ~~data~~ and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor materially fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately upon thirty (30) days written notice and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, ~~models~~ and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable ~~time period~~ as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable ~~time period~~, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of

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strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30-60 business days after the other party receives the notice of cancellation. After the 30th-60th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification

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letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

~~Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time limit. Contractor shall offer Region 4 ESC any published price reduction~~Discount ~~during the Contract term.~~

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

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- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from any third party claims of death, personal injury or property damage resulting from the actions-gross negligence or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT,

CONTRACT

7

INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES,
HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF
THE POSSIBILITY OF SUCH DAMAGES.

- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Offer and Contract Signature Form (Appendix A)

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name World Wide Technology

Address 1 World Wide Way

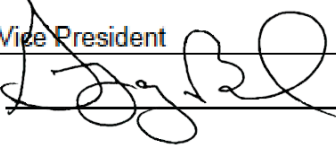
City/State/Zip St. Louis, MO 63146

Telephone No. 314-374-0601

Email Address greg.brush@wwt.com

Printed Name Gregory Brush

Title Vice President

Authorized signature 

Accepted by Region 4 ESC:

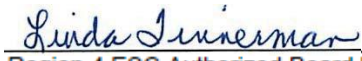
Contract No. R210407

Initial Contract Term June 1, 2021 to May 31, 2024


Region 4 ESC Authorized Board Member

4/27/2021
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

4/27/2021
Date

Linda Tinnerman
Print Name

Appendix B – Terms and Conditions Acceptance Form

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A DRAFT CONTRACT Page 16	11) TERMINATION OF CONTRACT, a) Cancellation for Non-Performance or Contractor Deficiency	Upon receipt of a written deficiency notice, Contractor shall have thirty (30) days to provide a satisfactory response to Region 4 ESC.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, b) Termination for Cause	If, for any reason, Contractor materially fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract upon thirty (30) days written notice and pursue all other applicable remedies afforded by law.	Accepted
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, d) Force Majeure	The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		States or the State of Texas or any civil or military authority; insurrections; riots; outbreaks, quarantines, epidemics or pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.	
APPENDIX A DRAFT CONTRACT Page 17	11) TERMINATION OF CONTRACT, e) Standard Cancellation	Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 60 business days after the other party receives the notice of cancellation. After the 60th business day all work will cease following completion of final purchase order.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	17) Price Adjustments	Contractor is a reseller of third-party products and services and sells pursuant to the manufacturer's terms, conditions, and by way of a pre-negotiated discount ("Discount") to the manufacturer's suggested retail price ("MSRP"). Contractor shall offer Region 4 ESC any published Discount during the Contract term.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	18) Audit Rights	Upon thirty (30) days written notice, Region 4 ESC shall have the authority to conduct random annual audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense.	Accepted
APPENDIX A DRAFT CONTRACT Page 18	22) Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		workmanlike manner. EXCEPT AS SET FORTH HEREIN OR IN AN APPLICABLE SOW, THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THE RESULT OF ANY PROFESSIONAL SERVICE OR THAT THE PROFESSIONAL SERVICE WILL MEET REGION 4 ESC'S REQUIREMENTS OR THAT ANY DELIVERABLE BE ERROR-FREE.	
APPENDIX A DRAFT CONTRACT Page 20	30) Indemnity	Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from any third party claims of death, personal injury or property damage resulting from the gross negligence or willful misconduct of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. In no event shall Contractor's aggregate liability to Region 4 ESC under this Agreement or in any Statement of Work or Purchase Order issued hereunder exceed the total amount paid by Region 4 ESC to Contractor for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	Accepted

TAB 2 – Products/Pricing



2.0 Products/Pricing

A. Product Price List

- i. *Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.*

WWT is offering a variety of Manufacturers which fall into the 6 Categories posed in the RFP, 1. Computer Systems, 2. Monitors, 3. Network Equipment, 4. Services, 5. Peripherals, 6. Software and Licensing. We have displayed the pricing by OEM and product category in the below listed chart. Additionally, as a Value-Add WWT is offering all other OEM's available at a 2% Discount off List.

WWT will be offering the following product and services pricing, which is a fixed discount percentage off Manufacturers List prices (MSRP).

Palo Alto Networks	Discount off List
Hardware	20%
Subscriptions	15%
Support	10%
RedLock, Twistlock & Demisto	5%
Labor / Professional Services	0%
Cisco	Discount off List
Hardware and Software (on premise)	35%
Cloud Services	10%
Service Packages (i.e., Maintenance, etc.)	10%
Training	0%
Non-SOW Cisco Services (i.e. Advanced, etc.)	0%
Netapp	Discount off List
Hardware	16.50%
Services/Subscriptions	16.50%

Pure Storage	Discount off List
Hardware	41%
Services/Subscriptions	13%
Planar	Discount off List
LED Video Wall	10%
LCD Video Wall	10%
Large Format	10%
Transparent OLED	10%
Desktop & Touch	5%
Rear Projection Wall Video	10%
Media Player	10%
Software Players	10%
IR Prognosis	Discount off List
Subscription Software	15%
Services	0%
Stress Test Services	5%
ISI	Discount off List
Subscription 1 yr	10%
Subscription 3 yr	12%
Subscription 5 yr	14%
Cinnemassive	Discount off List
Core Product	5%
Core Services	5%
Additional OEM's	Discount off List
All other OEM's available from WWT	2%

Additionally, WWT is offering the following categories for Professional and Integration Services. WWT reserves the right to review and evaluate labor and integration rates on an annual basis for price adjustments.

WWT NAIC Rates for Staging, Configuration, Imaging, Asset tagging and Testing	
Service	Per Device Cost
NAIC Integration Base charge for Laptop, PC, Tablets (Up to first 20 devices)	\$127.45
NAIC Integration Add-On charge for Laptop, PC, Tablets (additional devices when purchased with the first 20)	\$43.55
NAIC Integration Base charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (Up to first 20 devices)	\$110.30
NAIC Integration Add-on charge for Smart Devices (Access Point, IP Phone, Smartphone, Printer, IOT) (additional devices when purchased with the first 20)	\$26.45
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (Up to first 10 devices)	\$366.40
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage Up to 9RU per Device (additional devices when purchased with the first 10)	\$198.80
NAIC Integration Base charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (Up to first 5 devices)	\$627.00
NAIC Integration Add-on charge for UPS, Router, Switch, Server, Appliance, Storage 10RU+ per Device (additional devices when purchased with the first 5)	\$291.60

Please note that the Professional Services hourly rates provided below are based on not to exceed and additional discounts maybe available based on duration and other factors.

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Architect	Solution Architect - All Technologies	\$284.00
Network	Network Engineer	\$197.00
	Network Engineer > 6 months FTE	\$148.00
	Sr. Network Engineer	\$264.00
	Sr. Network Engineer > 6 months FTE	\$199.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
Cloud	Cloud Engineer	\$195.00
	Cloud Platform Architect	\$234.00
	Cloud Application Architect	\$217.00
Data Center	Data Center Engineer	\$197.00
	Data Center Engineer > 6 months FTE	\$148.00
	Sr. Data Center Engineer	\$257.00
	Sr. Data Center Engineer > 6 months FTE	\$194.00
EUC	End User Computing Engineer	\$166.00
	End User Computing Engineer > 6 months FTE	\$142.00
	Sr. End User Computing Engineer	\$201.00
	Sr. End User Computing Engineer > 6 months FTE	\$173.00
Security	Security Engineer	\$204.00
	Security Engineer > 6 months FTE	\$157.00
	Sr. Security Engineer	\$268.00
	Sr. Security Engineer > 6 months FTE	\$202.00
	Security Consultant	\$265.00
	Principal Security Consultant	\$339.00
Wireless	Wireless Engineer	\$204.00
	Wireless Engineer > 6 months FTE	\$154.00
	Sr. Wireless Engineer	\$236.00
	Sr. Wireless Engineer > 6 months FTE	\$178.00
Voice	Unified Communications Engineer	\$204.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Unified Communications Engineer > 6 months FTE	\$154.00
	Sr. Unified Communications Engineer	\$261.00
	Sr. Unified Communications Engineer > 6 months FTE	\$197.00
	Sr. Contact Center Engineer	\$300.00
	Sr. Contact Center Engineer > 6 months FTE	\$226.00
PMO	Program Manager	\$273.00
	Program Manager > 6 months FTE	\$210.00
	Project Manager	\$229.00
	Project Manager > 6 months FTE	\$176.00
	Project Coordinator	\$111.00
	Project Coordinator > 6 months FTE	\$86.00
Technology & Business Advisory	Technology Advisory Services - Enterprise Architect	\$302.00
	Technology Advisory Services - Consultant	\$211.00
	Technology Advisory Services - Lead Consultant	\$299.00
	Technology Advisory Services - Principal Consultant	\$316.00
	Business Analytics Advisor - Consultant	\$190.00
	Business Analytics Advisor - Data Scientist	\$160.00
	Business Analytics Advisor - Sr Consultant	\$278.00
	Chief Technology Advisor	\$350.00
Digital Strategy	Digital Strategy - Digital Client Director	\$270.00
	Digital Strategy - Strategist	\$294.00
	Digital Strategy - Technologist	\$213.00

WWT NTE Labor Rates		
Category	Role	Hourly Rate
	Digital Strategy - UX Creative Consultant	\$119.00
	Digital Strategy - UX Creative Directory	\$203.00
Training & Adoption Services	Trainer	\$117.00
	Sr. Trainer	\$237.00
Layer 1	Layer 1 Technician	\$135.00
Application Development	Agile Business Analyst	\$170.00
	Agile Coach	\$306.00
	Agile Delivery Manager	\$327.00
	Agile Delivery Lead	\$254.00
	Agile Delivery Staff	\$88.00
	Agile Software Engineer	\$207.00
	Agile UX Consultant	\$154.00
	Agile UX Frontend Engineer	\$167.00
	Agile UX Mentor	\$229.00
	Agile QA Analyst	\$142.00
	Agile QA Engineer	\$160.00
	Agile Product Owner	\$255.00

B. Electronic Catalog

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- **Manufacturer part #**
- **Offeror's Part # (if different from manufacturer part #)**
- **Description**
- **Manufacturers Suggested List Price and Net Price**
- **Net price to Region 4 ESC (including freight)**

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

WWT is offering this following OEMs with the included price files.

- Palo Alto
- Cisco
- Netapp
- Pure Storage
- Planar
- IR Prognosis
- ISI
- Cinnemassive

C. Pricing Availability

iii. Is pricing available for all products and services?

WWT is providing pricing as a percentage off MSRP for all OEM products and services listed in section 2.0 Products/Pricing. Additionally, WWT is offering OMNIA Partners pricing for all manufacturers we have access to resell via our OEM partners and Distribution channels.

D. Lease/Rental Options

iv. Describe lease/rental options available including financing information

WWT offers competitive leasing options with reasonable end-of-lease terms and conditions providing the flexibility to efficiently acquire, update and replace equipment. These options enhance customer business value by bridging the gap between technology requirements and fiscal planning.

World Wide Technology Financial Services provides our largest enterprise and public sector customers with customized payment structures based on their current business strategies and future visions. Our programs include payment plans for hardware, Enterprise License Agreements (EAs), software, services and maintenance. We take into consideration cash flow, annual budget availability and in-production timelines. We partner with large strategic OEM funding partners, banks and independent partners.

Program Basis:

- Funding Commencement based upon capital outlay vs. budget/revenue realized
- Terms: 24 months to 60 months
- Payment Terms: monthly, quarterly or annually
- Transaction Size: \$250K to \$300M
- Available Structures: Capital, FMV-Refresh, Delayed Payment Start Dates and Step Payments
- Reorganization of Capital: Payment Options for Pre-Purchased IT hardware, maintenance and EAs
- Simplified Documentation
- WWT coordinates all aspects of the transactions

E. Shipping Charges

v. Describe any shipping charges.

Shipping point is FOB Destination, except for Hawaii and Alaska, which is Origin. Shipping charges will also be added for expedited shipping.

F. Pricing Warranties

vi. Provide pricing for warranties on all products and services.

All supplies, equipment and services shall include manufacturer's minimum standard warranty. Contractor will pass through to Region 4 ESC and OMNIA Partners any warranty extended to Contractor by the manufacturer. Contractor further warrants that the deliverables provided by Contractor professional services will be of the kind and quality designated in an applicable Statement of Work ("SOW") and that the Contractor professional services will be performed in a professional and workmanlike manner. Except as set forth herein or in an applicable SOW, the foregoing are the sole and exclusive warranties given by contractor and are in lieu of and exclude all other express or implied warranties or conditions arising by operation of law or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement. Contractor does not warrant the result of any professional service or that the professional service will meet Region 4 ESC's requirements or that any deliverable be error-free.

G. Return and Restocking Fees

vii. Describe any return and restocking fees.

Products may only be returned or cancelled in accordance with the applicable manufacturer's return policy. Out of Policy requests are subject to acceptance by OEM and a restocking fee may apply. In the event of approval of a return request, (i) any allowed outgoing prepaid freight costs will apply, (ii) all returns must be shipped freight prepaid at Customer's expense, and (iii) Customer must pay WWT's return charge. Customer may cancel orders only upon reasonable advance written notice and upon WWT's approval and payment to WWT of WWT's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by WWT and a reasonable profit thereon. WWT's determination of such cancellation charges shall be conclusive.

H. Additional Discounts or Rebates

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

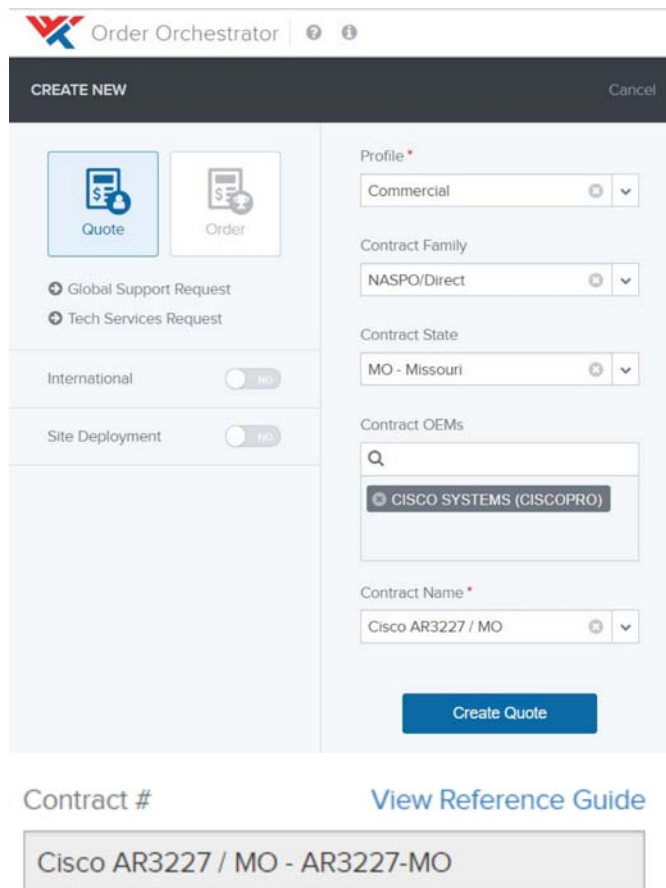
WWT will strive to offer additional quantity or volume discounts on various manufacturers. We will work with procurement officers as well on specific large projects based on the details, customization and potential for discounted pricing based on large volume. Payment Methods and Contract Pricing

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Each quote provided to customer will include the assigned Omnia contract number listed. Each quote will also be validated by a dedicated Inside Sales Representative to confirm pricing is current, accurate, and compliant with the contract.

An example of this process is provided below of how the contract will be set up in ORCHA our internal quote system.

WWT will accept payments via Purchase order or credit card.



Order Orchestrator

CREATE NEW Cancel

Quote Order

Global Support Request

Tech Services Request

International ☐

Site Deployment ☐

Profile *

Commercial

Contract Family

NASPO/Direct

Contract State

MO - Missouri

Contract OEMs

Q

CISCO SYSTEMS (CISCOPRO)

Contract Name *

Cisco AR3227 / MO

Create Quote

Contract #

View Reference Guide

Cisco AR3227 / MO - AR3227-MO

Each customer's quote will reference the contract number as shown below.



Sales Quotation

Quote # 5496507.3
Quote Date JAN-10-2021
Expiration Date FEB-09-2021
Quote Name Hazelwood E-Rate - Network Refresh - HW East HS
Contract Cisco AR3227 / MO
Exp Date: 09/30/2024

Submitted By

ISR Michelle E. Cook
(314) 919-1446
Shelley.Cook@wwt.com

Our quote output will show the discount provided at the line-item level per manufacturer on a contract quote.

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	LIST PRICE	DISC %	CUST. PRICE	EXT. PRICE
1	C9120AXI-B-EDU	CISCO SYSTEMS (CISCOPRO)	134	\$1,700.93	66.12%	\$576.30	\$77,224.20
	Description: Cisco Catalyst 9120AX Series - EDU						
2	NETWORK-PNP-LIC	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Network Plug-n-Play Connect for zero-touch device deployment						
3	AIR-AP-T-RAIL-R	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Ceiling Grid Clip for APs & Cellular Gateways-Recessed						
4	SW9120AX-CAPWAP-K9	CISCO SYSTEMS (CISCOPRO)	134	\$0.00	0.00%	\$0.00	\$0.00
	Description: Capwap software for Catalyst 9120AX						

I. Frequency of Updates to Pricing Structure

- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.**

WWT proposes a catalog contract with discounts by product category that we will hold firm for the term of the contract. Upon request for quote under the contract, we will meet the minimum discounts and provide additional discounts as appropriate. We will follow a technology refresh process to add new product categories and new proposed minimum discounts to the catalog.

J. Future Product Introductions

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.**

WWT will align pricing for any new product introductions in comparison to the established pricing structure per category type. If new product categories are created that are not in the current category pricing structure, WWT will work with Region 4 ESC and OMNIA Partners and the manufacturers to determine a category discount that follows the current price structure and will continue to be the same or better than pricing offered to other Public Agencies.

K. Additional Information

xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

WWT agrees to provide Not to Exceed pricing to Region 4 ESC for the term of this OMNIA partners contract. Pricing will not be fixed and will not be cost plus pricing.

TAB 3 – Performance Capability

Appendix D, Exhibit A – Response for National Cooperative Contract

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

3.0 Appendix D – Supplier Response

3.1 Company Information

A. Brief History and Description

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1990, as a Minority Owned Business, World Wide Technology (WWT) has grown from a small product reseller into a global systems integrator with \$13 billion in annual revenue and more than 6,000 employees throughout the world. WWT brings an innovative and proven approach to how organizations explore, evaluate, architect and implement multi-vendor solutions. With limited resources and the continuous evolution of technology, organizations' IT staff members are often constrained to evaluating one-off, emerging technology products. WWT recognized this problem and built an IT innovation ecosystem to eliminate the pain of evaluating new technology and help our customers reach their desired outcomes.

For more than 30 years, we have educated companies on how technology can drive efficiency and scale within their organizations. Our early experience with architecting complex infrastructure solutions established credibility within organizations, but it was our willingness to look beyond the technology and drive to an organization's desired business outcomes that solidified WWT as a trusted consultative partner. This shift has resulted in WWT taking the lead on transformation initiatives for numerous Fortune 500 companies and government entities.

Below is an outline of WWT's full services portfolio.



SERVICES PORTFOLIO

Consulting	Digital	Application	Lab	Infrastructure	Supply Chain	EA / ELA Optimization	Strategic Resourcing
- Analytics - Digital - Enterprise Architecture - Multicloud - Security	- AI - Customer Experience - Data Analytics - Digital Business Consulting - IoT/Industry Verticals - Workforce Experience	- Agile Coaching & Mentoring - Agile Development - Cloud-native App Services - DevOps - Software Staffing	- Advanced Technology Center - Lab as a Service - Multi-OEM \$600m Infra - On-demand Environments - Proofs Of Concept - Testing	5G - Collaboration - Data Center - Mobile Edge Compute - Multicloud - Network - Security	- Material Planning - Staging and Integration - Just-in-time Delivery - Order Management - Complete Program Outsource	- Adoption Services - EA Consulting - License Consulting - Program Optimization - Subscription Services	- Application Dev & Dev Ops - Multi-cloud Program Staffing - Security, optical, Mobility - Short-term Project & Long-term Program - SP IT Core Functions - SP Network & Installations

POWERED BY ATC AND GLOBAL COMMAND CENTER

#SiliconValleyinSTL

Our Principal Capabilities

Core Partnerships

Region 4 ESC and OMNIA Partners will benefit from WWT's partnerships with the world's leading technology manufacturers and maintain the highest levels of certification to offer customers hardware and software solutions that drive and improve their business. These manufacturers can be evaluated in our Advanced Technology Center (ATC) and range from Silicon Valley heavyweights like Cisco, VMware, NetApp, Dell EMC, HPE and several others, to emerging technology players like Tanium and Dedrone. Individually these companies are impressive, but when integrated with WWT, we create game-changing solutions for Region 4 ESC and OMNIA partners.

Our top OEM partners are listed below:



Core Technology

Networking

Never before has the customer's network been so closely tied to a company's business outcomes. Employees and customers must be able to securely and seamlessly access applications and data—anytime, anywhere, regardless of where those applications and data live. WWT takes a holistic approach to networking that simplifies the complex, maximizes IT investment which will help Region 4 ESC and OMNIA Partners thrive in environments that demand constant connection. This focus area includes:

- Application Delivery Controllers
- Campus and LAN Switching
- Cloud Networking
- Data-center Networking
- Software-defined WAN (SD-WAN)
- Wireless Access and Mobility

Data Center

The data center concept is undergoing radical transformation. Exponential data growth and the need to process and deliver larger volumes of data across organizations requires a new approach. Region 4 ESC and OMNIA Partners can benefit from smarter solutions for optimizing on-premise workloads and scaling infrastructure while reducing their data-center footprint and simplifying IT operations. This focus area includes:

- Cloud Data Management
- Converged Infrastructure
- Hyper-converged Infrastructure (HCI)
- Primary Storage
- Secondary Storage
- Server Infrastructure

Automation and Orchestration

IT operations, development and cloud teams need a better way to work together. Automation and orchestration can help teams overcome the roadblocks that lead to inefficient service delivery. Region 4 ESC and OMNIA Partners are able to eradicate human error, achieve new levels of efficiency and reclaim time for innovation. This focus area includes:

- Application Performance Monitoring and Artificial Intelligence for IT Operations (AIOps)
- Cloud Management
- Infrastructure Automation

Digital Strategy

Through digital strategy, Region 4 ESC and OMNIA Partners can differentiate and transform their business with software that produces improved user experiences, attracts new clients and increase customer value. Region 4 ESC and OMNIA Partners can adopt a more data-driven culture that uses robust data sets to inform decision making, resulting in a more agile organization that swiftly maneuvers to meet market demand. This helps organizations to seamlessly integrate data and insights into new business policies and processes to enhance productivity and security. This focus area includes:

- Data Analytics and Artificial Intelligence (AI)
- Internet of Things (IoT)
- Software-delivery Processes
- Software Engineering

Digital Workplace

As Region 4 ESC and OMNIA Partners create work experiences that are connected, collaborative and productive, WWT is ready to assist. Supporting today's always-on and highly mobile workforce means more than just equipping employees with desktops, laptops and mobile devices configured with the latest software and tools. To create sustainable improvements in workforce productivity, organizations must

invest in modern workspaces, enable next-generation meeting capabilities, understand and support agility, and aspire to a vision of collaborative and secure teamwork. This focus area includes:

- Contact Center
- Desktop Migration
- End-user Computing
- Next-generation Meetings
- Unified Communication and Collaboration

Multicloud Architecture

Realizing near- and long-term value from Multicloud solutions requires a combination of strategy, agile software development and implementation services that span private, hybrid and public cloud environments. WWT will help Region 4 ESC and OMNIA Partners safely migrate and modernize critical workloads and data centers at any stage of their cloud transformation journey. This focus area includes:

- Cloud Services Strategy
- DevOps
- Hybrid Cloud Platforms

Security Transformation

WWT will enable Region 4 ESC and OMNIA Partners protect their reputation, business assets and intellectual property with a holistic security approach. You will have the ability to connect business goals and objectives to technical solutions, mature your security posture to prepare for new and existing threats, and achieve more effective outcomes while aligning with overall enterprise-architecture efforts. This focus area includes:

- Cloud Security
- Endpoint Security Architecture
- Enterprise Segmentation
- Identity and Access Management
- Next-generation Firewall Platforms
- Security Architecture

Core Services

WWT leverages the Idea-to-Outcome methodology to deliver services. The central premise is to establish an environment that allows Region 4 ESC and OMNIA Partners to push themselves past the status quo and disrupt their legacy way of doing business. WWT first helps stakeholders to articulate their ideas, then refines the scope to a viable solution, and finally creates a business and technology roadmap to quickly deliver the desired results and fully optimize the investment.



This is WWT's unique value—the ability to lead organizations through the planning and execution phases of their transformation.

WWT has aligned our services offerings with our core technology disciplines. Using our proprietary tools and methodology, we deliver high-quality technology solutions with seasoned professionals who have years of field experience and hold the top certifications from major OEMs. Our professionals will consult with Region 4 ESC and OMNIA Partners, perform assessment and design work, develop and deploy complex solutions, and work with Region 4 ESC and OMNIA Partners to fully adopt the technology and maximize business outcomes.

Supply Chain and Integration Services

Rapidly deploying technology is a must for Region 4 ESC and OMNIA Partners to keep up with customer demands. We work at each step of the supply chain lifecycle to delimit product lead times, provide just-in-time availability, reduce on-site integration and allow for visibility throughout the project lifecycle. WWT can deploy complex multi-vendor solutions at scale for Region 4 ESC and OMNIA Partners whenever and wherever needed. We offer the following services:

- Configuration and Imaging
- System and Data Center Staging
- Custom Cabling
- Rack and Stack
- Burn-in and Testing
- Custom Crating, Packaging and Asset Management

Maximizing the use of capital investments at your organization is the best way to deliver returns among your workforce and your customers. Simplifying IT deployments at the procurement and staging phase of your project is the best way to achieve that goal.

Infrastructure Services

WWT's global infrastructure planning and deployment services deliver thousands of projects each year. From employing industry-standard methods at hundreds of sites to leveraging complete enterprise design services, customers trust our infrastructure experts to assess the technology they have today and design the solutions they need for tomorrow. Region 4 ESC and OMNIA Partners will benefit from access to WWT's 24/7/365 Command Center and certified engineers to execute seamless multi-site, complex IT implementations.

- Site Surveys
- On-site Deployment
- Project Management
- Detailed Project Documentation

Supported technologies:

- **Network Solutions**
 - Application Delivery Controllers
 - Cloud Networking
 - SD-WAN
 - Campus and LAN Switching
 - Data Center Networking
 - Wireless Access Mobility
- **Security**
 - Cloud Security
 - Enterprise Segmentation
 - Next-generation Firewall Platforms
 - Endpoint Security Architecture
 - Identity and Access Management
 - Security Architecture
- **Data Center**
 - Cloud Data Management
 - Hyper-converged Infrastructure (HCI)
 - Primary Storage
 - Secondary Storage
 - Converged Infrastructure
 - Server Infrastructure
- **Collaboration**

- Contact Center
- End-user Computing
- Desktop Migration
- Next-generation Meetings

Consulting Services

WWT will help Region 4 ESC and OMNIA Partners meet strategic goals, align assets to business value and increase their return on technology investments. These services are provided for:

- Digital Strategy
- Business Analytics and Artificial Intelligence
- Enterprise Architecture
- Multicloud
- Security

ATC Lab Services

Our Advanced Technology Center is a testing and research lab like no other. Region 4 ESC and OMNIA Partners can use our ATC and associated lab services to quickly test and evaluate products from thousands of manufacturers in secure, customized environments. Our virtual lab connects our engineers to the ATC when they are working at your site. This portal makes it easier for your team, WWT engineers and our partners to collaborate, design and test solutions in sandbox environments that are available 24/7. Services offered include:

- Product Comparisons
- Product Benchmarking
- Design Validation
- Functionality Testing
- Lab as a Service
- Proof of Concept

Users can cut their proof-of-concept time from months to weeks, if not days, by leveraging the ATC's testing and automation infrastructure.

Application Services

Region 4 ESC and OMNIA Partners will be able to attract and retain customers and employees with custom software and applications. Our outcome-based approach delivers customer value early and often, captures feedback to guide decision making, and produces solutions that positively and measurably impact your business. Available services in this area include:

- Agile Software Development
- Platform Integration

- Agile Coaching and Technical Mentoring
- DevOps
- Cloud-native Application Services
- Software Staffing

WWT can help you work collaboratively to find the optimal way to create software and software teams that deliver value early and often. The applications are easy to use, well-architected and organized to maximize future expandability.

Strategic Staffing

WWT has more than two decades of experience finding the right people to work on projects that span every aspect of our customers' business. We know that sourcing the right talent is about more than filling gaps. That is why we take the time to meet with the hiring team to understand the role needed and your organization's culture. We find fully screened consultants quickly and efficiently, and our consultants are backed by advanced technology engineers and our 24/7/365 Technical Service Center. Features of our staffing services include:

- Global Resource Pool
- Technical Evaluation by Resident Engineer
- Ongoing Resource Training and Development
- Reachback to Technical Labs and Engineers
- WWT or Customer-managed
- Access to Cleared Resources for Secret and Top-Secret Programs

WWT is ready to deliver pre-screened, trained IT professionals, and ready to meet the mission-critical objectives for Region 4 ESC and OMNIA Partners.

Who We Serve

Region 4 ESC and OMNIA Partners can be confident you are choosing a partner with the experience and dedication necessary to provide the requested services. In support of our vision to be the best technology solution provider in the world, WWT dedicates resources and tailors products and services to meet the needs of commercial enterprises; federal, state and local government agencies; educational institutions; and service providers. We continue to stand by our goal of building and developing WWT intellectual property, products and reference architectures to create differentiated value for our company, customers and partners.

Global Commercial Enterprise

WWT conducts business with more than 70 Fortune 100 companies, ranging from financial institutions and healthcare providers to manufacturers, retailers, and utility companies.

Public Sector

Federal Government

WWT offers IT procurement, logistics, software development, and program management to a range of federal agencies and departments, including the Department of Justice and the Department of Defense. For 30 years, WWT has fulfilled products and services for a range of public engagements governed by Blanket Purchase Agreements; Indefinite Delivery, Indefinite Quantity contracts; GSA Multiple Award Schedules and various other agency-specific contracts.

State and Local Government

WWT has more than 30 years of experience helping state and local government agencies to innovate. Our experience spans a variety of agency functions and missions, including transportation, social services, public safety, administration, and information technology. We hold numerous state contracts for the procurement of products and services.

Education

WWT works with K-12 school districts and higher education institutions nationwide to provide advanced technology solutions ranging from remote learning and collaboration to high-speed wireless networks that support mobile devices across campuses. We also provide network and physical security solutions to promote student and staff safety and security. WWT works on E-rate and non-E-rate-funded projects.

B. Total Number and Location of Salespeople

B. Total number and location of sales persons employed by Supplier.

C. Number and location of Support Centers

C. Number and location of support centers (if applicable) and location of corporate office.

WWT's main office is our global headquarters at 1 World Wide Way, St. Louis, MO 63146. Over the course of this project, we may have resources from different satellite offices nationwide that will perform work. WWT has more than 25 offices located throughout the country, including in Alaska and Hawaii, which we would be able to leverage as needed to provide more localized resources. On the following page, please find a list of our top 13 support centers and a headcount of our sales staff.

	Location	Address	Phone	Number of Sales Persons
1.	WWT Global Headquarters	1 World Wide Way, St. Louis, MO 63146	314-569-7000	~50
2.	Phoenix, AZ	2231 E. Camelback Rd. Suite 100 Phoenix, AZ 85016	602-472-7300	~40
3.	Tampa, FL	Highwoods Bay Center I 5426 Bay Center Drive, Suite 750 Tampa, Florida 33609	813-421-6000	~40
4.	Anchorage, AK	3800 Centerpoint Drive Suite 901 Anchorage, Alaska 99503	907-770-8300	~20
5.	Honolulu, HI	55 Merchant Street, Suite 2810 Honolulu, Hawaii 96813	314-569-7000	~20
6.	Nashville, TN	1550 W McEwen Dr, Suite 375 Franklin, Tennessee 37067	314-569-7000	~20
7.	New York, NY	1 Penn Plaza, Suite 2200 & 2228 New York, New York 10119	646-264-2000	~50
8.	Bellevue, WA	500 108th Ave NE, Suite 1800 Bellevue, Washington 98004	425-635-1200	~30
9.	Annapolis Junction, MD	10170 Junction Drive, Suite 400 Annapolis Junction, MD 20701	410-379-9800	~30
10.	Denver, CO	6200 S. Syracuse Way Suite 220 Greenwood Village, Colorado 80111	314-569-7000	~30
11.	San Antonio, TX	Concord Plaza Tower 200 Concord Plaza Drive Suite 600 San Antonio, TX 78216	210-491-9123	~30
12.	Costa Mesa, CA	3200 Park Center Drive Costa Mesa, California 92626	800-432-7008	~40
13.	Washington, DC	575 7th Street Northwest Washington, District of Columbia 20004	202-772-2801	~30

D.

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 43-1912895

WWT's D&B rating is 1R3. We have provided a copy of a recent D&B report, included in the Additional Attachments section following our proposal. This report is confidential and should not be disclosed to the public.

E. Green/Environmental Initiatives

E. Describe any green or environmental initiatives or policies.

Building a better, cleaner future is a priority for WWT. WWT is committed to sustainability initiatives and addressing the daily impact our business has on the environment. With a focus on energy and waste reduction, water conservation, and end-of-life product planning, WWT works to protect our planet while providing business value for our customers. In the last year, WWT has committed to: a continued investment in LED and motion detected lighting in our facilities; improvements in the efficiency of ventilation and air conditioning equipment; the utilization of ENERGY STAR® certified equipment in our facilities across the globe; and reducing solid waste that cannot be disposed of in an environmentally responsible manner through the implementation of cardboard, wood, plastics, and single-stream recycling. In 2020, WWT purchased over 10,000 MWh of renewable wind energy, accounting for 20% of WWT's electricity usage. Our pledge is to invest in the continued development and expansion of renewable energy sources through the purchase of Renewable Energy Certificates.

WWT is a respondent to the Carbon Disclosure Project for both Climate Change and Water Security.

WWT is a participant of the EcoVadis platform. WWT was awarded the 2020 EcoVadis silver medal. You may request a full copy of WWT's scorecard through the platform.

For more information, please review the section 'Preserving our Environment' in our Corporate Social Responsibility Annual GRI Report that has been recognized as 'In Accordance-Core' to the GRI (Global Reporting Initiative) standards, which can be found at the link included below.

<https://www.wwt.com/api/attachments/5f9b3a957e0f69008ed074c4/file>.

F. Diversity Programs

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

WWT is a nationally certified **Minority-owned Business Enterprise (MBE)**, which allows customers and suppliers to achieve Tier-1 minority spending credits.

Supplier Diversity

Program Overview

We believe investing in supplier diversity activities is a critical component of our company's success. WWT has developed this program from the same foundation as the rest of our business – our clearly defined

core values, corporate vision and mission. These principles provide transparency and visibility into our business and define how we engage employees, partners and customers.

Program Vision

To partner with value added diverse organizations to provide our customers with revolutionary products and services around the globe, while ensuring that our partners and suppliers meet WWT's high standards with regard to ethics, labor, health and safety, diversity and positive environmental impact as well as supporting community outreach initiatives.

Program Mission

To help develop and sustain diverse and socially responsible business relationships, one contract at a time.

Leadership Commitment

The advantages are clear. When we are able to contribute to the success of small, minority, and woman-owned businesses, we benefit directly from a broader selection of competitively priced goods and services. Our customers benefit from the increased opportunity to provide them with the best solution and the community benefits through job creation and quality-of-life improvements.

Additionally, when we work with our partners and suppliers to ensure the highest possible standards are met with regard to ethics, labor, health and safety, diversity and environment, we are able to improve our overall social and environmental impact. This commitment to supplier diversity moves us closer to our objective to be recognized as a corporate social responsibility leader in our industry and a Great Place to Work.

Supply Chain CSR Performance

We have a responsibility to hold ourselves, our partners and our suppliers to high standards of behavior with regard to social, environmental and ethical issues. We are committed to working with our partners and suppliers across the supply chain to ensure measures are being taken to positively impact our community and the environment.

WWT has established a Supplier Code of Conduct (please see Additional Resources below). that provides guidelines for performance and compliance with critical social, environmental and ethical issues and expects its suppliers to acknowledge and adopt this code.

Program Goals

This program is designed to help train and integrate qualified and certified minority, women and disabled veteran-owned suppliers into the provisioning of products and services for our commercial and telecommunications customers. It is designed to strengthen minority, woman and disabled veteran-owned businesses and provide knowledge sharing opportunities and support. Our goals are simple:

- Provide supplier with direct access to procurement opportunities
- Provide mentoring and counsel regarding subcontracting opportunities and procurement procedures

Diversity & Inclusion

"WWT's Core Values are at the center of our culture and our Diversity & Inclusion (D&I) program. Listening to understand and celebrating our unique qualities makes us better individually, collectively and ultimately drives business innovation and success."

Bob Ferrell, VP of Diversity & Inclusion

- Advocate for suppliers internally
- Participate in business opportunity workshops, minority, women and veteran business enterprise seminars, events and trade fairs

Diverse Supplier Requirements

A qualified business enterprise must be certified by a local, state, regional or national agency and be at least 51 percent owned, operated and controlled by one or more of the following:

- Minority Business Enterprise (MBE) – a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are United States citizens who are Asian, black, Hispanic or Native American. Ownership by minority individuals means the business is at least 51 percent owned by such individuals or, in the case of a publicly-owned business, at least 51 percent of the stock is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.
- Women Business Enterprise (WBE) – a for-profit enterprise, regardless of size that is at least 51 percent owned by one of more women or in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more women. The owner must be involved in the day-to-day activities.
- Disabled Veteran Business Enterprise (DVBE) – a for-profit enterprise, regardless of size that is at least 51 percent owned by one of more disabled veterans in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by one or more disabled veterans. The owner must be involved in the day-to-day activities.

Our Supplier Diversity team also encourages participants to take a leadership role within their community and help identify and mentor other minority business enterprises.

Small Business Enterprise

WWT agrees to meet the principles of Public Law 95-507 and the Federal Procurement Regulations, including the Federal Acquisition Regulation, and to ensure that our business practices conform to these regulations.

As a successful graduate of the Small Business Administration (SBA) 8(a) Business Development Program and the largest African American-owned technology business in the country, WWT has a profound appreciation for the assistance it provides to small and disadvantaged companies during their formative and early growth years. In our own case, with support from SBA and mentoring support from larger companies, WWT is now recognized as one of the top 50 Federal contractors. Our experience has encouraged us to offer similar support to other small and disadvantaged firms. We know it is good business as well as good corporate citizenship.

WWT’S Commitment To All Small Business Enterprises Includes:

- Participation in business opportunity workshops, federal procurement conferences
- Ensuring WWT subcontracting procurement “packages” are well-designed to be compact and simplified to encourage the maximum possible participation of firms on the list.

- Ensuring small businesses are made aware of subcontracting opportunities and how to prepare responsive bids to WWT.
- Providing assistance and counsel to small business concerns regarding subcontracting opportunities set aside opportunities and procurement procedures.
- Small Business Requirements:
- Self-certify as a small business in SAM, but must meet the Federal government's definition of a small business.

Small Business Classifications:

- 8(a) Business Development Program
- Small Disadvantaged Business (SDB)
- Woman-Owned Small Business (WOSB)
- HUBZone (Historically-Underutilized Business Zone)
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned (SDVOSB)
- Historically Black College and Universities and other Minority Institutions (HBCU/MI)
- Native American-owned (NA)
- Alaskan Native-owned Corporations (ANC)
- Native Hawaiian-owned Corporations (NHOC)

Copies of certifications held at an individual level can provided upon request.

Key D&I Initiatives

Like our core values and culture, a set of key programs will serve as building blocks that make WWT a great place to work for all and be foundational to our long-term success — both from a business and D&I perspective.

 DEDICATED D&I LEADER Will work closely with HR and Executive Leadership	 JOIN THE CONVERSATION LISTENING TOUR We want to know what you're thinking and feeling	 WWT STORYTELLERS Awareness, learning, growing and connecting through real stories and experiences	 IML D&I TRAINING Focus on awareness, unconscious bias, difficult conversations and empathy
 EMPLOYEE RESOURCE GROUPS Listening, learning and connecting to strengthen our diversity	 D&I TRACKING / FOCUS Recruiting, retention, development and tracking	 COMMUNITY OUTREACH Giving back, creating opportunity, development. Make the world a better place	 SUPPLIER DIVERSITY Helping to develop and sustain diverse businesses






Diversity & Inclusion Outcomes

Our D&I program is a commitment to continuously invest in a culture of inclusion that drives shared value across our people, business and community. When we invest in our people, we enable them to deliver tangible business outcomes and better themselves while creating a force multiplier for our collective ability to impact the communities in which we work.

 WORKFORCE Building a diverse workforce starts with our recruiting efforts and providing continuous education to our employees on embracing and celebrating the cultural differences of our employees.	 BUSINESS IMPACT Creating a culture of inclusion encourages multiple perspectives, experiences and capabilities in problem solving. The results are significant to innovative and creative business outcomes.	 COMMUNITY OUTREACH Continue driving change and education through community partnership. We believe making a positive social and business impact requires a combination of Corporate Social Responsibility.
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G. Certifications

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☒ Yes ☐ No

If yes, list certifying agency: Mid-States Minority Supplier Development Council



THIS CERTIFIES THAT

World Wide Technology, LLC

* Nationally certified by the: **MID-STATES MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 541519; 334111; 334112; 334118; 541512

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/31/2020
Issued Date

01/31/2021
Expiration Date

Adrienne Trimble

Carolyn E. Mosby, President/CEO

IN01608
Certificate Number

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

H. Relationships with Subcontractors

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

WWT utilizes a global ecosystem of subcontractors across all technology domains, which will be available to assist on projects for Region 4 ESC and OMNIA Partners. We have listed some of our key subcontractors along with their diversity certifications, if any, below.

- **Bridgewater Consulting Services**
- **Entelligence LLC**
- **Foresite**
- **GMI**
 - Certified Diversity Supplier
 - National Minority Supplier Development Council (NMSDC)
 - The Women’s Business Enterprise National Council (WBENC)
 - The Supplier Clearinghouse
- **MatchPoint**
 - Certified Women/Minority Business Enterprise
 - WMBE Clearinghouse
- **Norwin Technologies**
- **Speridian Technologies**
- **VTS Group**
 - Texas Historically Underutilized Business (HUB)
 - Texas Comptroller of Public Accounts
 - Disabled Individual Business Enterprise (DIBE), Hispanic American Business Enterprise (HABE), Minority Business Enterprise (MBE), Veteran-Owned Business Enterprise (VBE)
 - South Central Texas Regional Certification Agency
 - 8(a) Certified Business
 - U.S. Small Business Administration
- **ZeroDay**

I. Supplier Differentiators

I. Describe how supplier differentiates itself from its competitors.

Region 4 ESC and OMNIA Partners will be serviced by our dedicated SLED team. WWT verticalized SLED within the Public Sector business segment in 2019. By the completion of 2020 our SLED sales was over

\$300M in revenue with a goal of \$1B in 3 years. There are currently 40+ dedicated account teams in SLED as we continue to build the business across the U.S.

SLED is divided into two teams, SLED East led by Vice President Shawn Rodriguez, and SLED West led by Area Vice President Matthew Jenkins. A brief bio, responsibility focus area, and team organization charts for each team follows.

Shawn Rodriguez

Vice President East, State & Local Government and Education

Shawn leads the development and execution of all go-to-market strategies and activities including field sales hiring and enablement, integrated field marketing, contract capture, vertical business development, partner and solution execution, and overall growth.

Prior to joining WWT, Shawn served in similar leadership capacities at Forescout Technologies and Splunk. He started his sales career in various sales and leadership positions, all state & local government and education focused.

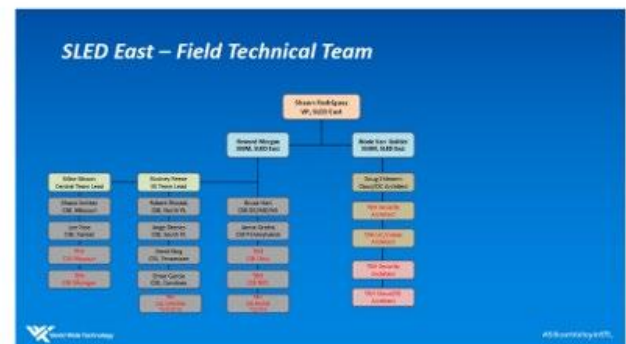
Matthew Jenkins

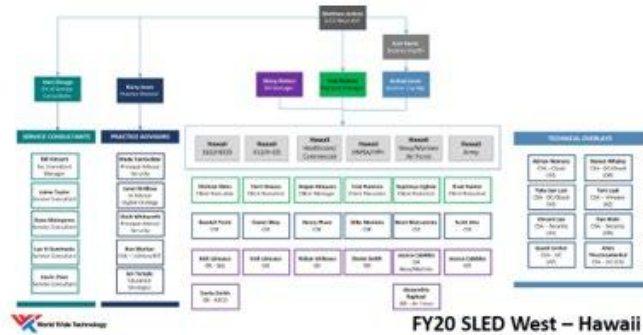
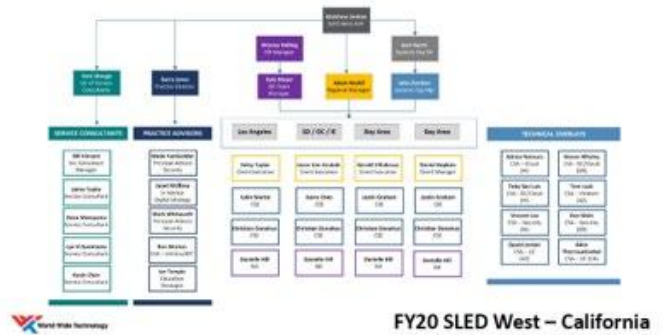
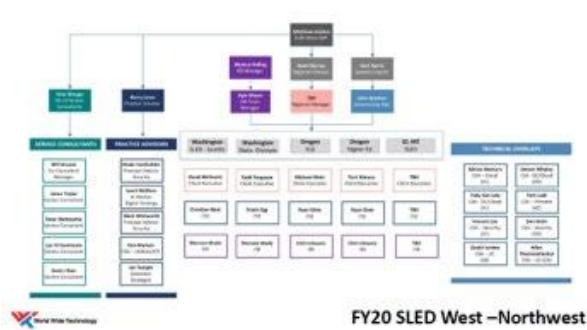
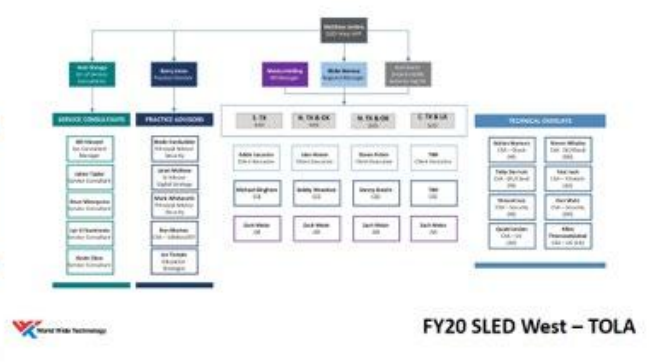
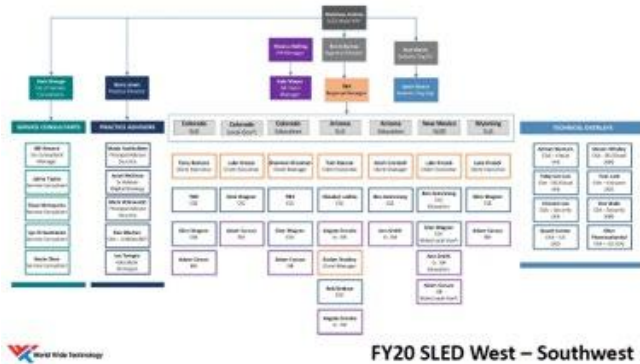
Vice President West, State & Local Government and Education

Matthew is responsible for the development and execution of all go-to-market plans including sales team hiring and development, marketing and events, contract capture, business development and vertical solutions.

Prior to WWT, Matthew spent 15 years at Cisco Systems in leadership positions in both systems engineering and enterprise account management.

On the following pages, we have included graphics depicting the structure of our national SLED teams.





The Omnia Partners contract will be the strategic contract vehicle to grow our SLED vertical in the coming years.

J. Litigation, Bankruptcy and Reorganization

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

K. Felony Convictions

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;***
- b. is not owned or operated by anyone who has been convicted of a felony; or***
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.***

WWT is not owned or operated by anyone who has been convicted of a felony.

L. Debarment and Suspensions

L. Describe any debarment or suspension actions taken against supplier

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

3.2 Distribution, Logistics

A. Description of Full Line of Products and Services

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

WWT will offer to Region 4 ESC and OMNIA Partners a full range of IT Manufacturers. Since WWT is the top reseller for most of the larger OEMs, we have access to premier pricing and availability of products. WWT categorizes our partners by levels, Strategic, Advantage, Select, and Approved. A full listing can be found at this link. <https://www.wwt.com/about/partners>.

WWT Services portfolio includes these categories, Consulting, ATC Lab, Application, Supply Chain and Integration, Infrastructure, Enterprise Agreements (EA), and Strategic Staffing. More information can be found at this link <https://www.wwt.com/services>.

Please see Section 3.0 Appendix D – Supplier Response, above, for an outline of the products and services provided by WWT. A catalog of OEM product SKU's and services rate card has also been provided in this proposal response.

B. Proposed Distribution

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.***

WWT utilizes OEM's for direct distribution as well as the largest Technology distributors, Tech Data, SYNEX, EC America/ImmixGroup/Arrow, Ingram Micro. WWT also provides innovative supply chain solutions through our global Integration Centers.

WWT is able to leverage a combination of our Integration Centers along with our relationships with these industry leading distributors to provide world class logistics and distribution capabilities. Our ability to build and customize solutions enables us to meet customer specific challenges in product lead time, configuration, reducing delivery delays and shortening time-to-market for their products.

WWT is also able to provide full services capabilities across all U.S. Territories and Outlying Areas.

C. Auditing Value Chain Pricing

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.***

WWT will manage the order process for all orders done on the OMNIA Master Agreement. Whether we source the product direct from the manufacturer or from a distributor, the order will pass through our system for contract validation and pricing confirmation.

D. Partner Companies

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.***

All products provided on this contract will be shipped direct from the manufacturer or from WWT integration or distribution centers. There are no partner companies in our offering.

E. Distribution Facilities

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.***

WWT's global presence revolves around our strategic integration centers located in the United States, the Netherlands, India and Singapore. Our integration centers are climate-controlled production environments with advanced networking, secure remote access and certified procedures specifically designed for staging, kitting and configuring the latest advanced technology solutions. They are staffed with certified engineers with logistical and technical expertise to help reduce the risk, cost and complexity of IT deployments.

Supply Chain and Integration Services

Rapidly deploying technology is a must for organizations to keep up with customer demands. We work at each step of the supply chain lifecycle to delimit product lead times, provide just-in-time availability, reduce on-site integration and allow for visibility throughout the project lifecycle. WWT can deploy

complex multi-vendor solutions at scale for our customers whenever and wherever needed. We offer the following services:

- Configuration and Imaging
- System and Data Center Staging
- Custom Cabling
- Rack and Stack
- Burn-in and Testing
- Custom Crating, Packaging and Asset Management

Maximizing the use of capital investments at your organization is the best way to deliver returns among your workforce and your customers. Simplifying IT deployments at the procurement and staging phase of your project is the best way to achieve that goal.

In addition to our four large integration centers, WWT also operates 30 distribution centers across the globe. Our four integration centers are:

- North American Integration Center (NAIC): The NAIC is located outside of St. Louis, MO and totals more than 4 million square feet.
- European Integration Center (EIC-AMS): The EIC-AMS is located in Amsterdam and is a 65,000 square foot facility.
- Asian Integration Center – Singapore (AIC-SGP): Located in Singapore, this facility is 20,000 square feet in size
- Asian Integration Center – Mumbai (AIC-Mumbai): The Mumbai Integration Center is 10,000 square feet in size

3.3 Marketing and Sales

A. 90-Day Plan for Go-to-Market Strategy

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Executive Leadership Sponsorship Within First 10 days

WWT Executives for SLED East and West Regions are committed to developing a go-to-market strategy to effectively leverage the OMNIA Partners contract upon award. Initial steps include sponsoring WWT SLED Marketing representatives to develop an awareness rollout plan across all SLED Sales Teams. Below, we have included an overview of our rollout activities for the OMNIA Partners contract.

- Reach out to OMNIA Partners Business Development team to obtain all information relevant to contract and marketing information for internal distribution SLED sales teams
- Scheduling training presentations for WWT SLED Sales Team to provide knowledge and awareness of contract and encourage usage
- Develop internal tracking and reporting capabilities on the OMNIA Partners contract to monitor adoption and usage.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

During the first 90-days, WWT will provide training that entails training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the WWT contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to WWT OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

B. 90-Day Plan for Marketing Master Agreement

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications.

WWT Marketing will create a Press Release with their Public Sector PR agency to announce the award on all WWT social media platforms. The contract award will be posted on WWT Public Sector's LinkedIn page <https://www.linkedin.com/showcase/world-wide-technology-public-sector/>



ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

WWT Marketing will work with the Creative Services Marketing Team to make sure all announcements are posted on the platform/website.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days.

WWT Marketing will work with the Creative Services Marketing Team to create a brochure specific to the WWT and OMNIA Contract. Once complete, WWT Marketing will then distribute electronically to all sales members.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

WWT Marketing will make sure WWT registers for any national, regional and/or supplier-specific trade shows, conferences and meetings throughout the agreement term.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

WWT Marketing will attend and exhibit at the NIGP Annual Forum. We will have an OMNIA contract plaque in the booth as well as collateral. If virtual, we will have the OMNIA Contract image in the virtual booth as well as content around our partnership. WWT Marketing will follow the social media guidelines set by the user agreement to help promote the tradeshow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

WWT Marketing will assist in the design and advertising in trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

WWT Marketing will work with the sales teams to create promotion of the contract including case studies, collateral, presentations and social media.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- ***OMNIA Partners standard logo;***

WWT Marketing will work with WWT Creative Services Marketing to add the OMNIA contract logo to our contracts page.

- ***Copy of original Request for Proposal;***

WWT Marketing will work with Creative Services Marketing to add a copy of the original Request for Proposal to the webpage.

- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***

WWT Marketing will work with Creative Services Marketing to add a copy of the Master Agreement and amendments between Procurement Agency and Supplier to the webpage.

- ***Summary of Products and pricing;***

WWT Marketing will work with Creative Services Marketing to ensure the Summary of Products and pricing is on the webpage.

- ***Marketing Materials.***

WWT Marketing will work with Creative Services Marketing to create brochures, content, social media and Press Releases are uploaded and promoted on the webpage.

- ***Electronic link to OMNIA Partners' website including the online registration page;***

WWT Marketing will work with Creative Services Marketing to create a hyperlink to the OMNIA Partners' website including the online registration page.

- ***A dedicated toll-free number and email address for OMNIA Partners.***

WWT Marketing will work with Creative Services Marketing to make sure the toll-free number is available on the webpage.

Immediate Marketing activities within the first 90 days include:

- Press releases coordinated with OMNIA Partners across strategic publications;
- Identifying resellers to authorize to promote & sell off of this contract;
- Reseller recruitment and training;
- Multiple training webinars for both internal and external sales teams;
- Dedicated OMNIA Partners web page development;
- Social Media awareness campaign and collaboration;
- Development of customized OMNIA Partners marketing materials;
- Attendance at industry events and table top shows, virtual trade shows and events;
- Attendance at NIGP events with OMNIA Partners information on display;
- Ongoing reseller recruitment efforts and internal sales training;
- End-user demand generation team to drive awareness with end-users on behalf of our resellers;
- Customized events to create awareness for the contract;

- Specific plan developed & collaborated with our partners;
- Reseller call campaign to reach out to resellers to inform of the contract;
- Customer visits from our Account Managers to evangelize the contract;
- Reseller Partner Live Webinar Series;
- “Educate and Inform” stage to ensure reseller customers are aware of the contract;
- Conference calls and webinars to inform customers of OMNIA Partners;
- Email campaign at the Account Manager level.

Contract Management Summary Award

- Create Terms and Conditions summary; develop pricing calculator;
- Communicate contract requirements internally and with each manufacturer line;
- Determine rules of engagement, assign responsibility roles Recruitment;
- Identify Resellers: Vendor lists, WWT Point of Sale reports, Sales Managers and Outside Sales reps;
- Social Media announcement and collaborative efforts with OMNIA Partners on award;
- Training: onsite, online, webinars;
- Establish eligibility requirements;
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by WWT contracts team
- Monthly status calls with each participating reseller;
- Quarterly cadence calls with the contractor community;
- Ongoing calls with participating manufacturers to update/revise strategy.

C. Transition Strategy of Existing Public Agency Customers to the Master Agreement

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

WWT has a significant amount of experience owning and managing Public Sector contracts. In fact, WWT's business was largely built upon servicing Federal procurement contracts. We understand these vehicles require substantial investment in sales and demand generation to make them successful.

Our plan will include several facets addressing both resellers and end-users. Although we do not sell directly to end-users, we have a team that provides end-user demand generation through call-out campaigns, print/mailers, e-mail, website contract landing page, and an electronic storefront offering.

For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most viable resellers selling into state and local government, K-12, and higher education nationwide. Likewise, we will do this globally and include higher education institutions and state and local government sales. This will ensure we have the correct personnel engaged in all areas covered by Region 4 ESC and OMNIA Partners.

With this select group of resellers, we will implement regular trainings to ensure they understand the Region 4 ESC and OMNIA Partners contract and the target audience and that the contract receives top priority. Ongoing efforts will include establishing regular sales meetings to review sales efforts, pending opportunities, and identify any issues.

Manufacturers and their local sales teams will likewise be engaged to identify opportunities and special pricing. We will provide support for table-top shows, collateral and web landing pages for our participating resellers.

Ultimately, we see our role as an IT distributor to provide all the tools a reseller will need to increase their sales on this contract and help develop the partnership with the vendor and their field sales teams. WWT can also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

WWT holds more than 170 contract vehicles in 30 States, this listing can be found at the below link.

<https://www.wwt.com/state-contracts>

Additionally, WWT has been added to 11 NASPO and 24 other Direct, or Distribution held contracts in 2020, which are included below.

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
Alaska	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: 2020-DATACOM-0001	6/9/2020
Alaska	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: NVP-2018-CLOUD-0002	3/27/2020
Alaska	NASPO	Cisco NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement AR2477; State Participating Addendum: NVP-2018-CLOUD-0001	7/29/2020
California	NASPO	Juniper Networks NASPO ValuePoint Data Communications Products and Services 2014-2019	Master Contract AR229 Participating Addendum 7-14-70-08	7/13/2020
California	Direct	California Multiple Award Schedule (CMAS) Information Technology Goods & Services - Cisco,	Base GSA Schedule: GS-35F-0511T; Contract Number: 3-20-70-0729J	9/17/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		Fortinet, Tanium, Veeam		
California	Direct (Reseller)	State of California Databricks Software Licensing Program	Contract Number: SLP-20-70-0155D	6/29/2020
California	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 7-20-70-47-02	7/17/2020
California	Direct	California Multiple Award Schedule (CMAS) Information Technology Goods & Services - Rubrik	Base GSA Schedule: 47QTCA20D0019; Contract Number: 3-20-70-0729H	6/7/2020
Colorado	NASPO	HP Enterprise NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020; Band 4 - Server, Band 5 - Storage	Master Agreement: MNNVP-134; State Participating Addendum: 20160000000000000103	3/24/2020
Colorado	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: 20160000000000000113/NASPO	6/23/2020
Colorado	Direct	City and County of Denver – Denver International Airport VCE/Dell/EMC Hardware and Software with Support Master Purchase Order	Master Purchase Order: SC-00004252	3/19/2020
Colorado	NASPO	Palo Alto Networks NASPO ValuePoint Data Communications Products and Services Master Agreement (2019-2026) AR3229	Master Agreement: AR3229; State Participating Addendum: AR3229	7/31/2020
Colorado	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 139963	8/28/2020
Florida	Direct (Reseller)	State of Florida Dell Technology Refresh Program	Contract Number: 53AHF	4/13/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
Florida	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 43230000-NASPO-16-ACS	Early 2020
Florida	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 43211500-WWSCA-15-ACS	Early 2020
Florida	NASPO	HP Inc. NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020; Band 1 - Desktop, Band 2 - Laptop, Band 3 - Tablet	Master Agreement: MNNVP-133; State Participating Addendum: 43211500-WSCA-15-ACS	Early 2020
Hawaii	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 20-11	2/19/2020
Idaho	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: PADD20210466	7/6/2020
Kansas	NASPO	Palo Alto Networks NASPO ValuePoint Data Communications Products and Services Master Agreement (2019-2026) AR3229	Master Agreement: AR3229; State Participating Addendum: 0000000000000000000048499	11/19/2020
Kansas	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: 0000000000000000000047258	9/22/2020
Kentucky	Direct	Commonwealth of Kentucky KETS Enterprise Server Storage Hardware Services	Contract#: MA-758-2000000719	12/18/2020
Louisiana	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2014-2019	Master Agreement: AR233; State Participating Addendum: 4400003810 (Networking)	1/17/2020
Louisiana	NASPO	Cisco NASPO ValuePoint Data Communications	Master Agreement: AR233; State Participating Addendum: 4400016086 (UC)	1/17/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		Products and Services 2014-2019		
Maryland	Direct	State of Maryland CATS + (Consulting and Technical Services) Contract	060B2490023	2/12/2020
MHEC	Direct (Reseller)	HP Inc Midwestern Higher Education Compact Contract (MHEC)	MHEC-06012015	6/15/2020
MHEC	Direct (Reseller)	HPE Midwestern Higher Education Compact Contract (MHEC)	MHEC-10012015	6/15/2020
Missouri	Direct	SOM Management Consulting Services QVL Contract	Contract Number: CS201311045	3/31/2020
Missouri	NASPO	Cisco NASPO ValuePoint Data Communications Products and Services 2019-2026	Master Agreement: AR3227; State Participating Addendum: AR3227-MO	10/13/2020
NCPA	Direct (Reseller)	NCPA Immix Systems and Information Management Software	Master Agreement: 01-75	7/28/2020
NCPA	Direct (Reseller)	NCPA Immix Software Products and Services	Master Agreement: 01-88	7/28/2020
NCPA	Direct (Reseller)	NCPA Immix Data Storage, Cloud, Converged and Data Protection	Master Agreement: 01-83	7/28/2020
New Mexico	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 60-000-15-00008AH	7/14/2020
New Mexico	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 00-00000-20-104AC	8/28/2020
North Carolina	Direct	North Carolina Statewide IT Term Contract 204A For HP Microcomputers, Peripherals, and Related Services Contract; ITS-400203	Contract #204A/ITS-400203	11/23/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
North Carolina	Direct	State of North Carolina Department of Public Instruction E-Rate Contract - Synnex #40-RQ22294323	Contract #40-RQ22294323	3/23/2020
QUILT	Direct (Reseller)	The Carashoft Quilt Consortium Contract	Contract Number: MSA05012019-F	8/16/2020
Tennessee	NASPO	EMC NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-109; State Participating Addendum: 50436	2/7/2020
Tennessee	Direct	State of Tennessee Department of General Services Resources F5 Networking Equipment & Services Contract	#000000000000000000066355	5/5/2020
Tennessee	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; Participating Addendum: MNWNC-108-TN	12/17/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) - Hitachi Products & Related Services Reseller Agent Contract	Contract Number: DIR-TSO-4357	2/19/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – Pure Storage Data Storage Products and Related Services Reseller Agent Contract	Contract Number: DIR-TSO-4331	6/24/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – EMC Data Storage, Data Communications & Networking Products Reseller Agent Contract	Contract Number: DIR-TSO-4299	6/26/2020
Texas	Direct (Reseller)	State of Texas, Department of Information Resources (DIR) – Juniper Networks Data Storage, Data Communications	Contract Number: DIR-TSO-4240	9/21/2020

State	NASPO or Direct	Contract Name	Contract Number/ID	Date WWT Added
		& Networking Products and Related Services Reseller Agent Contract		
Utah	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: AR3189-UT	2/3/2020
Virginia	Direct (Reseller)	Virginia Commonwealth University VASCUPP Contract for Cisco Products and Services	Contract Number: 7365172JC	1/31/2020
Virginia	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: UVA1639592	5/20/2020
Virginia (Henrico County)	NASPO	NetApp NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-121; State Participating Addendum: MNWNC-121	6/2/2020
Washington	NASPO	Dell NASPO ValuePoint Computer Equipment, Peripherals & Related Services 2015-2020	Master Agreement: MNWNC-108; State Participating Addendum: 05815-003	1/17/2020
Washington	NASPO	Cradlepoint NASPO ValuePoint Data Communications Products and Services	Master Agreement: AR3189; State Participating Addendum: 05819	8/28/2020
Washington	Direct	City of Seattle Unified Communications & Contact Center Replacement	Contract Number: 000000000005078	9/21/2020
Washington	NASPO	Carahsoft NASPO ValuePoint Cloud Solutions 2016-2026	Master Agreement: AR2472; State Participating Addendum: 05116	3/27/2020
Washington	Direct	City of Seattle Google Cloud Platform and Services	Contract Number: City of Seattle Google -- AR2472	11/13/2020

D. Promoting OMNIA Partners Logo

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

WWT acknowledges and agrees.

E. Proactive Direct Sales

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
 - ii. Best government pricing*
 - iii. No cost to participate*
 - iv. Non-exclusive*

WWT confirms.

F. Training National Sales Force on Master Agreement

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*
- i. Key features of Master Agreement*
 - ii. Working knowledge of the solicitation process*
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
 - iv. Knowledge of benefits of the use of cooperative contracts*

WWT confirms.

G. Key Personnel

- G. Provide the name, title, and phone number for the person(s), who will be responsible for:*
- i. Executive Support*
 - ii. Marketing*
 - iii. Sales*
 - iv. Sales Support*
 - v. Financial Reporting*

vi. Accounts Payable

vii. Contracts

Executive Support	Executive Support
Bryan Thomas	Matthew Jenkins
Senior Vice President	Area Vice President – SLED West
Bryan.thomas@wwt.com	Matthew.Jenkins@wwt.com
703-467-5362	808-599-7052
Executive Support	Contracts
Shawn Rodriguez	Carol Harting
Vice President – SLED East	Business Development Manager - SLED
shawn.rodriguez@wwt.com	Carol.Harting@wwt.com
804-683-2342	314-995-6103
Marketing	Sales - Texas
Amanda Kwon	Grant Isaminger
Public Sector Marketing Manager	Client Executive
Amanda.Kwon@wwt.com	Grant.Isaminger@wwt.com
314-995-6109	832-286-7894
Sales - Washington	Sales - Oregon
David McDaniel	Mike Hicks
Client Executive	Client Executive
David.McDaniel@wwt.com	Michael.Hicks@wwt.com
425-635-1205	808-599-7053
Sales Support	Financial Reporting
Monica Helling	Megan Nieder
Sales Operations Manager - SLED	Senior Business Unit Controller

Monica.Helling@wwt.com	Megan.Nieder@wwt.com
314-301-2436	314-995-6140
Accounts Payable	Accounts Receivable
Heather Lewis	Ashley Ison
Accounts Payable Manager	Accounts Receivable Manager
Heather.lewis@wwt.com	Ashley.Ison@wwt.com
314-809-0443	314-655-6698

H. National Salesforce Training

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Region 4 ESC and OMNIA Partners will have access to more than 400 WWT SLED national sales team members who possess deep experience and functional knowledge. Our sales team will work together to comprehensively address Region 4 ESC and OMNIA Partners requirements.

WWT SLED has two dedicated geographical breakdowns. SLED East is led by Shawn Rodriguez, and SLED West is led by Matthew Jenkins. A detailed map is shown in Section I – Supplier Differentiator.

Contact information is provided below:

Shawn Rodriguez

Vice President East, State & Local Government and Education

Mobile: 804.683.2342

Email: shawn.rodriguez@wwt.com

Matthew Jenkins

Vice President West, State & Local Government and Education

Mobile: 808-599-7052

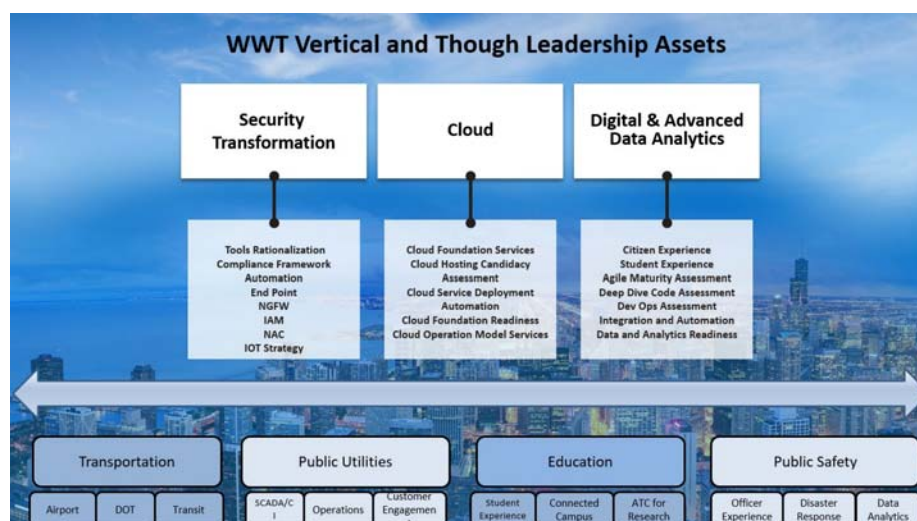
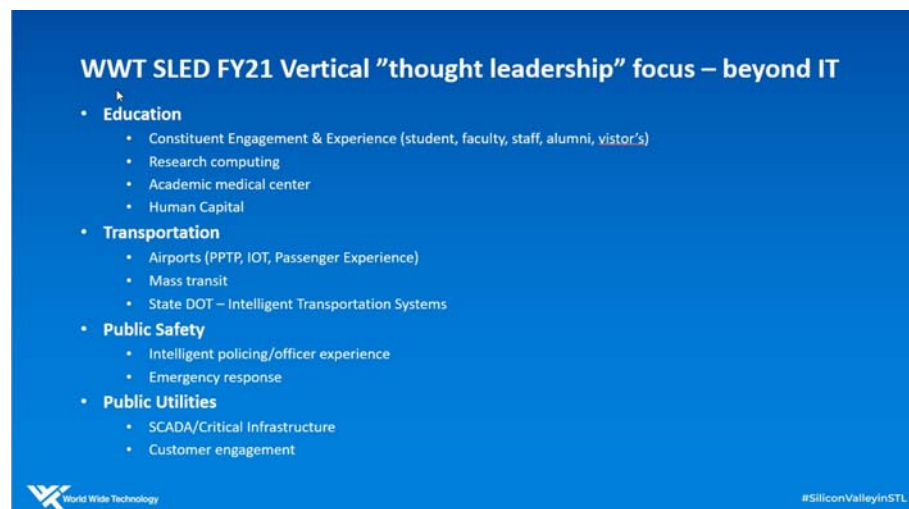
Email: Matthew.Jenkins@wwt.com

I. Strategy to Grow and Implement the National Program

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

WWT is fully invested in a dedicated SLED Vertical within our Public Sector space. Our long term growth strategy is securing a large nation-wide contract such as OMNIA partners. Therefore, the SLED sales teams will focus on implementing, growing, and servicing this national contract.

Please see above Section 3.3 Marketing and sales Plan for outline of steps WWT will be undertaking to create and implement a strategy for grow the program nationally. Below, we have included graphics depicting our plans to continually invest and grow our SLED market.



J. Strategy for Managing National Program

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As a \$13 billion, 7,500+ employee, large global solutions provider, we are accustomed to delivering on large, complex projects for the public sector government, both state & local and federal, educational entities, global enterprises, and service providers. Through years of successful design and delivery, we have developed a consistent formula for success that applies across use cases, vertical markets, and size of customer:

- **Employees** – We hire and develop industry experts that understand the needs and goals of the customer, cross functionally, and demonstrate they can operate collaboratively as a high-performing team. They must possess the highest of values that align to our corporate culture catalysts.
- **Enablement** – Once we are awarded a project or a contract, we assemble a team of proven functional experts from that employee base and enable them on the unique and specific requirements and deliverables of the program, focusing on time to value and compliance.
- **Execution** – Once our high-performing team has been enabled, we put structured cadence and processes in place that align, manage, and measure the impact of WWT and our team members to the desired outcomes of a specific customer project and the overall program.

The state & local government and education market is a strategic focus for WWT. As a result, we have made substantial investments in building a high-performing team of experienced field resources and industry experts to support the mission of constituent-based outcomes. We have over 100 sales, operational, and technical resources dedicated to the state & local government and education market that would support this agreement as participating addenda are executed with states across the country. These resources are distributed in markets across the entire country to make sure when at all possible we have our people as close as possible to the customers. Many of our state & local government and education resources are deeply experienced in the market and have joined us from some of the very publishers in this solicitation, as well as from hardware OEM partners who also leverage OMNIA Partners as the preferred path to market. Therefore, we have a tremendous amount of OMNIA Partners experienced assets on the team to make sure we can deliver on our promise of world class execution.

In support of a resulting contract to WWT, we would provide all of the functional roles below from a field organization to support OMNIA Partners, participating states, and respective customers in their comprehensive software needs:

- **Client Manager(s)** – Manages the overall business relationship with each OMNIA Partners participating entity and their unique customers.
- **Consulting Systems Engineer(s)** – Develops the ongoing technical and solution partnership with each OMNIA Partners participating entity and their unique customers.

- **Regional Sales Manager** – First-line field leadership to build relationships with the senior leadership of the OMNIA Partners participating entities and each unique client and serves as an escalation point in times of such need.
- **Chief Technology Advisor** – Serves as a forward-looking innovation and strategy consultant to OMNIA Partners and clients to explore the evolution of and introduction of new software and SaaS technology that bring value to constituents.
- **Chief Digital Advisor** – Helps each individual client explore the external digital outcomes they are leveraging software to achieve and develops a methodology and process to get there, which includes coaching, ideation identifying, and involving all key stakeholders.
- **Services Consultant(s)** – Owns, collaboratively with client managers and consulting systems engineers, the relationship with each client, all scoping efforts and activities, the delivery and execution of the statement of work, and high-level engagement with the client through the delivery of the project.
- **Vice Presidents, State & Local Government and Education** – WWT will provide two Vice Presidents — one for the East and one for the West — who together serve as the most senior business leaders focused on the state & local government and education market at WWT. They will also function as executive sponsors of OMNIA Partners and participating states, and the most senior points of engagement and escalation for the client to within WWT.

Through the successful completion of many strategic projects, and in looking at best practices with our most substantial client partnerships within the government and education markets, we could suggest and deliver at a minimum and, if desired, the following key regular activities with our aligned resources:

- Introduction and relationship kickoff meeting(s) to identify and introduce key resources supporting the OMNIA Partners program for WWT
- Comprehensive overview and enablement of the wwt.com platform and our Advanced Technology Center providing a wealth of lab service, workshops, documentation and knowledge transfer, much of which is free, for the customer’s unique and innovative technology needs
- Upon request, discuss capabilities and discuss “art of the possible” overview with key program resources
- Schedule regular relationship management cadence meetings or calls with program owners and project leaders for specific projects with unique customers
- Schedule optional quarterly technology and business briefings for all interested stakeholders at a participating state or a unique customer
- Offer an annual business review of all progress and key action items with the OMNIA Partners

Above and beyond our dedicated field resources, WWT would also provide additional high-value resources to the program to make sure program and individual customer projects are as efficient as possible through delivery and continuing all the way to customer delight. These would include, but would not be limited to:

- **Contract Manager** – A dedicated WWT contract manager accountable for the ongoing management, enablement, and administration of the OMNIA Partners program.
- **Legal Counsel** – The point of contact to support OMNIA Partners, and our internal contract manager on the initial contract execution of the master agreement, and any future modifications to the contract from a legal perspective.
- **Sales Operations Manager** – Leads a team of sales operations representatives that would facilitate and execute the quote to invoice process for each unique order associated with OMNIA Partners contract.
- **Director, Partner Strategy** – Serves as the WWT liaison between our contract management team, our field client teams, and the publishers represented on the contract for any supporting documentation and future adds or changes at the request of the OMNIA Partners contract.

We are confident about what you see here and will see throughout our response: WWT is heavily invested in the state & local government and education market, and has the appropriate resource expertise to execute on the scope in a manner that drives best-in-class, value-based outcomes with any resulting master agreement. We are committed to building a strategic partnership with the OMNIA Partners contract that focuses on your desired goals as the program and market evolves.

K. Public Agency Sales and Largest Customers

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Closing out December 2020 WWT SLED has 40+ dedicated account teams in the field. Our 2020 SLED revenue was \$300M with anticipated goal of \$1B in three years.

Below is several of our top customers and contract by revenue.

WWT Top 10 Public Agencies – 2020

	Agency	Purchases	Contact
1.	University of Florida Foundation	\$29,559,287.84	David Christie
2.	City of Seattle	\$14,059,929.25	Don Behrend
3.	University of Texas at San Antonio	\$12,615,000.00	Kendra Ketchum
4.	HMSA (Hawaii Medical Service Association)	\$9,652,188.07	Peter Lewis
5.	University of Missouri - Columbia, MO	\$5,309,328.00	Heather Reed
6.	City of Phoenix	\$5,283,151.60	Steen Hambric
7.	Denver International Airport	\$5,095,179.66	Steve Cooker
8.	State of Colorado - Office of Information Technology	\$4,792,707.20	Cody Scott
9.	University of South Florida	\$4,617,307.98	Alex Frias
10.	University of Arizona	\$4,112,987.00	Derek Masseth

L. Information System Capabilities

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

WWT uses a home built quoting system called ORCA, then order are won and pass through Oracle for processing. WWT does accept Purchase orders and credit cards.

WWT offers operational metrics and reports generated from our ERP and eCommerce systems and can be developed in accordance with agreed upon contract requirements. To support tactical needs, our operational reports provide transaction level information. For strategic planning, our metrics and statistical reports use the same data to provide analysis, trending and performance information related to a particular function over a period of time.

The following is a list of customizable reports that WWT can provide. These reports are available as soon as WWT starts leveraging the OMNIA contract and can be delivered per agreement.

- **Quote Metric Report.** This report provides quote header and line level detail providing visibility into your open opportunity pipeline.
- **Booked Order Report:** This report provides header and line level detail providing visibility into your booked orders.
- **Order Tracking Report.** This report provides both shipped and open line level information for each order booked.
- **Monthly and Quarterly Spend.** This report provides customer invoice data for a specific time period.

M.

This Section Intentionally Omnitted

N. Strategy for Converting Agency-Generated Solicitations

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Agreed and confirmed.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Agreed and confirmed.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

WWT will always provide the customer the best pricing option possible. Regardless if the OMNIA Partners contract is not being used.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

WWT will always provide the customer the best pricing option possible. Regardless if OMNIA Partners contract is not being used.

Detail Supplier's strategies under these options when responding to a solicitation.

The product discount structure and services rate card outlines are intended to provide a starting point for pricing framework. There are multiple factors that may further impact the discount structure including:

- Volume and size of product orders
- Competitive solicitations resulting in further OEM pricing discount structure
- OEM special pricing incentives for products
- Duration and size of services resource requirements or project size.

The above factors will impact the final pricing to customers.

Contract Reporting Capabilities

We can also identify multiple contracts through our robust reporting capabilities for our SLED contracts. We generate hundreds of reports monthly and quarterly for each one of our SLED contracts. Each is

uniquely developed based on the contract requirements. The amount of data we collect from our ordering systems allows us to have the ability to customize the reports for more granular content.

Here are just some of the categories of data we collect and report from.

Account Code	Inv Customer Trx Id	Ship To Address3
Account ID	Inv Customer Trx Line Id	Ship To Address4
Account Name	Inv Entered Amount	Ship To City
Addl WWT Discount Ext Ent	Inv Entered Currency Code	Ship To Contact Area Code
Addl WWT Discount Ext Func	Inv Exchange Date	Ship To Contact Area and Phone
Addl WWT Discount Ext Gbl	Inv Exchange Rate	Ship To Contact Email
Addl WWT Discount Unit Ent	Inv Exchange Rate Type	Ship To Contact Name
Adjustment Comments	Inv Functional Currency Code	Ship To Contact Phone Number
Adjustment Reason	Inv Line Type	Ship To Country
Ar Adjustment Number	Inv Percent	Ship To County
Average Cost Variance	Invoice Date	Ship To Customer ID
Average Cost Variance Global	Invoice Line Number	Ship To Customer Name
Backlog Scheduled Ship Date	Invoice Number	Ship To Customer Number
Bill To Address Usa Formatted	Invoice Profitability	Ship To Postal Code
Bill To Address1	Item Description	Ship To Province
Bill To Address2	Item Number	Ship To Region
Bill To Address3	Item Type	Ship To State
Bill To Address4	Last Refresh Date	Small Business
Bill To City	Last Update Date	Small Disadvantaged
Bill To Country	List Price	Sold To Customer ID
Bill To County	Manual Rebate Unit Ent	Sold To Customer Name
Bill To Customer ID	Manufacturer	Sold To Customer Number
Bill To Customer Name	Manufacturer ID	Split Sales Ord Process Flag
Bill To Customer Number	Max Delivery Date	Srvs Dsbl'd Vet Owned
Bill To Postal Code	Metric Program	Sub Program Curr
Bill To Province	Mfg Part Number	Sub Program Hist
Bill To State	Min Own Asian	Sub Program Yend
Business Segment	Min Own Black	Total Consigned Cost
Buyer	Min Own Ethnic	Vendor Name
Calc Rebate Ext Ent	Min Own Hispanic	Vendor Quote Number
Calc Rebate Ext Func	Min Own Native American	Vendor Site Code
Calc Rebate Ext Gbl	Min Own Other	Vertex Product Class Code
Calc Rebate Unit Ent	Min Own Pac Islander	Vertex Product Class Desc
Calculated Cost	Min Owned	Veteran Owned
Calculated Cost Global	Mtl Bom Flag	WMSID Attribute1
Cisco SO	Mtl Costing Status	WMSID Context
Cloud As Of Date	Mtl Org Code	WWT PO Number
Collector	Mtl Org Name	WWT Source
Commodity	Mtl Total Transaction Qty	WWT Stocking PO Number
Company Code	Non Minority	Woman Own Asian
Company Name	None	Woman Own Black
Cost Center	OE Agreement Name	Woman Own Caucasian
Cost Center Code	OE Agreement Num	Woman Own Hispanic
Creation Date	OE Agreement Type Code	Woman Own Multi Ethnic
Customer Category	OE Booked Date	Woman Own Native American
	OE Inv Interface Status Code	Woman Own Other
	OE Line Category Code	Woman Own Pacific Islander
		Woman Owned

Partner Name: World Wide Technology, LLC				Reporting Rows			
State/Contract ID: WA - NVP #AR233 (14-19)				865		Update Row Count	Remove Blank Rows
Reporting Period Ending Date: 12/31/2020							
Contact Name: Carol Harting							
Contact Phone: 314-919-1400							
Contact Email: carol.harting@wwt.com				Auto Format Column Width			
PO# for Admin Fee Invoicing: AR233 WA Q4 2020							

Cisco Sales Order or Dist Transaction ID	Partner PO Number (To Cisco or Dist)	Partner PO Date (To Cisco or Dist)	Customer Name	Partner Assigned Customer ID	Customer Type	Partner to Customer Invoice Number for Transaction	Partner to Customer Invoice Date for Transaction	Customer PO
111395089	3802730	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5864668	11/06/2020	A-000028827
111461417	3807414	11/16/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5875346	11/18/2020	A-000028827
111395089	3802730	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5864668	11/06/2020	A-000028827
3802717	3802717	11/03/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5863336	11/05/2020	A-000028827
111408756	3803629	11/05/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5874565	11/18/2020	A-000028827
111408756	3803629	11/05/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5874565	11/18/2020	A-000028827
3815455	3815455	12/08/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5897146	12/11/2020	A-000028841
3815455	3815455	12/08/2020	Port of Seattle	n/a	Gov-Local (City, Parish,	5897146	12/11/2020	A-000028841
111703046	3822006	12/28/20	Port of Seattle	n/a	Gov-Local (City, Parish,	5913580	12/31/20	A-000028850

Type of Sale	Product/Service SKU OR "Basic Install & Config"	Product/Service Description OR "Basic Install & Config"	Prod/Svc Qty OR B/C Hours	Product/Service Unit List Price OR B/C Hourly Rate	Product/Service B/C Total Net Amount	Product/Service Discount %
Services->SMARTnet->Government->1- CON-ECMU-LIC10MS		SWSS UPGRADES UC Manager-12.x Esse	65	\$ 7.00	\$ 354.90	22.00%
Services->SMARTnet->Government->1- CON-SNT-VG310ICV		SMARTNET 8X5XNBD Cisco VG310 - Modu	3	\$ 475.00	\$ 1,111.50	22.00%
Product->New	UC-CUCM-12X-ESS	UC Manager-12.x Essential User License	65	\$ 40.00	\$ 1,043.90	59.85%
Product->New	VG310	Cisco VG310 - Modular 24 FXS Port Voice	3	\$ 6,170.00	\$ 7,428.96	59.87%
Product->New	AIR-AP3802I-B-K9	802.11ac W2 AP w/CA, 4x43, Mod, Int Ai	6	\$ 1,912.00	\$ 5,754.84	49.84%
Product->New	AIR-ONA-P-3Y	CISCO DNA Premier Term Wireless 3Y	6	\$ 827.89	\$ 2,483.70	50.00%
Product->New	WS-C3650-24PD-S	Cisco Catalyst 3650 24 Port PoE 2x10G 1	1	\$ 8,188.53	\$ 4,536.00	44.61%
Product->New	C3650-STACK-KIT=	Cisco Catalyst 3650 Stack Module Spare	1	\$ 1,939.00	\$ 895.00	53.84%
Services->SMARTnet->Government->1- CON-SW-WSC365FD		Cisco Catalyst 3650 48 Port Full PoE 2	1	\$ 664.00	\$ 579.15	12.78%
Services->SMARTnet->Government->1- CON-SNT-A12K8		ASA 5512-X with SW, 6GE Data, 1GE	1	\$ 768.75	\$ 657.48	14.47%
Services->SMARTnet->Government->1- CON-SNTP-2901V		ASISA 2901 Voice Bundle: P/MDM3-16	1	\$ 664.00	\$ 565.38	14.85%

\$672,866.58			\$1,682.17	\$10,093.00
Product/Service B/C Total Net Amount	Product/Service Discount %	Product/Service Unit Net Price OR B/C Hourly Rate	Contract Admin Fee Amount	State Admin Fee Amount
\$ 354.90	22.00%	\$5.46	\$0.89	\$5.32
\$ 1,111.50	22.00%	\$370.50	\$2.78	\$16.67
\$ 1,043.90	59.85%	\$16.06	\$2.61	\$15.66
\$ 7,428.96	59.87%	\$2,476.32	\$18.57	\$111.43
\$ 5,754.84	49.84%	\$959.14	\$14.39	\$86.32
\$ 2,483.70	50.00%	\$413.95	\$6.21	\$37.26
\$ 4,536.00	44.61%	\$4,536.00	\$11.34	\$68.04
\$ 895.00	53.84%	\$895.00	\$2.24	\$13.43
\$ 579.15	12.78%	\$579.15	\$1.45	\$8.69

NCPA 01-97 Report	Vendor Name:	World Wide Technology				Reporting Month:	Oct-20
Agency Name	State	Zip Code	Ship Date	Invoice Date	PO Number	Manufacturer	Part Number
Commodity Products (e.g. notebooks, tablets, printers, supplies, accessories, UPS/power, etc.)							
Sunnyside USD	AZ	85706	10/10/2020	10/10/2020	211464	HP Inc.	1JS06A8#ABA
Sunnyside USD	AZ	85706	10/19/2020	10/19/2020	211571	HP Inc.	9UJ12A8#ABA
Pasco County Florida	FL	33525	10/10/2020	10/10/2020	2001868-000	CRADLEPOINT TECHNOLOGIES	BB3-0850LP6-N0N
TUCSON UNIFIED S.D.	AZ	85745	10/19/2020	10/19/2020	12103178	TRIPP LITE	TLP606

MSRP	Quantity Sold	End User Price per unit	Total	Admin Fee	Reseller PO to SYNEX	SYNNEX Sales Order Number (s)
209.00	6	205.00	\$ 1,230.00	\$ 9.84	3790946	9301765
134.00	400	132.00	\$ 52,800.00	\$ 422.40	3793672	9312435
709.00	12	522.53	\$ 6,270.36	\$ 50.16	3779850	9257339
18.20	30	10.40	\$ 312.00	\$ 2.50	3795064	9318058

A. Appendix D, Exhibit D and F

- i. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.***

Appendix D, Exhibit F are included on the following pages. WWT will not offer products or services in New Jersey and has not included Exhibit G.

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Version September 29, 2020

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JSB Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JSB Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JSB Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JSB Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JB Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JB Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JB Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

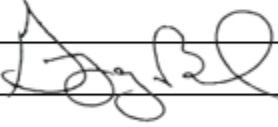
Offeror's Name: WORLD WIDE TECHNOLOGY, LLC

Address, City, State, and Zip Code: 1 WORLD WIDE WAY, ST. LOUIS, MO 63146

Phone Number: 314-569-7000 Fax Number: 314-301-2721

Printed Name and Title of Authorized Representative: Gregory Brush, Vice President

Email Address: greg.brush@wwt.com

Signature of Authorized Representative:  Date: 1/19/21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and ~~any and all~~ subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are ~~activated~~ and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. **Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. **Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, ~~disability~~ or genetic information.

During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

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contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

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- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors with Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section ~~and also~~ a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
- *Clean Air Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
8. Debarment and Suspension.
- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
 - b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

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- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

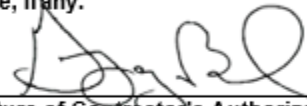
- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, WORLD WIDE TECHNOLOGY, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gregory Brush, Vice President

Name and Title of Contractor's Authorized Official

1/19/21

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the

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contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.]

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

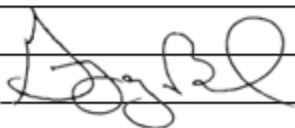
Offeror's Name: WORLD WIDE TECHNOLOGY, LLC

Address, City, State, and Zip Code:
1 WORLD WIDE WAY, ST. LOUIS, MO 63146

Phone Number: 314-569-7000 Fax Number: 314-301-2721

Printed Name and Title of Authorized Representative: Gregory Brush, Vice President

Greg.brush@wwt.com
Email Address: _____

Signature of Authorized Representative:  _____

Date: 1/19/21

B. Emergency Orders

iv. Describe how Offeror responds to emergency orders.

Upon receipt of an order that has been deemed an emergency, WWT will process the order with the OEM/Vendor and utilize our partner relationships request the product be expedited for manufacturing and or shipping to provide the best possible date based on OEMs material availability.

C. Average Fill Rate

v. What is Offeror's average Fill Rate?

WWT resells OEM equipment and does not stock or manufacture equipment. Immediate product availability is determined on the manufacturer or vendors stock/lead time at the time WWT places the order.

D. Average On Time Delivery Rate

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

WWT resells OEM equipment and does not stock or manufacture equipment. Immediate product availability is determined on the manufacturer or vendors stock/lead time at the time WWT places the order. WWT works with the OEM to have product delivered as soon as possible based on the customer's timelines. Once the product is in transit with a carrier it could be subject to COVID impacts.

E. Return and Restocking Policy

vii. Describe Offeror's return and restocking policy.

Return Material Authorization (RMA) Policy: WWT deals with many manufacturers and products, many of which have specially mandated return policies. By referencing specific program contracts to find any variations to these guidelines, the WWT program manager will work with the appropriate resources to determine the correct return policy when necessary. Our standard practice is to assist our customers in engaging the product manufacturer and associated support services to resolve any issues that may arise. As part of the program management team, the WWT inside sales procurement specialist dedicated to your program will have the necessary skills and knowledge to handle all Return Material Authorization (RMA) requirements. Customer satisfaction is our number one priority. Our goal is to ensure that every order is received intact by the customer, exactly as ordered. WWT recognizes that products may not arrive as expected for a variety of reasons, and the following general guidelines have been implemented to facilitate the return of the product to WWT.

Claims or Discrepancies in Shipments: Materials delivered via carrier from WWT should not be accepted from the carrier without the proper notification on the carrier documentation of any damage discovered upon receipt. Following receipt of damaged material, our customer service or contract administrator should be notified within a mutually agreed-upon timeframe of damage discovery. Failure to note damage within the agreed-upon timeframe will result in the assumption that WWT has fulfilled its obligation to deliver such products in acceptable condition. All claims or discrepancies in shipments must be made within five business days of the customer's merchandise receipt.

Customer-Initiated Returns: All return requests, which can be initiated via telephone or our online RMA form accessed from WWT's Order Tracking application, should be made within the agreed-upon time

frame of receipt of merchandise. The material should not be returned without prior advance authorization from WWT's customer service representatives. WWT will grant an RMA for any non-conforming shipment (product that is either damaged or does not otherwise conform to the specific ordering instructions provided with the customer's order). Return authorization for all other returns not fitting into the non-conforming category or returned after the initial agreed-upon timeframe shall be at WWT's sole discretion.

Once contacted, the customer service representative will provide an RMA number and designated ship-to for the returned merchandise. The RMA number should be clearly visible on the packing slip and the outside of the carton or envelope to be returned. C.O.D. returns will not be accepted. The RMA number will be honored for only one order and must match the product authorized for return. The RMA number will be valid for 30 days from the date WWT issued the RMA. Merchandise should be returned in its original packaging, along with any certifications, instructions, etc. The burden of return shipment costs will be in accordance with the resulting Master Service/Product Agreement.

Process for Issuing Credits: Once WWT approves an RMA, the customer returns the product. WWT issues credits once we receive credits from the OEM being utilized, so the timeline and restocking fee depends upon the OEM.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

F. Warranty Beyond Manufacturer's Standard

viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

Warranties

- a. **Products:** WWT is a reseller of information technology products, which includes hardware, software and firmware ("Products"). Buyer understands that WWT is not the manufacturer of the Products purchased by Buyer hereunder, and the only warranties offered are those of the manufacturer, not WWT. In purchasing the Products, Buyer is relying on the manufacturer's specifications and services descriptions only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the Products that may be provided by WWT.

In certain situations where a bulk order is being placed and WWT is providing staging and logistics for project rollout leveraging our Integration Centers, WWT can work with the customer and OEM to insure that the product warranty start dates align with customer receipt of product for installation.

- b. **Services:** With respect to any services provided by WWT ("WWT Services"), WWT represents and warrants that the WWT Services will be performed in a professional and workmanlike manner, in accordance with industry standards. Buyer acknowledges and agrees that, in some instances, WWT may act as a reseller of certain original equipment manufacturer ("OEM") services, such as maintenance, support and advanced services ("OEM Services"). WWT is not the provider of the OEM Services, and OEM Services are purchased pursuant to the terms and conditions offered by the provider of such services. Upon Buyer's request, WWT will obtain a copy of such terms from the provider. The OEM Services providers are not agents of WWT. The third party service provider is the only party responsible for providing OEM Services to Buyer. Buyer will look solely to the third

party service provider for any loss, claims or damages arising from or relating to the purchase or provision of the OEM Services. Buyer hereby releases WWT and affiliates from any and all claims arising from or relating to the purchase or provision of any OEM Services. Services may be subject to tax.

G. Customer Fulfillment Process

ix. Describe Offeror's customer fulfillment process

Once Region 4 ESC and OMNIA Partners has identified what they would like to purchase from WWT, they will reach out to their WWT Inside Sales Representative for a price quote. WWT will provide a quote for the customer that will be turned into a customer Purchase Order. The WWT Inside Sales Rep will work with the WWT Procurement team to process the Purchase Order with the OEM. OEM will manufacture product and send it directly to the customer's ship to address specified on their Purchase order.

H. Customer Service/Problem Resolution Process

x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

World Wide Technology is committed to the highest standards of quality and customer satisfaction and problem resolution, utilizing a quality management system that is comprised of integrated processes around leadership, planning, support, operation, performance evaluation and improvement.

The key to customer service support and problem resolution is to assign an Account Team within each market to align with each customer. The Account Team is comprised of the following;

Account manager

As the primary point of contact, the Account Manager (AM) serves as the customer advocate and is responsible for understanding customer requirements and coordinating business solutions. The AM leads the internal support team and works with OEM representatives to propose the optimal technology or platform to meet the customer's needs. The AM will be responsible for problem resolution, escalation, pricing and meeting with customers for review and planning meetings.

Consulting Systems Engineer

Pre-sales engineer that translates customers networking, collaboration, video, wireless, storage, server, virtualization, data center and security business requirements into specific product and/or service solutions.

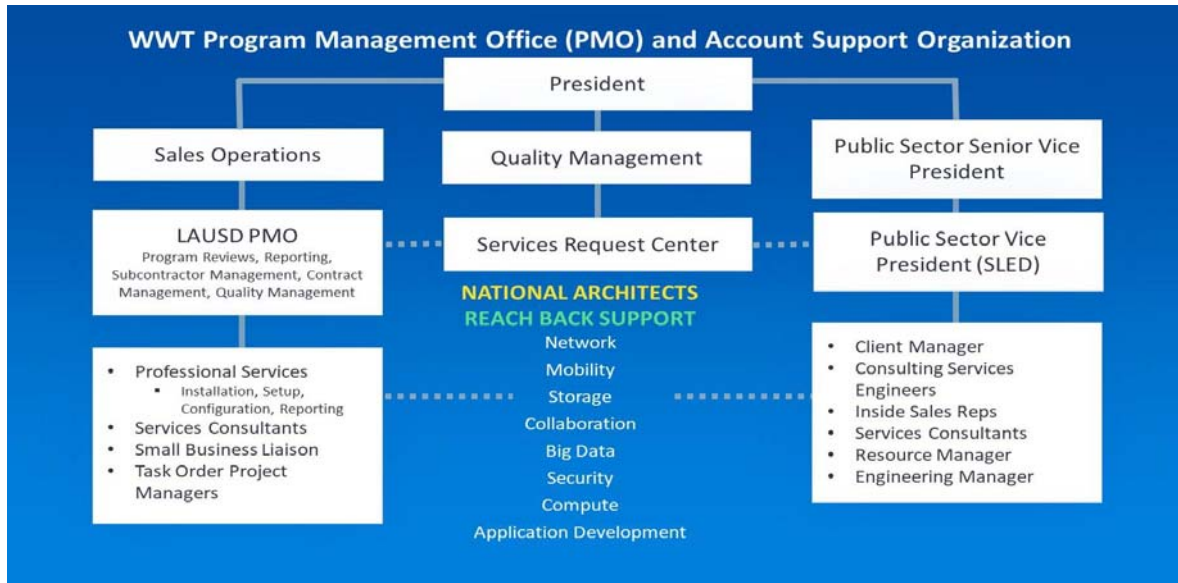
Services Consultant

Meets with customer managers to discuss existing projects, timelines, resourcing gaps within the organization and possible solutions.

Project Coordinator

Assist with or manage the oversight of all aspects of project life cycle to include initiation, planning, execution, controlling and closing; taking project through final implementation. Manage changes to the project scope, project schedule, and project costs.

The following is a sample organizational chart of team that will support:



I. Invoicing Process

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

WWT will invoice customer upon shipment of product from the OEM, and payment terms are net thirty (30) days from date of WWT's invoice.

WWT does take Credit Cards and P-Cards and there could be up to a 3% fee for each transaction.

J. Contact Implementation/Customer Transition Plan

xii. Describe Offeror's contract implementation/customer transition plan.

Section 3.3 Marketing and Sales, above, outlines the implementation and transition plan for rolling out the Region 4 ESC OMNIA Partners contract to new and existing customer base.

K. Financial Condition

xiii. Describe the financial condition of Offeror.

WWT's revenue was nearly \$13 billion in 2020. WWT is privately owned and has been for our entire 30-year history. WWT is an exceptionally stable company, with an uncommonly large \$2 billion line of credit. A testament to WWT's financial strength, this ample credit line provides WWT with the ability to fulfil orders immediately, and it enables us to remain a reliable partner for years to come.

L. Website Capabilities and Functionality

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

WWT can provide a web portal for on-line order management as required for each customer. This would not be generic web-based ecommerce site but a custom portal specific to each customer needs.

A complete listing of WWT's SLED contracts can be found on this page.

<https://www.wwt.com/state-contracts>

We list all of the SLED contracts by State. If you click each State, you can see the list of contracts available per State. Example below is the available contract for Ohio.

State of Ohio Contract

WWT holds several contracts directly with a state/agency or organization within a state, as well as cooperative procurement vehicles.

State of Ohio, Department of Administrative Services Cisco Hardware and Software; State term schedule STS-033

- Contract Number: 533110-3-33
- Contract Expiration: 6/30/2022
- Products and Services Offering: Cisco Hardware and Software
- Contract Eligible Entities: Ohio State agencies, as well as properly registered political subdivisions. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority.
- Special Ordering Instructions: For order inquiries, please contact your WWT Account Manager (AM) and/or Inside Sales Representative (ISR). If you do not know who your AM or ISR is, please contact [Carol Harting](#) at carol.harting@wwt.com.
- WWT Contract Manager: [Contact Contract Manager](#)

Below is an example of how a WWT Held Direct contract can be listed on our website.

State of Texas Department of Information Resources IT Security Products & Services Contract #DIR-TSO-4135

DIR-TSO-4135 – IT Security Products & Services

Please see the [DIR contract website](#) for more information.

Contract Overview

World Wide Technology offers information technology security (ITS) hardware, software and services, for several brands through this contract. This Contract may be used by the state and local government, public education, other public entities in Texas, as well as public entities outside the state. Visit the DIR's [Cooperative Contracts](#) page for more information on customer eligibility requirements and customers outside the State of Texas. This contract does not allow for resellers.

Contract Documents

[DIR-TSO-4135 Contract](#)

DIR-TSO-4135 Amendment 1 (see **Associations below**)

[DIR-TSO-4135 Appendix A Standard Terms and Conditions](#)

DIR-TSO-4135 Appendix C Pricing Index (per Amendment 1) (see **Associations below**)

How to order

For product and pricing information, contact [Carol Harting](#) at (314) 995-6103

Generate a purchase order made payable to World Wide Technology. You must reference the DIR Contract Number **DIR-TSO-4135** on your purchase order.

E-mail or fax your purchase order and quote form to [Carol Harting](#).

Manufacturer Specifications and Pricing

Bomgar/BeyondTrust (See associations below)

CA Technologies (See associations below)

Fortinet (See associations below)

McAfee (See associations below)

MicroAssist (See associations below)

Palo Alto (See associations below)

Riverbed (See associations below)

RSA (See associations below)

Semper Feye (See associations below)

Spinski (See associations below)

Splunk (See associations below)

Symantec (See associations below)

Tanium (See associations below)

Product Warranty and Return Policy

WWT is a reseller of third party products and sells pursuant to the manufacturer's warranty. Customer understands that Vendor is not the manufacturer of the Products or the provider of any OEM Services. Vendor will ensure that all Products sold hereunder are new and are covered by the manufacturer's standard warranty as made available by the manufacturer. To the extent transferable, Vendor will pass through to Customer any warranty extended to Vendor by the original manufacturer.

Return Policy: Products may only be returned or cancelled in accordance with the manufacturer's return policy.

Manufacturer Warranty Policies (see Policy Below)

Contract details

Vendor ID: 1431912895600

HUB Type: Non HUB

DIR Contract Number: DIR-TSO-4135

Contract Term End Date: 5/2/2021

Contract Exp Date: 5/2/2022

Contact World Wide Technology

[Carol Harting](#)

Phone: (314) 995-6103

Fax: (314) 919-1470

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Additional Resources

[Bomgar/BeyondTrust](#)

[CA Technologies](#)

[Fortinet](#)

[McAfee](#)

[MicroAssist](#)

[Palo Alto](#)

[Riverbed](#)

[RSA](#)

[Semper Feye](#)

[Spinsci](#)
[Splunk](#)
[Splunk](#)
[Tanium](#)

Contract and Warranty Resources

- [DIR-TSO-4135-AMD-1.pdf](#)
- [DIR-TSO-4135_Appendix_C_Pricing_Index_per_Amendment_1.pdf](#)
- [Manufacturer-Warranty-Policies_v2.pdf](#)

State Contracts

Simplifying IT procurement for state and local government agencies.

WWT holds more than 130 contract vehicles in 27 States: Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Hawaii, Illinois, Iowa, Kansas, Louisiana, Minnesota, Missouri, New Mexico, New York, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington and Wisconsin.

Our contract vehicles allow state and local government agencies, such as cities and counties, K-12 school districts and higher education institutions, to streamline and simplify their entire IT procurement process from a single source at a substantial savings. Through our contract vehicles, customers can avoid the solicitation process, save resource time, and receive exceptional customer service and competitive pricing.

View the complete list of contracts held by WWT by state below:

- [Alaska](#)
- [Arizona](#)
- [Arkansas](#)
- [California](#)
- [Colorado](#)
- [Connecticut](#)
- [Florida](#)
- [Hawaii](#)
- [Illinois](#)
- [Iowa](#)
- [Kansas](#)
- [Louisiana](#)
- [Minnesota](#)
- [Missouri](#)
- [New Mexico](#)
- [New York](#)
- [Ohio](#)
- [Pennsylvania](#)
- [South Carolina](#)
- [South Dakota](#)
- [Tennessee](#)
- [Texas](#)
 - [DIR IT Security Contract](#)
- [Utah](#)
- [Virginia](#)
- [Washington](#)
- [Wisconsin](#)
- [Multi-state](#)

M. Safety Record

xv. Describe the Offeror's safety record.

Occupational Health and Safety

We maintain a comprehensive, corporate-wide occupational health and safety compliance assurance program based on global regulatory requirements, industry standards and best practices to provide a safe and injury-free workplace for our employees. Health and safety training help employees understand their safety responsibilities and covers information needed for specific jobs (such as ergonomics and electrical safety).

Our Occupational Health and Safety Program includes:

- Continuous assessment of occupational health and safety risks
- Training and promotional activities to raise employee safety awareness
- Thorough investigation of incidents to determine root causes and take actions to prevent recurrence

The company continues to work toward a goal of a reduction in incidents year over year through focused analysis of incident history, work place safety inspection results and employee engagement to determine actions necessary to improve performance. This information is reviewed and actions determined during regularly scheduled safety steering committee meetings that include representation from executive management and all affected areas of the company

Injuries and Lost Time Reporting WWT has maintained an injury and lost time rate at or below the average rate for organizations within the same NAIC code for the past three years:

Injuries and Lost Time			
	2017	2018	2019
TIR/TRCR	0.5	0.84	0.81
LWCR	0.27	0.52	0.44
DART	0.36	0.64	0.61
ERM	0.51	0.51	0.45

TIR/TRCR: Total Recordable Case Rate = (Total Recordable Cases X 200,000)/Hours

LWCR: Lost Workday Case Rate = (Number of Lost Workday Cases X 200,000)/Hours

DART: Days Away from work, job Restrictions, and/or job Transfers = Total # of injuries & Illnesses w/Days Away + Total # of Injuries & Illnesses w/Restricted Work/Hours

ERM: Experience Modification Rate (adjustment of annual workers' compensation insurance premium based on previous loss experience)

N. Additional Information

xvi. Provide any additional information relevant to this section.

No further details. Section above provides requested details.

TAB 4 – Qualification and Experience



4.0 Qualification and Experience

A. Company History

- i. *Provide a brief history of the Offeror, including year it was established and corporate office location.*

World Wide Technology: History and Mission

Founded in 1990, World Wide Technology (WWT) has grown from a small product reseller into a global systems integrator with nearly \$12 billion in annual revenue and more than 6,000 employees throughout the world. WWT brings an innovative and proven approach to how organizations explore, evaluate, architect, and implement multi-vendor solutions. With the continuous evolution of technology, organizations' IT staff members are often reduced to evaluating one-off, emerging technology products. WWT recognized this problem and built an IT innovation ecosystem to eliminate the pain of evaluating new technology and help our customers reach their desired outcomes.

WWT Fast Facts

- Business partner for more than 70 Fortune 100 companies
- More than 4 million square feet of global warehouse space dedicated to supply chain solutions
- Consistently ranked on Fortune's "100 Best Companies to Work For" list
- Received Glassdoor's "Employee Choice Award" for being one of the best places to work
- Recognized as a best workplace for Women, Diversity, Millennials and Parents
- Ranked #11 on Great Place to Work's "Best Workplaces in Technology" list in 2019
- Ranked #27 on Forbes' "America's Largest Private Companies" list
- Strong financials: \$2 billion credit line; compound annual growth rate averaging 15%
- ISO 9001:2015- and TL9000:2016-certified facilities
- Nationally certified Minority-owned Business Enterprise (MBE)

For more than 30 years, we have educated companies on how technology can drive efficiency and scale within their organizations. Our early experience with architecting complex infrastructure solutions established credibility within organizations, but it was our willingness to look beyond the technology and drive to an organization's desired business outcomes that solidified WWT as a trusted consultative partner. This shift has resulted in WWT taking the lead on transformation initiatives for numerous Fortune 500 companies and government entities.

Our Vision, Mission and Core Values

At WWT, culture is key to our long-term success as a company. We develop our culture in support of our vision to be the best technology solution provider in the world. Culture is also the driving force of our mission to create a profitable growth company that is also a great place to work.

As we grew, WWT developed a set of core values to act as a path for our collective attitudes, beliefs and behaviors that define who we are, how we act and how we make decisions. Following our core values, individually and collectively, helps us to make better decisions for

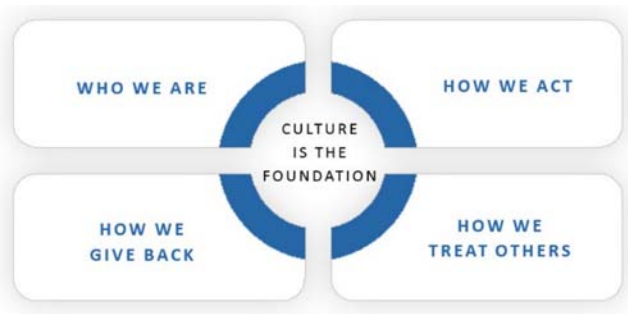
our customers and guides our decisions as a responsible corporate citizen.

B. Company Reputation

ii. Describe Offeror's reputation in the marketplace.

At WWT, culture is key to our long-term success as a company. We develop our culture in support of our vision to be the best technology solution provider in the world. Culture is also the driving force of our mission to create a profitable growth company that is also a great place to work.

As we grew, WWT developed a set of core values to act as a path for our collective attitudes, beliefs and behaviors that define who we are, how we act and how we make decisions. Following our core values, individually and collectively, helps us to make better decisions for our customers and guides our decisions as a responsible corporate citizen.



As listed in section above, WWT enjoys a stellar reputation in the marketplace as indicated by the following recognitions:

- Consistently ranked on Fortune's "100 Best Companies to Work For" list
- Received Glassdoor's "Employee Choice Award" for being one of the best places to work
- Recognized as a best workplace for Women, Diversity, Millennials and Parents
- Ranked #11 on Great Place to Work's "Best Workplaces in Technology" list in 2019
- Ranked #27 on Forbes' "America's Largest Private Companies" list

C. Company Reputation of Products and Services

iii. Describe Offeror's reputation of products and services in the marketplace.

WWT partners with the world's leading technology manufacturers and maintain the highest levels of certification to offer customers hardware and software solutions that drive and improve their business. These manufacturers can be evaluated in our Advanced Technology Center (ATC) and range from Silicon Valley heavyweights like Cisco, VMware, NetApp, Dell Technologies, HPE and several others, to emerging technology players like Tanium and Dedrone. Individually these companies are impressive, but when integrated with WWT, we create game-changing solutions.

Our top OEM partners are listed below:



D. Key Personnel Experience

iv. Describe the experience and qualification of key employees.

Please see "Section 3. Appendix D, Sub-Section G – Key Personnel" for a list of personnel who are responsible for manage the OMNIA Contract.

WWT will also assign highly qualified and experienced key personal in each market to work with customers to leverage and grow the OMNIA contract. The following provides all of the functional roles description from the field organization to support Region 4 ESC and OMNIA Partners, participating states, and respective customers in their comprehensive technology needs:

- **Client Manager(s)** – Manages the overall business relationship with each 4 ESC participating entity and their unique customers.
- **Consulting Systems Engineer(s)** – Develops the ongoing technical and solution partnership with each OMNIA Partners participating entity and their unique customers.

- **Regional Sales Manager** – First-line field leadership to build relationships with the senior leadership of the OMNIA Partners participating entities and each unique client and serves as an escalation point in times of such need.
- **Chief Technology Advisor** – Serves as a forward-looking innovation and strategy consultant to OMNIA Partners and clients to explore the evolution of technology and business needs.
- **Chief Digital Advisor** – Helps each individual client explore the external digital outcomes they are leveraging to achieve and develops a methodology and process to get there, which includes coaching, ideation identifying, and involving all key stakeholders.
- **Services Consultant(s)** – Owns, collaboratively with client managers and consulting systems engineers, the relationship with each unique client, all scoping efforts and activities, the delivery and execution of the statement of work, and high-level engagement with the client through the delivery of the project.
- **Vice Presidents, State & Local Government and Education** – WWT will provide two Vice Presidents — one for the East and one for the West — who together serve as the most senior business leaders focused on the state & local government and education market at WWT. They will also function as executive sponsors of OMNIA Partners and participating states, and the most senior points of engagement and escalation for the client to within WWT.

Above and beyond our dedicated field resources, WWT would also provide additional high-value resources to the program to make sure program and individual customer projects are as efficient as possible through delivery and all the way to customer delight. These would include, but would not be limited to:

- **Contract Manager** – A dedicated WWT contract manager accountable for the ongoing management, enablement, and administration of the OMNIA Partners program.
- **Legal Counsel** – The point of contact to support OMNIA Partners, and our internal contract manager on the initial contract execution of the master agreement, and any future modifications to the contract from a legal perspective.
- **Sales Operations Manager** – Leads a team of sales operations representatives that would facilitate and execute the quote to invoice process for each unique order associated with OMNIA Partners contracts.
- **Director, Partner Strategy** – Serves as the WWT liaison between our contract management team, our field client teams, and the publishers represented on the contract for any supporting documentation and future adds or changes at the request of the OMNIA Partners contract.

We are confident about what you see here and will see throughout our response: WWT is heavily invested in the state & local government and education market, and has the appropriate resource expertise to execute on the scope in a manner that drives best-in-class, value-based outcomes with any resulting master agreement. We are committed to building a strategic partnership with the OMNIA Partners contract that focuses on your desired goals as the program and market evolves.

E. Experience Working with Government Sector

v. Describe Offeror's experience working with the government sector.

The state & local government and education market is a very strategic focus for WWT. As a result, we have made substantial investments in building a high-performing team of experienced field resources and industry experts to support the mission of constituent-based outcomes. We have over 100 sales, operational, and technical resources dedicated to the state & local government and education market that would support this agreement as participating addenda are executed with states across the country. These resources are distributed in markets across the entire country to make sure when at all possible we have our people as close as possible to the customers.

Who We Serve

In support of our vision to be the best technology solution provider in the world, WWT dedicates resources and tailors products and services to meet the needs of commercial enterprises; federal, state and local government agencies; educational institutions; and service providers. We continue to stand by our goal of building and developing WWT intellectual property, products, and reference architectures to create differentiated value for our company, customers, and partners.

Global Commercial Enterprise

WWT conducts business with more than 70 Fortune 100 companies, ranging from financial institutions and healthcare providers to manufacturers, retailers and utility companies.

Public Sector

Federal Government

WWT offers IT procurement, logistics, software development and program management to a range of federal agencies and departments, including the Department of Justice and the Department of Defense. For 20 years, WWT has fulfilled products and services for a range of public engagements governed by Blanket Purchase Agreements; Indefinite Delivery, Indefinite Quantity contracts; GSA Multiple Award Schedules and various other agency-specific contracts.

State and Local Government

WWT has more than 20 years of experience helping state and local government agencies to innovate. Our experience spans a variety of agency functions and missions, including transportation, social services, public safety, administration, and information technology. We hold numerous state contracts for the procurement of products and services.

Education

WWT works with K-12 school districts and higher education institutions nationwide to provide advanced technology solutions ranging from remote learning and collaboration to high-speed wireless networks that support mobile devices across campuses. We also provide network- and physical-security solutions to promote student and staff safety and security. WWT works on E-rate- and non-E-rate-funded projects.

Global Service Providers

At WWT, our goal is to fundamentally transform the service-provider industry. Through our Idea-to-Outcome-based approach and global fulfillment, WWT enables service providers to deliver next-

generation technology platforms faster. WWT supports service providers by managing the planning, procurement and deployment of their technology and associated supply chain requirements.

F. Assistance with E-Rate Funding

- vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.***

WWT has been assisting School Districts across the nation since practically the inception of the E-rate program. Although we cannot help the District secure E-rate funding, as this action may be against E-rate program rules, we at WWT employ staff with over 25 years of experience working within the program. Several of them have held leadership positions as applicants, solution providers and manufacturers.

As a solution provider, WWT has the capability to assist the applicant as they submit the supporting documentation portion of the E-rate form 471 as well as assisting with common place E-rate performance Integrity Assurance (PIA) reviews and invoicing inquiries.

In terms of project planning, as it relates to an E-rate project, WWT, once again has the highly skilled resources to plan and implement an E-rate project and coincidentally this is an eligible E-rate service.

In conclusion, WWT has the solutions, resources and expertise to assist you in a variety of ways as you utilize the E-rate program to fund your technology needs.

G. Past Litigation, Bankruptcy, Reorganization and State Investigations

- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.***

WWT does not comment on the details of pending litigation. At this time there are no actions, suits or proceedings, pending or threatened, that are material to our organization, our financial stability or our ability to perform the business contemplated by this RFP.

H. Customer References

- viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and Annual Volume.***

One of the leading indicators of our success as a products and professional services provider is the clients we serve, and how these clients feel about their experience with us. We encourage you to contact each reference to obtain their thoughts on our industry knowledge, collaborative approach, and overall level of professionalism.

Reference 1

Customer Information	
Entity Name: State of Missouri, Office of Administration – ITSD	Contact Name/Title: Steve Siegler, Deputy CIO
Customer Address: Jefferson City, MO 65101	Contact Phone: 573-751-9406
	Contact Email: steve.siegler@oa.mo.gov
Project Information	
Years Served:	5
Annual Volume:	
Description of Service: WWT provides to the State of Missouri the full line of Cisco networking products and services including presales support; installation; engineering help desk, telephone, and electronic support; Cisco SMARTnet branded maintenance; training and professional services for agencies in the State of Missouri. WWT provides professional services to support the design, acquisition and implementation of the State's network and network applications and in concert with the provision of Cisco hardware and software products acquired by the State. WWT provides pre-sales design and engineering support to the state agency to allow the state agency to process an order, including current and new product information, configuration assistance and product pricing. WWT provides pre-sales design and engineering support on-site, by telephone and by email. WWT assists in providing available Cisco certified training, when requested by the state. WWT provides SMARTnet maintenance services for hardware and software on-site in accordance with Cisco's coverage areas within the State of Missouri (both during and after the warranty). WWT provides advanced parts replacement not involving on-site personnel. WWT provides a range of other services including electronic ordering, electronic invoicing, procurement, staging, configuration, shipping, deployment, and reverse logistics as needed to support the above activities. All activities are managed by the Missouri-based Client Management Team. Project Examples: Office of Administration – Unified Communication Encryption Engagement The State of Missouri requested WWT to perform a configuration change to their Cisco UC and UCCE infrastructure to add end-to-end encryption for data in transit and at rest. This project was required by the State of Missouri, so they are compliant with the IRS Encryption Requirements of Publication 1075. Key Team Members included Sr. Voice Engineer, Sr. Voice Engineer UCCE, Sr. Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer. Missouri State Highway Patrol – Unified Communications Upgrade and Migration MSHP requested WWT's assistance upgrading their current UC environment from version 10.5(2) to recommended version 12.5SU1 or latest agreed-upon version. MSHP requested support of an experienced Cisco Voice Engineer to assist in planning and performing the Cisco UC upgrade alongside the MSHP voice team providing knowledge transfer throughout. Key Team Members include Sr. Voice Engineer, Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer.	

Missouri Lottery – Cisco Security Configuration Services

The Missouri Lottery requested WWT’s assistance with configuring and fully operationalizing their Cisco Security technologies. These technologies include Cisco Firepower Threat Defense with FTD and ASA devices, Cisco Identity Services Engine, Cisco Stealthwatch Cloud (Private Network Monitoring), Cisco Umbrella, Threat Defense Dashboard, and AMP. All these technologies are deployed, but not configured to take full advantage of the product capabilities pertinent to the customer’s requirements.

Key Team Members: Sr. Security Engineer, Project Manager, Command Center Architect, Client Manager, Consulting Systems Engineer

Reference 2

Customer Information	
Entity Name: Denver International Airport (City and County of Denver)	Contact Name/Title: Steve Coker, Sr. Manager of Voice & Data Infrastructure
Customer Address: Denver, CO 80249	Contact Phone: 303-513-0468
	Contact Email: Steve.coker@flydenver.com
Project Information	
Years Served:	5+
Annual Volume:	
Description of Service: Scope and deliverables, include number of resources engaged in multiple projects, timelines as follows: • Multi-year, Enterprise LAN/WAN Refresh, 2017-2019: All Cisco Network solution designed and deployed throughout Denver International Airport in a four-phase deployment. Utilized the WWT North American Integration Center (“NAIC”) for configuration and optimization of the hardware and software. Multiple deployment engineers on site throughout each phase of the deployments including Project Manager and Project Coordinator used for this project. • Hybrid VBlock Converged Solution for two Active/Active data centers including VMAX, Isilon Block Storage; Data Center Networking; Security & Virtualization. Project began in 2015 and concluded in 2016. Utilized WWT NAIC for configuration and optimization of all solutions. Deployment engineers on site throughout delivery as well as a Project Manager. • Networking for Gate Expansion Project, 2019 – 2020: All Cisco Network solution designed and deployed in Concourse A, Concourse B, Concourse C, De-icing Stations, and NOC. Utilized the WWT NAIC for configuration, optimization, and asset tagging of all hardware and software for the project. • Enterprise Wireless Solution for Main Terminal, Concourses, Underground Trains, Land Side, Out Buildings, Hangars and 54-mile campus at Denver International, 2012-ongoing: Full design and deployment. Utilized the WWT NAIC for configuration and optimization of the hardware and software. n-site deployment engineers; Project Manager, Project Coordinator staffed the deployment of this project. • Great Hall Remodel Network & Data Center capacity add, 2020: Capacity add to Dell/EMC V-blocks & Isilon in the Data Centers, Network Capacity add for the Great Hall/Main Terminal area. Utilized the WWT NAIC for configuration and optimization of the hardware and software as well as for asset tagging of the hardware.	

Reference 3

Customer Information	
Entity Name: City of Seattle	Contact Name/Title: Don Behrend, Sr. Vendor Manager
Customer Address: Seattle, WA 98104	Contact Phone: 206-684-4571
	Contact Email: don.behrend@seattle.gov
Project Information	
Years Served:	March 2020 to present
Annual Volume:	
Description of Service: Scope and deliverables, include number of resources engaged in project as follows: After a lengthy RFP process, WWT was selected as the Prime Contractor for the City of Seattle's Unified Communications and Contact Center (UCCC) program. The scope of this program is to replace 14,500 telephone lines on an aged Nortel PBX to a modern Cisco IP Telephony system. It also included the replacement of 38 contact centers with modern Cisco/Google technology for IVR, Agent & Supervisor management and Artificial Intelligence-based chatbots. WWT provided the full solution design as well as the procurement for all software and hardware on this program. While the City planned a three-year timeline for this program, WWT expects to have the major deliverables finished within 18 months. Ongoing support will continue for up to five years. WWT has 13 dedicated resources on this program and has accomplished several major milestones thus far, including the full build out of the new architecture. Scope of resources include: • Program Manager • Sr. Project Manager (x2) • Project Manager • Collaboration Solutions Architect • Unified Communications Sr. Architect • Contact Center Sr. Architect • Contact Center Business Consultant • Adoption Services Learning Consultant • Adoption Services Trainer • Operational Support Help Desk Agent (x2) Technologies utilized to supplement services include a custom WWT online store for procurement of additional hardware and software tools, automated provisioning tools, and advanced E911 location tracking tools to ensure customer compliance and success.	

Reference 4

Customer Information	
Entity Name: New York City Department of Information Technology and Telecommunications	Contact Name/Title: Available for contact only if down selected, per customer advisement.
Customer Address: New York City, NY	Contact Phone: Available for contact only if down selected, per customer advisement.
	Contact Email: Available for contact only if down selected, per customer advisement.
Project Information	
Years Served:	2019 to 2020
Annual Volume:	
Description of Service: Scope and deliverables include number of resources engaged in project as follows: WWT executed a complete migration of over 100,000 mailboxes at 45 city agencies across New York City to Microsoft Office 365. The WWT scope also included education and adoption around Microsoft Teams, Sharepoint online, One Drive, Pro Plus, and Exchange. Over nine months, WWT project management and services team members delivered on or ahead of time on nine milestones focused on Agency readiness, active directory readiness, Office Pro Plus and mailbox migration and associated mobile deployments. The TARGET mailbox count for each milestone ranged between 6,400 and 10,000.	
Positions provided, and technologies utilized to supplement services: - Sr. Systems Engineer (F/T) – 36 weeks - VMware AirWatch Engineer (F/T) – 36 weeks - VMware Air Watch Technician (F/T) – 8 weeks - Microsoft O365 migration Engineer – Migration (F/T x 2) – 36 weeks x 2 - Digital Workspace Senior Consultant (P/T) – 36 weeks - Project Manager (P/T) – 36 weeks	

Reference 5

Customer Information	
Entity Name: State of Hawaii Judiciary	Contact Name/Title: Lance Kajiwarra, IT Manager
Customer Address: Honolulu, HI	Contact Phone: 808-538-5383
	Contact Email: Lance.k.kajiwarra@courts.hawaii.gov
Project Information	
Years Served:	3 years
Annual Volume:	\$1M to \$2M/yr.
Description of Service: WWT provided the State of Hawaii Judiciary an Enterprise Agreement (EA) for their collaboration services. The project began with advisory services, which helped create a model that considered the customers' challenges of	

managing their licenses, the financial impacts of growth, and their planned technology initiatives. Once the EA was purchased via the NASPO contract, our Onboarding & Integration team provided the customer with a detailed description of their software entitlements and created a customer success roadmap. The customer success roadmap was built based on the customer's desired critical business outcomes of ensuring the platform supporting the collaboration services was deployed based on best practices. In addition, WWT provided a Customer Success Manager that shares best practices, insights, and guidance with the customer through the life of the EA.

Reference 6

Customer Information	
Entity Name: City & County of Honolulu	Contact Name/Title: Kevin Sugimoto, IT Manager
Customer Address: Honolulu, HI	Contact Phone: 808-768-7845
	Contact Email: ksugimoto@honolulu.gov
Project Information	
Years Served:	3 years
Annual Volume:	
Description of Service: WWT provided the City & County of Honolulu (C&C) an Enterprise Agreement for their WebEx services. The project began with advisory services to ensure the EA aligned with their business objectives of standardizing on one platform for video conferencing/remote meetings and having it widely adopted amongst their employees. Once the EA was purchased via the NASPO contract, our pre-sales team provided the customer with a detailed description of their software entitlements. At that time, we also engaged our Adoption Services team to work with the customer to develop training for their end users, as one of the significant risks to purchasing new software is adoption. It is critical to ensure end users understand the purpose the technology and are comfortable utilizing it daily. Thus, the customer and our Adoption Services team have been working on putting together WebEx training documents that will be shared with their end users.	

Reference 7

Customer Information	
Entity Name: City of Phoenix, Information Technology Services	Contact Name/Title: Steen Hambric, Deputy CIO
Customer Address: Phoenix, AZ	Contact Phone: 602-261-8785
	Contact Email: Steen.hambric@phoenix.gov
Project Information	
Years Served:	5 years
Annual Volume:	

Description of Service:

The City of Phoenix needed a partner to upgrade 30-year-old Unified Communication and Contact Center systems to a new system that could be designed, installed, and maintained by the partner, and that was scalable to meet the growing demands of the fifth largest city in the United States.

The \$36 million project was awarded to WWT and is currently in its third year of a five-year contract. The contract covers the modernization of the network, unified communications, and the call centers for all city employees and sites. This included the Licensing Management of the Cisco-based Unified Communication and Contact Center systems. WWT provided licensing management consultation and management that contributed to a 15% cost savings of the overall licensing cost for the solution.

WWT provides a staff of 25 to manage the City's 14,000 phone handsets and more than 40,000 network ports to keep the City operating efficiently. The WWT staff covers the areas of project management, licensing management, installation engineers, and Managed Services support staff.

The Modernization project included replacing all network switches, complete phone system replacement to a VoIP-based Cisco Unified Communications platform, and a Cisco Contact Center for inbound calls to various city agencies that support the citizens of Phoenix.

Reference 8

Customer Information	
Entity Name: U.S. Department of Agriculture (Federal Government Agency)	Contact Name/Title: John Pretti, Contracting Officer
Customer Address: Washington DC	Contact Phone: 970-295-5613
	Contact Email: John.pretti@stl.usda.gov
Project Information	
Years Served:	5 years
Annual Volume:	
Description of Service: The USDA CTS struggled with system management for Unified Contact Center Enterprise (UCCE), WebEx, and Jabber and required expert resources for their upgrade. WWT migrated the USDA from their traditional CUCM cluster to a Cisco Hosted Collaboration Solutions – Large Enterprise (HCS-LE) platform. The HCS-LE is designed for customers that want to become a service provider over their own business units containing more than 10,000 users. This new HCS-LE model represents the largest ever deployed in the public sector from Cisco. WWT reviewed the current clusters and sizing while the USDA was continuing its day-to-day migration into their EVoIP environment. The USDA was quickly reaching maximum capacity on its UC clusters. As the USDA was the first to explore such a large HCS-LE solution, a learning curve was expected between Cisco and WWT, and we experienced some issues with the initial deployment. WWT worked with USDA and Cisco through these concerns and has internalized the experience into lessons learned and best practices for future deployments. This deployment is relevant as the USDA is able to oversee their agencies as a service provider, allowing simplified and scalable management of the environment, reducing operations expenditures and offsetting assets, and providing the ability to access voice services via a software client (softphone) on any USDA-approved device, as well as voice, video, and Instant Message/chat presence functionality. WWT analyzed various solution choices for the USDA (e.g., on-premise, cloud-based, hybrid) to address scalability and support through several workshops that included:	

- Prime Collaboration
- Unified Domain Manager-Voss
- Capacity Planning and Resource Allocation of Cisco UCS
- Demonstration and Overview of Cisco's new 88XX phones — this was received very well and impacted the USDA's direction with HCS-LE

Reference 9

Customer Information	
Entity Name: US Military Entrance Processing Command	Contact Name/Title: Dorothy McCormick, Contracting Officer
Customer Address: North Chicago, IL	Contact Phone: 502-824-8062
	Contact Email: dorothy.r.mccormick.civ@mail.mil
Project Information	
Years Serviced:	4
Annual Volume:	
Description of Service: The project is outlined below: • Has taken place within the past five years • Total installed switch count for this project was 154 across 63 sites • The maintenance services for the below project included hardware/ software maintenance, systems services maintenance from installation through test and acceptance, and transition to MEPCOM personnel The US Military Entrance Processing Command (MEPCOM) partnered with WWT to manage the development and implementation of MEPCOM's Cisco 4500E Switch Installation solution. WWT provided design, project management, configuration, deployment, testing, and onsite equipment rack, stack and replacement services to support the replacement of the Cisco 6500 series chassis Ethernet switches at approximately sixty-three (63) sites across the US, including testing, troubleshooting and day-after technical support services. To support this effort, WWT served as the onsite project team, providing the following services listed below: • Rack and Stack Services: - Installation of approximately eighty (80) Cisco 4507s and eight (8) Cisco 4510s across sixty-three (63) sites located throughout the US - Installation of approximately fifty-four (54) Cisco 3750s across sixty-three (63) sites located throughout the US • Prior to change window: - Inventoried all equipment and material for site cut-over - Identified and labeled up to thirty (30) cables that were required to be tracked and plugged into specific ports - Reviewed the Port Mapping document for re-cabling the connections as provided by the customer • During Change Window: - Unplugged all connections into the switches	

Customer Information

- Removed existing Cisco 6500 Chassis and set aside for disposal by others
- Installed new Cisco 4500 Chassis
- Set aside the labeled connections
- Connected labeled connections into designated switch ports per Port Mapping document provided by the customer
- Connected patch panel connections into switch
- Utilized all cable management provided, and professionally dressed each connection
- Loaded base configurations per the customer's provided process
- Post Migration:
 - Provided availability for any cabling questions and troubleshooting
 - Provided availability to assist with connectivity to switch console, per the engineer's instructions
 - Provided availability for one (1) day of post-cut support (first day live)
- A complete inventory of all equipment and material removed and installed onsite, including part and serial numbers when applicable
- Before and after photos of replaced equipment and cabling
- Collection and packaging of replaced equipment for shipment
- General – Project Management and Planning
 - WWT staffed this effort with a Project Manager to work in conjunction with the customer to ensure successful delivery of the project. WWT's Project Managers followed a methodology that incorporates project management best practices based closely on the Project Management Institute's Project Management Body of knowledge and is controlled by the WWT project governance model.

WWT provided both oral and written reports that highlighted milestones, action items, issues, risks, and schedule. The reports were provided per customer requirements, and highlighted items such as potential delays, impacts to the timeline, service impacts, or any ad hoc reporting as requested by the customer.

Design Engineering Support

WWT developed the design and implementation plan in accordance with the customer's specifications for solution deployment across multiple customer locations. A Bill of Materials (BOM) was included as part of the plan.

Equipment Procurement Support

WWT leveraged its partnerships and supply chain strengths to conduct procurement activities on behalf of the customer, and to accurately deliver the components listed in the BOM.

WWT provided the following training:

WWT provided knowledge transfer of new equipment installation, configuration, and the product line.

Reference 10

Customer Information	
Entity Name: Defense Information Systems Agency (DISA)	Contact Name/Title: Debra Powell-Schaffer, Contracting Officer
Customer Address: Scott Air Force Base, IL	Contact Phone: 618-229-9467
	Contact Email: debra.l.powell-schaffer.civ@mail.mil
Project Information	
Years Served:	5
Annual Volume:	
Description of Service: The project is outlined below: • This project has taken place within the past five years • The customer (DISA) has approximately 10,000 employees • The maintenance services for the below project took place for 1 year and included hardware/ software maintenance, systems services maintenance from installation through test and acceptance and transition to DISA to personnel WWT designed and Deployed a secure Cisco IP based hosted/centralized Voice/collaboration architecture and deployed it within the DISA data center facilities (DECCs) to offer services to DoD customers across the NIPRnet backbone. The EVoIP communications infrastructure was secured through segmenting collaboration network traffic from DoD data traffic, encrypting call paths over Virtual Private Network (VPN), and monitoring of traffic passed between DoD and EVoIP networks. WWT deployment engineers hardened both servers (virtualization layer and operating systems) and appliances following DoD (STIG) and Industry regulations for required services to be allowed through the firewalls and disallow all other traffic. In addition to the network, servers, and application security, WWT deployed the Cisco collaboration technology using DoD required certificate-based encryption for media, as well as two-factor identity management for desktop deployed soft client devices at the sites. WWT provided training to DISA resources through knowledge transfer sessions. This deployment included: • Furnished all Cisco Voice Servers, Hardware, Cisco Voice Gateways, Cisco Phone Sets, Cisco software, licenses, and Cisco hardware/software maintenance. • WWT Provided professional services around Consulting, Design, Project Management, installation and maintenance of Cisco Unified communications services applications, Voice messaging systems, Soft Clients, Voice Gateway's, IP phones sets, Session controllers, Voice Gateways. • WWT used its Integrated Technology Center Lab (ITC) to stage and integrate products prior to deployment. The staging required significant integration and configuration from multiple vendors to make the system operational under strict deployment schedule set by the customer. • Training was provided by holding knowledge transfer sessions with identified DISA personnel.	

I. Additional Information

ix. Provide any additional information relevant to this section.

We do not have additional information to include.

TAB 5 – Value Add

5.0 Value Add

A. Additional Information on Products and Services

WWT's high level Value Add *proposition for Region 4 ESC, OMNIA Partners, and Participating Public Agencies will benefit from:*

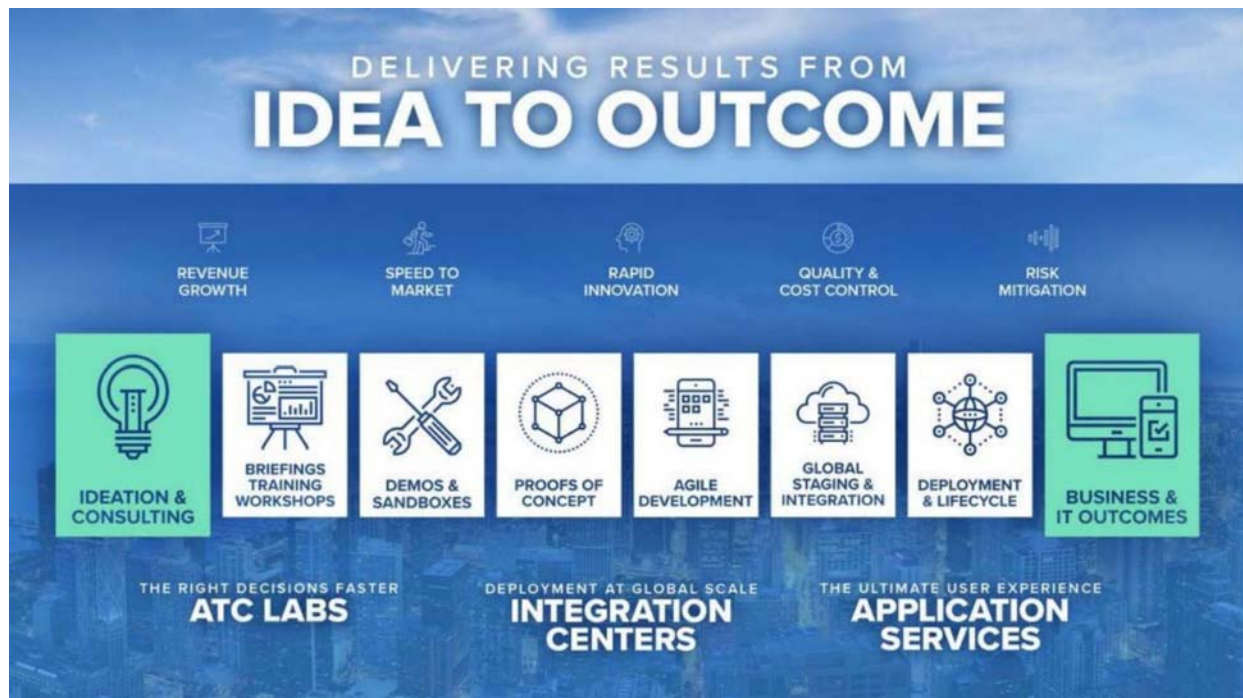
- *A dedicated SLED sales team to service and support this OMNIA Master Agreement, and a nationwide team of Account Managers to support the sales efforts.*
- *Consulting Systems Engineers that act in a pre-sales role to help customers fully understand the technical solution sets. Also, to help support, design and, configure of complex systems being proposed to the OMNIA Partners customers.*
- *Access to World Wide Technology's Advanced Technology Centers (ATC) lab environment and access to WWT facilities for Executive and Customer briefings, including trainings and workshops.*
- For any technical solutions utilizing our ATC, we can provide demonstrations, proof of concepts, and sandbox testing to match the customers' existing environment.

WWT knows every organization has a different approach to training employees on new products and content. Through a variety of flexible training options, WWT's Advanced Technology Center (ATC), global engineering talent, media production expertise, and highly skilled field trainers, we will work to ensure your new technology purchase is successfully adopted.

WWT's ATC is a B2B platform built on a collection of physical labs, virtualized to create a collaborative innovation ecosystem to design, build, educate and deploy innovative technology products, integrated architectural solutions, and digital business outcomes for our customers, partners, employees, and communities around the globe. This platform is open and available to all partners and customers at www.wwt.com.

WWT experts can host briefings or workshops with the individuals focused on improving the employee experience — human resources, IT, C-Suite, end-user computing practitioners — around topics like collaboration, end-user computing, security, enterprise architecture, or the overall digital workspace. These workshops will allow collaboration to identify gaps and desired outcomes while providing recommended next steps. In addition, customers can use our ATC to benefit from demonstrations of multi-vendor architectures, labs for mission-critical technology designs, and tech briefings on emerging and competing technologies.

WWT leverages the Idea-to-Outcome methodology to deliver services. The central premise is to establish an environment that allows companies to push themselves past the status quo and disrupt their legacy way of doing business. WWT first helps stakeholders to articulate their ideas, then refines the scope to a viable solution, and finally creates a business and technology roadmap to quickly deliver the desired results and fully optimize the investment.



This is WWT’s unique value—the ability to lead organizations through the planning and execution phases of their transformation.

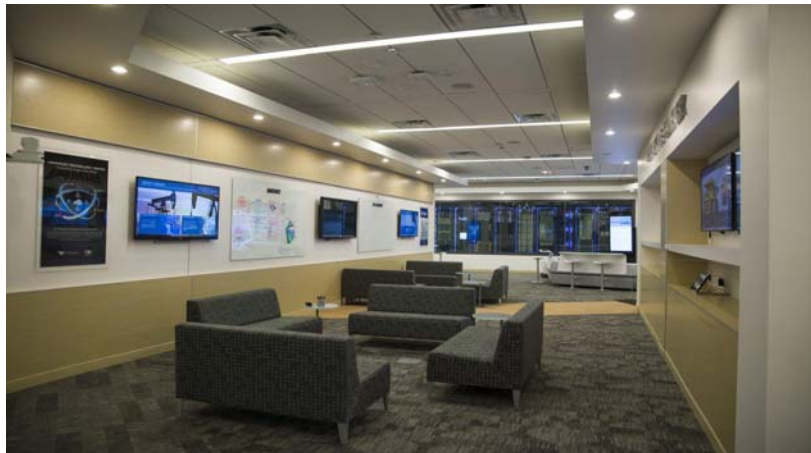
WWT has aligned our services offerings with our core technology disciplines. Using our proprietary tools and methodology, we deliver high-quality technology solutions with seasoned professionals who have years of field experience and hold the top certifications. Our professionals can consult with customers, perform assessment and design work, develop and deploy complex solutions, and work with customers to fully adopt the technology and maximize business outcomes.



Advanced Technology Center

WWT has invested in the Advanced Technology Center (ATC) to give our customers opportunities to evaluate multiple OEM technologies in a single, integrated, remotely accessible environment. Using the latest data center, collaboration, security and networking technologies, WWT engineers design and integrate systems to solve business and technical challenges facing public and private organizations.

More than 3,000 engineers and technical resources are available to perform product demonstrations in a virtual environment accessible from anywhere around the world. Our engineers stay current with the latest technology developments through continuous training and close working relationships with OEM personnel.



The ATC ecosystem is defined by the combined experience of WWT consulting systems engineers, IT operations and professional services engineers, along with the knowledge of peers from manufacturing partners and customers. Our engineers are constantly developing new ways to integrate technology, test products as they are introduced to market and define new architectures that address today's biggest business challenges.

Powered by a multi-tenant private-cloud infrastructure, the ATC is organized into four groups of labs for research and development, testing, training and integration. Key capabilities and benefits of the ATC include:

- An architecturally independent, multi-vendor view of technology and solutions, allowing customers to make the right choice for their specific technology environments
- Easy access to multiple software- and hardware-based demonstrations
- Remote or on-site access
- WWT engineers can perform product demonstrations in a virtual environment from anywhere around the world
- Customer evaluations, proofs of concept and pilot projects
- Features include technology infrastructure from leading OEMs, more than 250 racks of equipment, sandbox testing environments and a hands-on solution showcase center



B. Past Performance

- Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.***

Past Performance Examples

With a 30-year history of providing professional services and products to government agencies, we understand your unique challenges. WWT successfully provides professional services and products to numerous government, public, and private sector customers. Our professionals possess the skills, experience, technical acumen, and commitment to consistently deliver successful engagements across all markets. We have included some examples of our engagements for your review.

State of Missouri, Office of Administration – ITSD

WWT provides to the State of Missouri the full line of Cisco networking products and services including presales support; installation; engineering help desk, telephone, and electronic support; Cisco SMARTnet branded maintenance; training and professional services for agencies in the State of Missouri.

WWT provides professional services to support the design, acquisition and implementation of the State's network and network applications and in concert with the provision of Cisco hardware and software products acquired by the State.

WWT provides pre-sales design and engineering support to the state agency to allow the state agency to process an order, including current and new product information, configuration assistance and product pricing. WWT provides pre-sales design and engineering support on-site, by telephone and by email. WWT

assists in providing available Cisco certified training, when requested by the state. WWT provides SMARTnet maintenance services for hardware and software on-site in accordance with Cisco's coverage areas within the State of Missouri (both during and after the warranty). WWT provides advanced parts replacement not involving on-site personnel.

WWT provides a range of other services including electronic ordering, electronic invoicing, procurement, staging, configuration, shipping, deployment, and reverse logistics as needed to support the above activities. All activities are managed by the Missouri-based Client Management Team.

Project Examples:

- **Office of Administration – Unified Communication Encryption Engagement:** The State of Missouri requested WWT to perform a configuration change to their Cisco UC and UCCE infrastructure to add end-to-end encryption for data in transit and at rest. This project was required by the State of Missouri, so they are compliant with the IRS Encryption Requirements of Publication 1075.
- **Missouri State Highway Patrol – Unified Communications Upgrade and Migration:** MSHP requested WWT's assistance upgrading their current UC environment from version 10.5(2) to recommended version 12.5SU1 or latest agreed-upon version. MSHP requested support of an experienced Cisco Voice Engineer to assist in planning and performing the Cisco UC upgrade alongside the MSHP voice team providing knowledge transfer throughout.
- **Missouri Lottery – Cisco Security Configuration Services:** The Missouri Lottery requested WWT's assistance with configuring and fully operationalizing their Cisco Security technologies. These technologies include Cisco Firepower Threat Defense with FTD and ASA devices, Cisco Identity Services Engine, Cisco Stealthwatch Cloud (Private Network Monitoring), Cisco Umbrella, Threat Defense Dashboard, and AMP. All these technologies are deployed, but not configured to take full advantage of the product capabilities pertinent to the customer's requirements.

Denver International Airport (City and County of Denver)

- **Multi-year, Enterprise LAN/WAN Refresh, 2017-2019:** All Cisco Network solution designed and deployed throughout Denver International Airport in a four-phase deployment. Utilized the WWT North American Integration Center ("NAIC") for configuration and optimization of the hardware and software. Multiple deployment engineers on site throughout each phase of the deployments including Project Manager and Project Coordinator used for this project.
- **Hybrid VBlock Converged Solution for two Active/Active data centers including VMAX, Isilon Block Storage; Data Center Networking; Security & Virtualization.** Project began in 2015 and concluded in 2016. Utilized WWT NAIC for configuration and optimization of all solutions. Deployment engineers on site throughout delivery as well as a Project Manager.
- **Networking for Gate Expansion Project, 2019 – 2020:** All Cisco Network solution designed and deployed in Concourse A, Concourse B, Concourse C, De-icing Stations, and NOC. Utilized the WWT NAIC for configuration, optimization, and asset tagging of all hardware and software for the project.
- **Enterprise Wireless Solution for Main Terminal, Concourses, Underground Trains, Land Side, Out Buildings, Hangars and 54-mile campus at Denver International, 2012-ongoing:** Full design and

deployment. Utilized the WWT NAIC for configuration and optimization of the hardware and software. n-site deployment engineers; Project Manager, Project Coordinator staffed the deployment of this project.

- Great Hall Remodel Network & Data Center capacity add, 2020: Capacity add to Dell/EMC V-blocks & Isilon in the Data Centers, Network Capacity add for the Great Hall/Main Terminal area. Utilized the WWT NAIC for configuration and optimization of the hardware and software as well as for asset tagging of the hardware.

City of Seattle

- WWT was selected as the Prime Contractor for the City of Seattle's Unified Communications and Contact Center (UCCC) program for a 3-year contract in March 2020. The scope of this program is to replace 14,500 telephone lines on an aged Nortel PBX to a modern Cisco IP Telephony system. It also included the replacement of 38 contact centers with modern Cisco/Google technology for IVR, Agent & Supervisor management and Artificial Intelligence-based chatbots. WWT provided the full solution design as well as the procurement for all software and hardware on this program. While the City planned a three-year timeline for this program, WWT expects to have the major deliverables finished within 18 months. Ongoing support will continue for up to five years. WWT has 13 dedicated resources on this program and has accomplished several major milestones thus far, including the full build out of the new architecture.

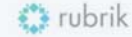
Additional Product Availability

As noted in Section 2.0 Products/Pricing WWT is offering all products we have access to for the OMNIA Partners contract. A sample listing of our top manufacturers can be found here.

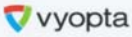
<https://www.wwt.com/atc/explore/partners>



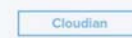
Data Center ^

 American Power Conversion (APC)	 American Power Conversion (APC)	 AWS (Amazon Web Services)	 Cisco	 Cohesity	 Commvault	 DataVoss	 Dell Technologies
 Eaton Corporation	 Hitachi	 HPE	 Intel	 Legrand	 NetApp	 Nutanix	 Panduit
 Pure Storage	 Qumulo	 Rubrik	 Seagate	 Splunk	 Veeam	 Veritas	 Vertiv

Digital Workspace ^

 2Ring	 Acqueon	 Appspace	 AudioCodes	 Avocor	 BrightSign	 Bucher-Suter	 Calabrio
 Cisco	 Citrix	 Dell Technologies	 eGain	 Google Cloud	 Intel	 Intrado	 IR Prognosis
 Jabra	 Kurmi	 Microsoft	 Oracle	 Poly	 Prism	 RedSky	 Riverbed
 Room Ready	 Samsung	 Singlewire Software	 SpinSci	 Synergy Sky	 Tanium	 Teem	 Upstream Works
 Vbrick	 Verint	 VMware	 Vyopta				

Multicloud Architecture ^

 Avi Networks	 Aviatrix	 AWS (Amazon Web Services)	 Check Point	 Cisco	 CloudBees	 CloudChecker	 Cloudian
 Cohesity	 Confluent	 Dell Technologies	 DivvyCloud	 Equinix	 F5	 GitLab	 Google Cloud
 HashiCorp	 Intel	 Microsoft	 Morpheus Data	 NetApp	 Netskope	 Palo Alto Networks	 Pure Storage
 Rancher	 Red Hat	 Rubrik	 Unitas Global	 VMware	 Zscaler		

Networking



Security Transformation



TAB 6 – Additional Required Documents

6.0 Appendix C – Additional Required Documents

A. Document #1: Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

January 13, 2021
Date


Vice President
Authorized Signature & Title

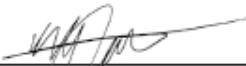
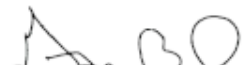
B. Document #2: Antitrust Certification Statements (Tex. Government Code § 2155.005)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<u>World Wide Technology, LLC</u>	Contact	
		Signature	
		Printed Name	Matthew Jenkins
Address	<u>1 World Wide Way</u>	Position with Company	Vice President
	<u>St. Louis, MO 63146</u>		
		Official Authorizing Proposal	
		Signature	
		Printed Name	Gregory Brush
Phone	<u>314-569-7000</u>	Position with Company	Vice President
Fax	<u>314-301-2721</u>		

Version April 13, 2020

C. Document #3: Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

D. Document #4: Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Gregory Brush, as an authorized representative
of

World Wide Technology, LLC, a contractor
engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

January 13, 2021
Date

E. Additional Agreements

Please see the additional links to agreements specific to several Manufacturers.

Cisco

https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

Palo Alto Networks

https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf

Pure Storage

<https://www.purestorage.com/content/dam/pdf/en/legal/pure-enduser-agreement.pdf>

TAB 7 – Additional Attachments

Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/28/2020																																																																					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																									
PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811			CONTACT NAME PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL: _____ ADDRESS: _____																																																																						
INSURED World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146			INSURER(S) AFFORDING COVERAGE		NAIC #																																																																				
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			INSURER B : New Hampshire Insurance Company		23841																																																																				
			INSURER C : National Union Fire Ins. Co. of Pittsburgh, PA		19445																																																																				
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CERTIFICATE HOLDER World Wide Technology, LLC 1 World Wide Way St. Louis, MO 63146				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>																																																																					

World Wide Technology

1 World Wide Way

St. Louis, MO 63146

314-569-7000

www.wwt.com



World Wide Technology



November 12, 2024

Carol Harting
Contracts Manager
World Wide Technology
1 World Wide Way
St. Louis, MO 63146
Email: Carol.Harting@wwt.com

Re: Renewal Award of Contract #R210407

Dear Ms. Harting:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that World Wide Technology has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 19, 2021, and subsequent performance thereafter:

Contract

Technology Solutions, Products, and Services

The contract will expire on May 31, 2026, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between World Wide Technology, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:
A handwritten signature in black ink that reads "Adam Tabor".

ASA9F62707BB46B...
Adam Tabor, MBA, RTSBA
Director, Procurement

DS
A handwritten signature in black ink that reads "CW".

SentinelOne Price List 2025

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QU
1	S1-CMPAI-EN-T3-S	Complete Protection Platform with AI (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Annual Purple Query, Standard Support Plan, SentinelOne, Inc. - S1-CMPAI-EN-T3-S Start Date: 08/11/2025 End Date: 08/10/2026	\$81.83	
2	S1-CMPAI-EN-T3-S	Complete Protection Platform with AI (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Annual Purple Query, Standard Support Plan, SentinelOne, Inc. - S1-CMPAI-EN-T3-S Start Date: 08/11/2025 End Date: 08/10/2026	\$81.83	
3	S1-CMPAI-CW-T3-S	Complete Cloud Workload Security with AI (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Annual Purple Query, Standard Support Plan, SLED, 1 Yr, 501 SentinelOne, Inc. - S1-CMPAI-CW-T3-S Start Date: 08/11/2025 End Date: 08/10/2026	\$162.23	
4	S1-CMPAI-CW-T3-S	Complete Cloud Workload Security with AI (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Annual Purple Query, Standard Support Plan, SLED, 1 Yr, 501 SentinelOne, Inc. - S1-CMPAI-CW-T3-S Start Date: 08/11/2025 End Date: 08/10/2026	\$162.23	

SentinelOne Price List 2025

VE NO.	PART NO.	DESCRIPTION	LIST PRICE
5	SP-RGR-ND-T3-S	Singularity Network Discovery (per Endpoint). Enterprise-wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents, SLED, 1 Yr, 501-1,000 Endpoint SentinelOne, Inc. - SP-RGR-ND-T3-S Start Date: 08/11/2025 End Date: 08/10/2026	\$36.48
6	SP-RGR-ND-T3-S	Singularity Network Discovery (per Endpoint). Enterprise-wide Discovery of IT/IoT, Attack Surface Reduction, Peer-to-Peer Deployment Capability for SentinelOne Agents, SLED, 1 Yr, 501-1,000 Endpoint SentinelOne, Inc. - SP-RGR-ND-T3-S Start Date: 08/11/2025 End Date: 08/10/2026	\$36.48
7	PF-PLT-FF-T1-S	Singularity Platform. Access to the Singularity Platform, includes initial SDL Ingest, SLED, 1 Yr SentinelOne, Inc. - PF-PLT-FF-T1-S Start Date: 08/11/2025 End Date: 08/10/2026	\$1,600.00

TOWN OF JUPITER
**Underground Utility Improvements for Indian Creek Park Restrooms, Public Works
Storage Building, Carl Street Watermain and Water Quality Sampling Stations**



DATE	August 19, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Approving a Revised Funding Schedule for an existing Unit Price Contract (W2334) with Deevan, Inc., for Underground Utility Improvements for Indian Creek Park Restrooms, Public Works Storage Building, Carl Street Watermain, and Water Quality Sampling Stations, with a combined total estimated value of \$500,000.

EXECUTIVE SUMMARY

Requesting approval to perform four additional small underground water utility projects, with a combined total estimated value of \$500,000, under an existing Unit Price Contract for Utility Infrastructure Repairs and Improvements (W2334) with Deevan, Inc.

On July 18, 2023, through Resolution 46-23, the Town Council approved the award of a non-exclusive, two-year, renewable unit price contract to Deevan, Inc., of Lake Park, Florida for Utility Infrastructure Repairs and Improvements (W2334). Spending limits for the contract were established by an anticipated annual funding table included in the contract, and included in Attachment 2 for this summary. This request is to increase the spending limits of the W2334 Contract to allow for construction of four additional small underground water utility projects to be completed in a timely and cost-effective manner. The four projects are as follows:

- Construct underground utilities to support the Indian Creek Park restrooms
- Construct a watermain with hydrant for the Public Works Storage Building, Ph 2 (currently under construction)
- Replace an existing aged, undersized watermain and provide fire protection on Carl Street
- Continue installation of water distribution system water quality sampling stations

Deevan has been successfully completing work under this contract since it was executed on September 12, 2023. Their work has proven to be beneficial in completing various small projects, including repairing and maintaining the water distribution system for scheduled and emergency work, in a timely, cost-effective, and professional manner.

Attachment 3 proposes a revised funding table to be added to the W2334 Contract by change order, which includes the four additional projects listed above and colored yellow in Attachment 3. Deevan's contract unit prices were utilized to estimate the value of work for each project. Each of the four additional projects is included in adopted or proposed Community Investment Program (CIP) projects as further explained herein.

Cost estimates obtained by the Parks and Engineering Departments for the underground utility improvements necessary for the Indian Creek Park restroom (R2200) and the Public Works storage building (E2200) were nearly \$250,000 and \$170,000, respectively. Based on Deevan's W2334 Contract unit pricing, those projects are estimated to be completed for approximately \$120,000 and \$110,000, respectively, a total savings of \$190,000. The other additions to the proposed revised funding table include \$120,000 to replace the existing undersized watermain on Carl Street. Carl Street is included in the scope of work and budget for the Eganfuskee/Carl Street/Clark Lane CIP project (W2515). Staff recognizes that cost savings can be realized by designing the Carl Street watermain replacement in-house and completing construction under Deevan's contract. Past installations of water quality sampling stations have been completed under a prior Utilities unit price contract, but the project was mistakenly omitted from the funding table in the W2334 contract, adopted by Resolution 46-23. Addition of \$150,000 to the funding table for Contract W2334 is requested to facilitate the installation of distribution system water quality sampling stations in FY2026. Funds are proposed in the FY2026 Distribution System Water Quality Sampling Stations (W2120) CIP project budget.

Consistent with the W2334 contract provisions, all work performed under the contract will be approved in writing by work order authorization from the Town, subject to appropriated fiscal year funding, and there is no minimum amount of work expressed or guaranteed to be performed under the Contract. Funding to construct the underground utilities to support the Indian Creek Park restrooms is appropriated and available in the R2200 CIP account. Funding for the replacement of the Carl Street watermain is appropriated and available in the W2515 CIP account. Nearly \$30,200 remains in the appropriated budget for the water quality sampling stations CIP (Acct W2120) and an additional \$150,000 is proposed in the FY2026 CIP to continue the project. A balance of \$2,705 remains in the appropriated CIP account E2200 to construct the watermain and hydrant at the Public Works storage building. A transfer of funds of an amount of \$110,000, from 310 Fund Reserves to account E2200, is requested to fully fund the remainder of the watermain improvements for the Public Works storage building. Should this request be approved, Utility staff will prepare a change order to Deevan's contract to amend the anticipated annual funding table.

The Town Attorney previously reviewed the Unit Price Contract for Utility Infrastructure Repairs and Improvements (W2334) with Deevan, Inc. with Resolution 46-23, when it was originally presented to the Town Council for approval and found it to be in acceptable form. This request does not modify any contractual language in the contract approved by Resolution 46-23 and simply requests to revise the anticipated annual funding table for the contract.

ANALYSIS

A Utility Infrastructure Repairs and Improvements (W2334) Contract was executed on September 12, 2023, between the Town of Jupiter and Deevan, Inc. through Resolution 46-23. The original funding schedule included in Deevan's Contract does not account for the installation of new utilities to support the planned restroom at Indian Creek Park, installation of underground utilities for fire protection at the Public Works storage building, replacement of an undersized, aged watermain on Carl Street, and continued installation of water quality sampling stations for the water Town's distribution system. Approval of a revised anticipated annual funding table for Contract W2334 with Deevan is proposed for approval, increasing the spending limit under the contract over the total possible 5-year term by \$500,000. Funding is available in appropriated CIP project budgets as noted in the Funding Source table below, with the exception of proposed FY2026 CIP funding for the water quality sampling stations and a

transfer of \$110,000 from the 310 Fund Reserves for construction of the watermain and hydrant at the Public Works storage building.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 46-23 signed
2. Original W2334 Annual Funding Table
3. Proposed W2334 Revised Annual Funding Table
4. FY2024 Adpteed ICP Restrooms R2200
5. FY2025 Adopted Public Works Renovations E2200
6. FY2025 Adopted Eganfuskee Distrib Improve CIP W2515
7. FY2025 Adopted CIP Water Quality Sample Stations W2120

FUNDING SOURCE

Amount of this Request	\$500,000	
Amount Approved in Budget	\$137,000 \$0 \$ 30,197* \$407,225	Sources: 31032572-562000-R2200 - Indian Creek Park Restrooms CIP 31031041-552000-E2200 - Public Works Storage Building Ph 2 CIP 40151033-563401-W2120 - Distribution System Water Quality Sampling Stations CIP 40151033-563401-W2515 - Eganfuskee/Carl St/Clark Ln CIP
Additional Funding Requested	\$110,000	Sources*: 310 Fund Reserves (E2200)

* Additional funding for Distribution System Water Quality Sampling Stations is proposed in the FY2026 CIP budget.

For more information or to request attachments, please contact Haley Johnson at HaleyJ@jupiter.fl.us and/or 561-741-2469.

RESOLUTION NO. 46-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A UNIT PRICE CONTRACT FOR UTILITY INFRASTRUCTURE REPAIRS AND IMPROVEMENTS (W2334) WITH DEEVAN, INC.

WHEREAS, the Town of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities of a unit price contract for Utility Infrastructure Repairs and Improvements (W2334); and

WHEREAS, the lowest responsive bid received by the Town for the Unit Price Contract for Utility Infrastructure Repairs and Improvements (W2334) was submitted by Deevan, Inc., of Lake Park, Florida on June 13th, 2023; and

WHEREAS, Deevan Inc's bid submitted on June 13th, 2023 for Utility Infrastructure Repairs and Improvements (W2334) was reviewed and found to be responsive to the bid requirements and suitable for award of the initial two-year term, in accordance with unit pricing in their bid and in accordance with currently appropriated funding in the Water Utility Community Investment Program (CIP) and fiscal year Water Utility Operating Budget and with funding to be appropriated in subsequent fiscal years in the Water CIP and fiscal year operating budgets; and

WHEREAS, the contract states that work to be 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 under this contract.

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

Section 1. The contract between the Town of Jupiter and Deevan, Inc. is hereby approved.

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

Section 3. Upon the acceptance and execution of the contract, Deevan, 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.

07/18/2023

The foregoing Resolution was offered this 18th day of July 2023 by Councilor Malise Sundstrom moved its adoption. The motion was seconded Councilor Ron Delaney and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JIM KURETSKI	X	
VICE-MAYOR CHERYL SCHNEIDER	Absent	
COUNCILOR RON DELANEY	X	
COUNCILOR CAMERON MAY	Absent	
COUNCILOR MALISE SUNDSTROM	X	

The Mayor thereupon executed Resolution 46-23

on this 20 day of July, 2023.

ATTEST:

TOWN OF JUPITER, FLORIDA

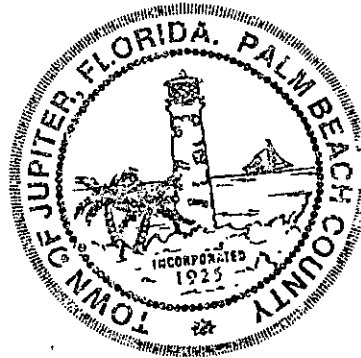
ATTEST:

BY:

Laura E. Cahill
LAURA E. CAHILL
TOWN CLERK

Jim Kuretski
JIM KURETSKI
MAYOR

(TOWN SEAL)



Thomas J. Baird, Esq.
THOMAS J. BAIRD, ESQ.
Approved as to form and
legal sufficiency

Schedule of Proposed Funding
Unit Price Contract for Utility Infrastructure Repairs & Improvements (W2334)

Fiscal Year	Project Location	Project Description	Estimated Annual Value	Funding Source
2024	Whispering Trails Phase 1	Replace Valves, Hydrants and Services	\$70,000	Water Asset Maint. CIP
2024	Ocean Walk Phase 1	Replace Valves, Hydrants and Services	\$85,000	Water Asset Maint. CIP
2024	Chasewood South	Replace Valves, Hydrants and Services	\$50,000	Water Asset Maint. CIP
2024	Various Locations	Installation of Water Quality Sampling Stations	\$80,000	Sampling Station CIP
2024	Various Locations	Large Meter Replacements	\$40,000	Large Meter CIP
2024	Various Locations	Emergency and Unexpected Repairs	\$150,000	Water Field Operating R&M
		2024 Total	\$475,000	
2025	Eagles Nest Phase 2	Replace Valves, Hydrants and Services	\$80,000	Water Asset Maint. CIP
2025	Whispering Trails Phase 2	Replace Valves, Hydrants and Services	\$95,000	Water Asset Maint. CIP
2025	Ocean Walk Phase 2	Replace Valves, Hydrants and Services	\$95,000	Water Asset Maint. CIP
2025	Various Locations	Large Meter Replacements	\$40,000	Large Meter CIP
2025	Various Locations	Emergency and Unexpected Repairs	\$150,000	Water Field Operating R&M
		2025 Total	\$460,000	
		Initial Contract Term Total	\$935,000	
2026	Ocean Dunes	Replace Valves, Hydrants and Services	\$50,000	Water Asset Maint. CIP
2026	Beachcomber Phase 1	Replace Valves, Hydrants and Services	\$65,000	Water Asset Maint. CIP
2026	Admiral's Cove	Replace Valves, Hydrants and Services	\$50,000	Water Asset Maint. CIP
2026	Various Locations	Large Meter Replacements	\$40,000	Large Meter CIP
2026	Various Locations	Emergency and Unexpected Repairs	\$150,000	Water Field Operating R&M
		2026 Total	\$355,000	
2027	Shores	Replace Valves, Hydrants and Services	\$30,000	Water Asset Maint. CIP
2027	Palm Beach Country Estates	Replace Valves, Hydrants and Services	\$30,000	Water Asset Maint. CIP
2027	The Heights of Jupiter	Replace Valves, Hydrants and Services	\$50,000	Water Asset Maint. CIP
2027	Beachcomber Phase 2	Replace Valves, Hydrants and Services	\$40,000	Water Asset Maint. CIP
2027	Various Locations	Large Meter Replacements	\$40,000	Large Meter CIP
2027	Various Locations	Emergency and Unexpected Repairs	\$150,000	Water Field Operating R&M
		2027 Total	\$340,000	
		1st Renewal Contract Term Total	\$695,000	
2028	Jupiter Ocean & Racquet Club	Replace Valves, Hydrants and Services	\$100,000	Water Asset Maint. CIP
2028	Jupiter Gardens Condos	Replace Valves, Hydrants and Services	\$50,000	Water Asset Maint. CIP
2028	Mallards Cove Phase 2	Replace Valves, Hydrants and Services	\$75,000	Water Asset Maint. CIP
2028	Various Locations	Large Meter Replacements	\$40,000	Large Meter CIP
2028	Various Locations	Emergency and Unexpected Repairs	\$150,000	Water Field Operating R&M
		2028 Total	\$415,000	
		Final Renewal Contract Term Total	\$415,000	
		5-Year Total Contract Value	\$2,045,000	

Attachment 3 - Contract W2334,
Proposed Revised Annual Funding
Table

Anticipated Annual Funding (Revised)
Town of Jupiter Utilities
Unit Price Contract for Utility Infrastructure Repairs & Improvements (W2334)

Year	Project Location	Project Description	Original Approved Contract Spending Limits	Proposed Revised Contract Spending Limits	Source	Requested Increase
2024	Whispering Trails Phase 1	Replace Valves, Hydrants and Services	\$ 70,000	\$ 70,000	Water Asset Maint. CIP	
2024	Ocean Walk Phase 1	Replace Valves, Hydrants and Services	\$ 85,000	\$ 85,000	Water Asset Maint. CIP	
2024	Chasewood South	Replace Valves, Hydrants and Services	\$ 50,000	\$ 50,000	Water Asset Maint. CIP	
2024	Various Locations	Installation of Water Quality Sampling Stations	\$ 80,000	\$ 80,000	Sample Station CIP	
2024	Various Locations	Large Meter Replacements	\$ 40,000	\$ 40,000	Large Meter CIP	
2024	Various Locations	Emergency and Unexpected Repairs	\$ 150,000	\$ 150,000	Water Field Operating R&M	
2025	Eagles Nest Phase 2	Replace Valves, Hydrants and Services	\$ 80,000	\$ -	Water Asset Maint. CIP	
2025	Whispering Trails Phase 2	Replace Valves, Hydrants and Services	\$ 95,000	\$ 95,000	Water Asset Maint. CIP	
2025	Ocean Walk Phase 2	Replace Valves, Hydrants and Services	\$ 95,000	\$ 95,000	Water Asset Maint. CIP	
2025	Toney Penna Dr	Toney Penna 24" Water Main Restraints	\$ -	\$ 134,000	Toney Penna Valve Replacement CIP	
2025	Various Locations	Large Meter Replacements	\$ 40,000	\$ 40,000	Large Meter CIP	
2025	Various Locations	Emergency and Unexpected Repairs	\$ 150,000	\$ 96,000	Water Field Operating R&M	
2025	Indian Creek Park	Underground Utilities for Restrooms	\$ -	\$ 120,000	Indian Creek Park Restroom CIP	\$ 120,000
2025	Public Works Storage Bldg	Underground Utilities for Fire Protection	\$ -	\$ 110,000	Public Works Maint Facility Renovations CIP	\$ 110,000
		Initial 2-year Contract Term Totals	\$ 935,000	\$ 1,165,000		\$ 230,000
2026	Eagles Nest Phase 2	Replace Valves, Hydrants and Services	\$ -	\$ 65,000	Water Asset Maint. CIP	
2026	Ocean Dunes	Replace Valves, Hydrants and Services	\$ 50,000	\$ 50,000	Water Asset Maint. CIP	
2026	Beachcomber Phase 1	Replace Valves, Hydrants and Services	\$ 65,000	\$ -	Water Asset Maint. CIP	
2026	Admiral's Cove	Replace Valves, Hydrants and Services	\$ 50,000	\$ 50,000	Water Asset Maint. CIP	
2026	Carl St Watermain Replacement	Replace Valves, Hydrants and Services	\$ -	\$ 120,000	Eganfuskee/Carl/Clark Imrp CIP	\$ 120,000
2026	Various Locations	Installation of Water Quality Sampling Stations	\$ -	\$ 150,000	Water Quality Sample Station CIP	\$ 150,000
2026	Various Locations	Large Meter Replacements	\$ 40,000	\$ 40,000	Large Meter CIP	
2026	Various Locations	Emergency and Unexpected Repairs	\$ 150,000	\$ 150,000	Water Field Operating R&M	
2027	Mallards Cove	Replace Valves, Hydrants and Services	\$ 30,000	\$ 30,000	Water Asset Maint. CIP	
2027	Jupiter Gardens Condos	Replace Valves, Hydrants and Services	\$ 30,000	\$ 30,000	Water Asset Maint. CIP	
2027	Little Club Homes Phase 1	Replace Valves, Hydrants and Services	\$ 50,000	\$ 50,000	Water Asset Maint. CIP	
2027	Little Club Homes Phase 2	Replace Valves, Hydrants and Services	\$ 40,000	\$ 40,000	Water Asset Maint. CIP	
2027	Various Locations	Large Meter Replacements	\$ 40,000	\$ 40,000	Large Meter CIP	
2027	Various Locations	Emergency and Unexpected Repairs	\$ 150,000	\$ 150,000	Water Field Operating R&M	
		Contract Renewal 2-year Term Totals	\$ 695,000	\$ 965,000		\$ 270,000
2028	Jupiter Ocean & Racquet Club	Replace Valves, Hydrants and Services	\$ 100,000	\$ 100,000	Water Asset Maint. CIP	
2028	Beachcomber Phase 1	Replace Valves, Hydrants and Services	\$ 50,000	\$ 50,000	Water Asset Maint. CIP	
2028	Beachcomber Phase 2	Replace Valves, Hydrants and Services	\$ 75,000	\$ 75,000	Water Asset Maint. CIP	
2028	Various Locations	Large Meter Replacements	\$ 40,000	\$ 40,000	Large Meter CIP	
2028	Various Locations	Emergency and Unexpected Repairs	\$ 150,000	\$ 150,000	Water Field Operating R&M	
		Final Contract Renewal 1-year Term	\$ 415,000	\$ 415,000		\$ -
		Total 5-Year Contract Spending Limit	\$ 2,045,000	\$ 2,545,000		\$ 500,000

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2024 - 2028	
Strategic Priority : Green, Blue, & Open Spaces	Department : Engineering Project No. : R2200
Project Name : Indian Creek Park Restroom Building	Year(s) : 2022 - 2025 Projected In-Service Date : 2024
Project Description : Design and Construction of a small restroom building (men's and women's) with associated site utilities and access improvements.	
Link to Strategic Plan : Maintain, promote and enable access to parks where residents can pursue an active, outdoor lifestyle	
Need, Justification, Benefits : This park has a number of amenities and features including a large playground, outdoor exercise equipment, volleyball and basketball courts. Having a small restroom building will improve resident comfort when using the park.	
Location & Area Map	Project Photo
	
Comments : The costs for construction of the facility have been aligned with the construction of the playground improvements in 2024.	

TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2024 - 2028

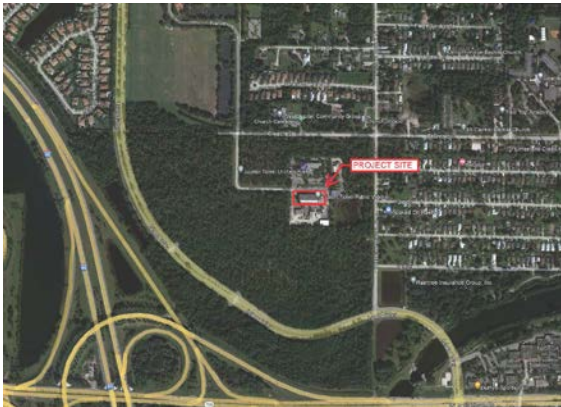
Project Name :	Indian Creek Park Restroom Building	Project No.	R2200
Strategic Priority :	Green, Blue, & Open Spaces		
Department :	Engineering		

Project Budget :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
Engineering	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000
Construction	\$0	\$375,000	\$0	\$0	\$0	\$0	\$0	\$375,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other - Right of Way	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$75,000	\$375,000	\$0	\$0	\$0	\$0	\$0	\$450,000

Funding Sources :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
General revenues	\$75,000	\$375,000	\$0	\$0	\$0	\$0	\$0	\$450,000
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & Deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$75,000	\$375,000	\$0	\$0	\$0	\$0	\$0	\$450,000

Operating :	Prior to 2024	2024	2025	2026	2027	2028	After 2028	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Previous Years	Prior to FY2019	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	N/A	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$50,000	\$25,000		\$75,000
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Balance								\$75,000

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029				
Project Name: Public Works Maintenance Facilities Renovations		Department: Engineering		
Link to Strategic Plan/Strategic Result: Organizational Excellence		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Project #: E2200</td> <td style="padding: 5px;">Projected In-Service Date: 2025</td> </tr> </table>	Project #: E2200	Projected In-Service Date: 2025
Project #: E2200	Projected In-Service Date: 2025			
Project Description and Justification: Project Description: This scope of work expands the compound fence, provides additional graded base rock area for outdoor storage, constructs a 4,500 SF structure with one air conditioned bay, constructs a three bay metal storage structure, demolishes existing pole barn, constructs a open air area for storage of equipment/materials, constructs bulk material bins, a larger diesel storage tank for Town vehicles, and provides the stormwater infrastructure to support these facilities. This project also modifies the existing Public Works Storage Building to add a backup generator, additional insulation as needed, and air conditioned office space. This project also provides a master plan of the maintenance complex, reviewing all functions and department spaces which operate in the area so the Town can plan for future renovations and space needs. Justification: The Town's growth has led to the need for additional office and equipment/material storage within the Maintenance Complex. This project provides office space and dry storage/protection from the elements for various valuable materials/equipment and a segregated storage location for various materials; base rock, crusher stone, and sand as well as spoil or waste (such as damaged concrete sidewalks).				
Fiscal Yr	Scope	Budget		
2025	Construction: Construction compound fence, provides additional graded base rock area for outdoor storage, constructs a 4,500 SF structure with one air conditioned bay with office space, constructs a three bay metal storage structure, demolishes existing pole barn, constructs a open air area for storage of equipment/materials, add air conditioning and office space to one bay of existing metal building, constructs bulk material bins, a larger diesel storage tank for Town vehicles, and provides the stormwater infrastructure to support these facilities. The work also includes field office upgrades.	\$2,075,000		
2026				
2027				
2028				
2029				
Project Photo(s) / Map of Location				
 				

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

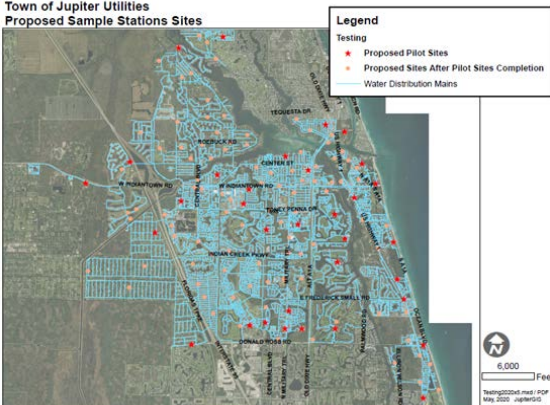
Project Name:							Department:
Public Works Maintenance Facilities Renovations							Engineering
Link to Strategic Plan/Strategic Result:							Project #:
Organizational Excellence							E2200
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$364,746	\$0	\$0	\$0	\$0	\$0	\$364,746
Construction	\$0	\$2,075,000	\$0	\$0	\$0	\$0	\$2,075,000
Equipment	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$404,746	\$2,075,000	\$0	\$0	\$0	\$0	\$2,479,746
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$404,746	\$0	\$0	\$0	\$0	\$0	\$404,746
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$2,075,000	\$0	\$0	\$0	\$0	\$2,075,000
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$404,746	\$2,075,000	\$0	\$0	\$0	\$0	\$2,479,746
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$0	\$20,000	\$186,000	\$198,746	\$404,746
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$4,779	\$4,779
Balance							\$399,967

FY2024 Amendmend by \$123,917

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029			
Project Name:		Department:	
Eganfuskee/Carl St/Clark Ln Distribution Improvements		Utilities	
Link to Strategic Plan/Strategic Result:		Project #:	Projected In-Service Date:
Safety / Fiscal Responsibility		W25XX	2026
Project Description and Justification: Existing watermains at the end of Eganfuskee Street, Waldemar Road, Body Court, Carl Street, and Clark Lane consist of asbestos cement (AC) pipe constructed in 1971 that is undersized for current fire protection levels of service. Under this project, undersized AC watermains will be replaced with properly sized PVC or ductile iron pipe. Valves, hydrants, and water services from the main to the meter will also be replaced for improved system isolation and fire protection. This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by managing the renewal and replacement of water system assets to provide well maintained infrastructure at established levels of service. These activities enable the Utility to provide safe and reliable drinking water plus necessary fire protection, that meets all regulatory requirements. In 2019, watermains were replaced on Elsa Road, Paulina Road, and a portion of Yacht Club Drive with construction of drainage improvements on Elsa and Paulina Roads. This project represents a continuation of the prior improvements. Staff report frequent line breaks on Waldemar Rd and Body Court especially after heavy rainfall events necessitating extensive restoration to the roadway and private property. The project budget has been increased by \$83,155 in accordance with current construction market pricing.			
Location(s) and Program Schedule			
Fiscal Yr	Scope	Budget	
2025	Design, permitting and construction of watermain improvements	\$520,000	
2026		\$0	
2027		\$0	
2028		\$0	
2029		\$0	
Project Photo(s) / Map of Location			
			

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
Eganfuskee/Carl St/Clark Ln Distribution Improvements							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							W25XX
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$88,400	\$0	\$0	\$0	\$0	\$88,400
Construction	\$0	\$431,600	\$0	\$0	\$0	\$0	\$431,600
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$0	\$520,000	\$0	\$0	\$0	\$0	\$520,000
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$520,000	\$0	\$0	\$0	\$0	\$520,000
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$520,000	\$0	\$0	\$0	\$0	\$520,000
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Balance							\$0

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name: Distribution System Water Quality Sampling Stations		Department: Utilities
Link to Strategic Plan/Strategic Result: Safety / Fiscal Responsibility		Project #: W2120
		Projected In-Service Date: 2025-2027
Project Description and Justification: Drinking water regulations require that water systems sample, test and report monthly results for bacteriological (bac't) activity at a representative number of locations in the distribution system. Jupiter Utilities' laboratory is required to collect bac't samples at 130 locations each month. For many years, bac't samples have been collected from hose bibs located on residential and commercial buildings, which can be problematic and easily susceptible to contamination. Bac't samples that have been contaminated by external factors (dirt, grime, animal excrement, etc. on the hose bib) can result in "false positive" bac't results that are not representative of the distribution system water quality, requiring additional sampling and potentially public notice including a boil water order. This project proposes to expand upon the previously approved pilot program under which 31 sample stations were installed and complete the conversion to dedicated water quality sampling stations at the remaining 99 compliance monitoring locations in the distribution system. This project supports the Town's Strategic Plan Results of Fiscal Responsibility and Safety by enabling Water Utility laboratory staff to collect and test reliable water quality samples and meet regulatory compliance requirements ensuring safe and reliable drinking water is delivered to our customers. In addition, the stations will be more accessible to lab staff and avoid having to enter private property to obtain monthly water samples.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Install 30-35 distribution system water sampling stations	\$100,000
2026	Install 30-35 distribution system water sampling stations	\$100,000
2027	Install 30-35 distribution system water sampling stations	\$100,000
2028		\$0
2029		\$0
Project Photo(s) / Map of Location		
Town of Jupiter Utilities Proposed Sample Stations Sites   		

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
Distribution System Water Quality Sampling Stations							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							W2120
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$400,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$400,000
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$400,000
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$100,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$400,000
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Amount Expended	\$0	\$0	\$590	\$15,842	\$0	\$72,763	\$89,195
Balance							\$10,805

TOWN OF JUPITER
Sims Creek Preserve Public Access and Bioretention Area



DATE	August 19, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	Approval of Resolution 54-25 for the Authorization of Contract No. NR2025-02 with Sajo Management Group, LLC for the installation of public access improvements and a bioswale retention area at the Sims Creek Preserve open space property in an amount not to exceed \$297,004.60.

EXECUTIVE SUMMARY

Consideration of Resolution 54-25 by the Town Council for the approval of the award of Contract No. NR2025-02, Sims Creek Preserve Public Access & Bioretention, with Sajo Management Group, LLC (dba SMG Contractors) in an amount not to exceed \$297,004.60. The project scope includes the installation of a vehicular drive aisle and parking area, a sidewalk from Center Street, and the creation of a bioretention area on the south side of the property.

Staff posted a request for proposals on Demand Star and received a total of three (3) bids for the project. The bids were received and opened on Monday, June 23, 2025, and can be found in the attached Bid Tabulation Sheet (Attachment 4). Town staff reviewed the bids received and found that Sajo Management Group, LLC was the lowest, most responsible bidder. Staff also reviewed and vetted the references, the types of previous work completed, and their adherence to budget and timeframes.

The Town Attorney reviewed the contract and resolution for legal sufficiency and finds them to be in an acceptable form.

ANALYSIS

The Town Council approved the site plan and special exception application for Sims Creek Preserve on October 17, 2019, which included a parking lot, kayak launch, landscaping and bioretention area (see Attachment 6 - Approved site plan). The Town had requested Loxahatchee River Preservation Initiative (LRPI) Grants in 2021, 2022, and 2023; however, the grant was not awarded to the Town until 2024. In 2023, the kayak launch was installed utilizing \$25,000 of funding from the Jupiter Inlet District, and the north landscape buffer and fence abutting the residential home was installed using limited funds in the approved Capital Investment Program (CIP). The majority of the construction improvements (now proposed) were held off until the Town had adequate funding augmented by the \$100,000 LRPI grant awarded in 2024. All construction documents are finalized and permitting with Florida Department of Environmental Protection and Palm Beach County's Engineering and Public Works have been approved. Final landscaping for the project will be bid out separately with a landscape contractor for installation during the summer rainy season of 2026, after this phase of construction is completed.

In order to proceed with the public access improvements and bioretention area of the project, Town staff requests Town Council's approval of Contract No. NR2025-02, as outlined in Resolution 54-25.

STRATEGIC PRIORITY

- Green, Blue & Open Spaces

ATTACHMENTS

1. Resolution 54-25 with Exhibit A - Draft Contract
2. SMG Contractors Bid Proposal
3. Sims Creek Preserve CIP
4. Bid Tabulation Form
5. Sims Creek Preserve Site Plan

FUNDING SOURCE

Amount of this Request	\$297,004.60	Sims Creek Preserve Approved in 2024 CIP 31032572-563000-R1703
Amount Approved in Budget	\$106,617	Sources: General Revenues
LRPI Reimbursement Grant Openspace Funds Escrow Environmental	\$100,000 \$48,246 \$15,460	Sources: Loxahatchee River Preservation Initiative Source: Escrow Funding 310- 281208 Source: Escrow Funding 310- 220811
Additional Funding Requested	\$26,682	Sources: Environmental Preservation escrow 310-220811

For more information or copies of the attachments, please contact Ashley Reeves at Ashleyr@jupiter.fl.us or at 561-741-2384.

1
2 **RESOLUTION NO. 54-25**

3 **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN**
4 **OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING**
5 **THE MAYOR TO EXECUTE A CONTRACT WITH SAJO**
6 **MANAGEMENT GROUP, LLC FOR THE INSTALLATION**
7 **OF CERTAIN CAPITAL IMPROVEMENTS WITHIN SIMS**
8 **CREEK PRESERVE; AND PROVIDING FOR AN**
9 **EFFECTIVE DATE.**
10
11

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

14 **WHEREAS**, the Town's Planning and Zoning Department solicited bids for certain
15 improvements to be installed at Sims Creek Preserve; and

16 **WHEREAS**, the work would include the installation of permeable pavers for a
17 vehicular drive aisle and parking area, pedestrian sidewalk, various site amenities and
18 a landscaped bioswale retention area (the "improvements");

19 **WHEREAS**, the improvements will provide public access and amenities at Sims
20 Creek Preserve; and

21 **WHEREAS**, the improvements will implement the Town Council's 2025-2027
22 Strategic Priority to "Protect Open Spaces";

23 **WHEREAS**, the Town Council has determined that Sajo Management Group,
24 LLC is qualified to provide the services sought by the Town for the improvements;

25 **WHEREAS**, the Town Council has determined that it should award a contract
26 for \$297,004.60 to Sajo Management Group, LLC; and,

27 **WHEREAS**, the funding for the improvements will come from Town budgeted
28 funds from the Sims Creek Preserve CIP (Project #R1703), and a reimbursement grant

Resolution# 54-25

Page B

from the Loxahatchee River Preservation Initiative.

NOW, THEREFORE be it resolved by the Town Council of the Town of Jupiter,
Florida, that:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is authorized and directed to execute the contract with
Sajo Management Group, LLC in an amount not to exceed \$297,004.60, a copy of which
is attached hereto and incorporated herein as Exhibit "A".

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

#6754375 v1 26503-00001

NR 2025-02

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
SAJO MANAGEMENT GROUP, LLC

THIS CONTRACT, made this _____ day of _____, 2025, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and Sajo Management Group, LLC, 1615 South Congress Avenue Suite 103, Delray Beach, Florida 33445, a (Florida) Corporation, FEID Number 27-0110815 hereinafter designated as "the CONTRACTOR".

WITNESSETH THAT

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

WHEREAS, the TOWN is empowered to enter into contractual arrangements with private corporations pursuant to Florida Statutes; and

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

WHEREAS, the TOWN solicited bids and received responses on or before June 23, 2025 for construction services to provide certain capital improvements to the property known as the Sims Creek Preserve (the Site); and

WHEREAS, the CONTRACTOR responded to the TOWN'S solicitation and represented that it is qualified and willing to provide the solicited services; and

WHEREAS, the TOWN has found the CONTRACTOR'S response to be responsive and that it is qualified and therefore agrees to enter into a CONTRACT with the CONTRACTOR; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for funding Contract No. NR 2025-02, entitled Sims Creek Preserve Public Access & Bioretention, Palm Beach County (the CONTRACT);

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



1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents, as incorporated herein pursuant to section 4, below (the Project).

CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In accordance with Florida Statutes 205.065, CONTRACTOR shall also provide a current Department of Professional Regulation certificate.

2. TERM AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of one hundred and fifty (150) calendar days thereafter (the Term). The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a written, approved amendment to the CONTRACT.
- 2.3. Failure to complete the Project within the Term will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty \$100.00, for each and every calendar day elapsing after the end of the Term, or any written amendment given by the TOWN to the CONTRACT extending the Term .
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum withheld by the TOWN, as Liquidated Damages. The TOWN shall be entitled to recover any Liquidated Damages which exceed the sum withheld in the CONTRACT.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed Two Hundred Ninety-Seven Thousand Four Dollars and Sixty Cents (\$297,004.60).
- 3.2. The CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, for the

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indemnification agreement in Paragraph 5 of this CONTRACT.

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

4. CONTRACT DOCUMENTS

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

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans as follows:
Exhibit A – Sims Creek Preserve Plan Set
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms
- 4.5. Performance and Payment Bonds for CONTRACT work

5. INDEMNIFICATION

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

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and description arising from, based upon, or growing out of the violation of any federal, state, county or town law, ordinance or regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the Project, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the Site or otherwise ensure compliance with the CONTRACT.

- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to the TOWN'S reasonable attorney's fees and costs (including any appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

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

7. GOVERNING LAW / VENUE

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

8. CONTRACT AMENDMENTS

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

9. NO ASSIGNMENT

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

10. ATTORNEY FEES

If either party is required to enforce the CONTRACT whether or not it takes a specific legal action, including appeals, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. INDEPENDENT CONTRACTOR

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

12. FUNDING

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

13. RIGHT TO AUDIT

The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for ten (10) fiscal years from the date of final payment.

14. RISK OF LOSS

The risk of loss or destruction to the Project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the CONTRACTOR until all goods and materials to be used in the work are incorporated into the Project at the site for its intended purpose and use and final inspection, acceptance and payment for the Project has been made by the TOWN. Title to the goods shall pass to the TOWN upon delivery and final acceptance of the entire Project by the TOWN, notwithstanding the fact that periodic payments may have been made during the course of the contract.

15. FORCE MAJEURE

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



16. COMPLIANCE WITH LAWS

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

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

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state county and town laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve it from the responsibility of compliance therewith.

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

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

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC RECORDS

18.1 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 Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

18.2 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 contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

19. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

19.1. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing work, providing supplies, or services under this CONTRACT.

19.2. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, CONTRACTOR 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.

19.2.1. CONTRACTOR must provide evidence of compliance with Section 448.095, Florida Statutes. 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.

19.2.2. Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the 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 CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

20. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to a contract 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 CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR 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 the CONTRACTOR 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 for any work or materials furnished.

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21. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to a contract 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.

The CONTRACTOR, 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 the CONTRACTOR 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 for any work or materials furnished.

22. INTEGRATION/SUCCESSORS AND ASSIGNS

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

23. NON-EXCLUSIVITY

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

24. NO WAIVER

Changes made by the Town's Engineer will not be considered to waive any of the provisions of the CONTRACT, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed.

25. NOTICE

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

Attention: Town of Jupiter
Stephanie Thoburn

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Assistant Director of Planning and Zoning
210 Military Trail
Jupiter, FL 33458-5786

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

Attention: SMG Contractors
1615 S Congress Ave #103
Delray Beach, FL 33445

26. SEVERABILITY

Should any part, term or provision of this CONTRACT be determined by a court of competent jurisdiction to be invalid, illegal or in conflict with any law of the Florida or the United States of America, the validity of the remaining portion or provision shall not be affected thereby.

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

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

ATTEST

THE TOWN OF JUPITER

By: _____
Merriane Lahmeur, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

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Town



Title

Title



STATUTORY PAYMENT BOND REQUIRED BY SECTION 255.05 F.S.

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute Section 255.05, as amended from time to time, We, _____ as Principal, hereinafter referred to as “CONTRACTOR”, with is principal business address of _____ and its principal business telephone number of: () ____ - ____ and, _____ as SURETY, with is principal business address of _____ and its principal business telephone number of: () ____ - ____ are jointly and severally bound to the Town of Jupiter, Florida, as the Oblige and hereinafter referred to as the “OWNER” and which is the fee simple owner of the real property to be improved and is generally located _____ in the Town of Jupiter, Florida, and being legally described as follows: _____, hereinafter referred to as the “Property”, in the amount of _____ Dollars (\$_____) for the payment whereof, the CONTRACTOR and the SURETY hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the CONTRACTOR has entered into a Contract, Bid/Contract/Project No.: _____, awarded the ____ day of _____, 2025, with the OWNER for _____, in accordance with the bid and contract documents issued by the OWNER, including but not limited to, the drawings, specifications and plans prepared by _____, which bid and contract documents are by reference made a part hereof, and all such documents are collectively hereafter referred to herein as the Contract;

THE CONDITIONS OF THIS PAYMENT BOND ARE THAT IF THE CONTRACTOR:

1. Performs the Contract dated _____, 2025, between the OWNER and the CONTRACTOR for the construction of _____, the Contract being made a part of this Bond as if fully incorporated herein, at the times and in the manner prescribed in the Contract;
2. Promptly makes payments to all persons/claimants as defined by Florida Statute Sections 255.05(1), and Section 713.01, as amended who furnish and supply the CONTRACTOR with all labor, services, materials and supplies, used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in the Contract; then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - a. A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
 - b. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the SURETY written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.



3. Pays the OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the OWNER sustains because of the default of the CONTRACTOR under the Contract; and
4. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages, caused by or arising out of the acts, omissions or negligence of the CONTRACTOR and its sub-contractors, agents, employees, volunteers, and representatives), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings that OWNER sustains because of default by CONTRACTOR under the Contract.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect the SURETY's obligations under this Bond. The SURETY hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect SURETY's obligation under this Bond.

Signed and sealed this day ____ of _____, 2025, in the presence of.

WITNESSES

CONTRACTOR (Principal):

By: _____

Printed Name and Title:

(AFFIX SEAL)

State of

County of

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by (Name of Corporate Officer) _____, as (Title) _____ of (Name of Corporation) _____, who is personally known to me or who produced _____ as identification and who did / did not take an oath.

(NOTARY SEAL)

Notary Public – State of _____

Printed Name

WITNESSES

SURETY:

By: _____

Printed Name and Title:



(AFFIX SEAL)

State of

County of

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by (Name of Corporate Officer)_____, as (Title)_____ of (Name of Corporation)_____, who is personally known to me or who produced _____ as identification and who did / did not take an oath.

(NOTARY SEAL)

Notary Public – State of _____

Printed Name



STATUTORY PERFORMANCE BOND REQUIRED BY SECTION 255.05 F.S.

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute Section 255.05, as amended from time to time, We, _____ as Principal, hereinafter referred to as "CONTRACTOR", with its principal business address of _____ and its principal business telephone number of: () ____ - _____ and, _____ as SURETY, with its principal business address of _____ and its principal business telephone number of: () ____ - _____ are jointly and severally bound to the Town of Jupiter, Florida, as the Obligee and hereinafter referred to as the "OWNER" and which is the fee simple owner of the real property to be improved and is generally located at _____ in the Town of Jupiter, Florida, and being legally described _____ as follows: _____, hereinafter referred to as the "Property", in the amount of _____ Dollars (\$ _____) for the payment whereof, the CONTRACTOR and the SURETY hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the CONTRACTOR has entered into a Contract, Bid/Contract/Project No.: _____ awarded the ____ day of _____ 20__, with the OWNER for _____, in accordance with the bid and contract documents issued by the OWNER, including but not limited to, the drawings, specifications and plans prepared by _____, which bid and contract documents are by reference made a part hereof, and all such documents are collectively hereafter referred to herein as the Contract;

THE CONDITIONS OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Fully performs the Contract dated _____, 20__, between the OWNER and the CONTRACTOR for the construction of _____ within _____ () calendar days after the date of contract commencement as specified in the Notice to Proceed, and in the manner prescribed in the Contract, with the Contract being made a part of this Bond as if fully incorporated herein; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages, caused by or arising out of the acts, omissions or negligence of the CONTRACTOR and its sub-contractors, agents, employees, volunteers, and representatives), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, the CONTRACTOR corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force; and
5. Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:



- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and SURETY jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes. The SURETY hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the SURETY's obligation under this Bond. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect the SURETY's obligations under this Bond.

Signed and sealed this day _____ of _____, 2025

WITNESSES

CONTRACTOR (Principal):

By: _____

Printed Name and Title:

State of

County of

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by (Name of Corporate Officer) _____, as (Title) _____ of (Name of Corporation) _____, who is personally known to me or who produced _____ as identification and who did / did not take an oath.

(NOTARY SEAL)

Notary Public – State of _____

Printed Name

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WITNESSES

SURETY:

By: _____

Printed Name and Title:

(AFFIX SEAL)

State of

County of

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by (Name of Corporate Officer)_____, as (Title)_____ of (Name of Corporation)_____, who is personally known to me or who produced _____ as identification and who did / did not take an oath.

(NOTARY SEAL)

Notary Public – State of _____

Printed Name



TOWN OF JUPITER CONTRACTOR'S PROGRESS/FINAL PAYMENT APPLICATION

PAYEE / VENDOR _____ VENDOR NO. _____

REMIT TO: _____ CONTRACTOR'S INVOICE NO. _____

Street: _____ CONTRACT NO. NR 2025-02

City: _____ PAY APPLICATION NO. _____

State: _____ Zip Code: _____ FOR SERVICES PERFORMED:

FROM _____ TO _____

PROJECT NAME: _____ PROGRESS PAYMENT: _____

PROJECT PHASE / TASK _____ FINAL PAYMENT: _____

1. ORIGINAL CONTRACT AMOUNT _____

2. SUPPLEMENTAL AGREEMENTS (SA) AND ADJUSTMENTS TO DATE: (Plus/Minus) _____

(FINAL ESTIMATE ONLY)

CONTINGENCY SA BALANCE (Minus)	\$
Unit Price Contract Overruns/Underruns (Plus/Minus)	\$
Total Contract Adjustment (Include on Line 2)	\$

3. ADJUSTED CONTRACT AMOUNT (Item 1 plus/minus Item 2) _____

4. PERCENT COMPLETED TO DATE (Attach Pay Application/Estimate Detail) _____

5. \$ AMOUNT COMPLETED TO DATE _____

6. RETAINAGE (5%) TO DATE _____

7. AMOUNT COMPLETED LESS RETAINAGE (Item 5 less Item 6) _____

8. CONTRACT BALANCE DUE (Item 3 less Item 7) _____

9. TOTAL PREVIOUSLY INVOICED (Item 7 from last Invoice) _____

10. AMOUNT OF THIS INVOICE (Item 7 less Item 9) _____

PAYEE / VENDOR CERTIFICATION: I hereby certify that the materials or services invoiced herein have been delivered and meet the requirement of the CONTRACT DOCUMENTS, that this Progress/Final Payment Application it is correct and just, and that no part of same has previously been invoiced or paid.

(Contractor Signature)

(INSERT PAGE 1 OF CONTRACTOR'S INVOICE)

Title

THIS INVOICE IS APPROVED FOR RECEIPT BY:

Town Project Manager

Date

Director of Planning and Zoning

Date

Funds Encumbered Under Purchase Order Number

19

Doc. No: FIN 1.00

Effective Date: 08/05/2024

Rev D



TOWN OF JUPITER
CONTRACT CONTINGENCY SUPPLEMENTAL AGREEMENT NO.

Contract No: NR 2025-02

Date:

This agreement entered into on (DATE), such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and (NAME OF CONTRACTOR) (Contractor), the same being supplementary to Contract by and between the parties aforesaid, dated (CONTRACT DATE), for the construction or improvement of PROJECT, assigned the contract number shown above, in Jupiter, Florida.

1. As a result of a request from the Town, the following additional work shall be performed; (Attach Additional Sheets if Necessary). The total cost of this additional work shall be in the amount of **WRITTEN AMOUNT (\$)**.
2. The quantities to be paid shall be determined on a lump sum basis, as provided in the contract documents and included for payment in the Contract Contingency, Pay Item 999-1.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No., including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Original Contingency SA Amount Pay Item 1000-1	\$
Less Previously Approved Contingency SA (No.'s X through XX)	(\$)
Contingency SA No.	(\$)
Remaining Contingency SA Balance	\$

Granted time this Agreement days:

Approved By:

CONTRACTOR

Date: _____

Approved By:

TOWN OF JUPITER

Date: _____

Doc. No: FIN 1.00	Effective Date: 08/05/2024	Rev Date: 08/05/2025	Rev: 2	Page 18 of 27
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TOWN OF JUPITER CONTRACT SUPPLEMENTAL AGREEMENT

Contract No: NR 2025-02

Date: _____

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the Town of Jupiter (Town) and "Contractor" and "Surety", the same being supplementary to Contract by and between the parties aforesaid, dated _____, for the construction or improvement of _____, assigned the contract number shown above, in Jupiter, Florida.

1. (Description of work, attach sheets as necessary)

Revised Plan Sheet(s) Nos. _____

2. The quantities to be paid shall be determined as provided in the contract documents. The quantities so determined shall be paid at the unit prices stated on the attached sheets.
3. It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No., including and previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.
4. The Town and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted time this Agreement days _____

Net change in Contract this Agreement: Increase \$_____ Decrease \$_____

No Change _____

Approved By:

Contractor

Date: _____

Approved By:

Surety

Date: _____

Approved By:

Town of Jupiter

Date: _____



TOWN OF JUPITER CERTIFICATION

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS

Project Title: Sims Creek Preserve Public Access &
Bioretention

Date _____

Contract No. NR 2025-02

To release Monthly Payment for: _____; prime contractor for the above referenced contract, hereby certifies that all subcontractors except for those noted below, having interest in this contract have received their pro-rata share of all previous periodic payments made to date by the Town for all work, materials, and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Town and work done under equipment-rental agreements.

EXCEPTION:

The following subcontractors have not been paid and a copy of the notification sent to each explaining the good cause why payment has not been made is attached to this form.

Subcontractor Name Street Address City, State, Zip Code	Subcontractor Name Street Address City, State, Zip Code
State of Florida County of _____ Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ Day of _____, _____, by	A false statement or omission made in connection with this certification insufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.
(Print name of person signing Certification)	Contractor
Notary Public	By
Commission Expires	Title
Personally Known _____ OR Produced Identification _____	

Instructions:

1. Attach copy of the notification good cause sent to each applicable subcontractor
2. List subcontractors which have not been paid the proportionate share of payments received by the contractor and date listed as exception.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.



**TOWN OF JUPITER
DEPARTMENT OF PLANNING AND ZONING
UNILATERAL PAYMENT**

PROJECT DESCRIPTION:Contract No: NR 2025-02

Date of Contract: _____

The above shall be referred to as the "Contract".

PAYMENT INFORMATION:

1. On or about the ____ day of _____, _____, the Town of Jupiter determined that _____ "Contractor" is due additional sums of money for work performed under the Contract and on the project described above, and the Town has elected to make payment to the Contractor pursuant to Section 3.2.6.1 of the General Conditions as set forth and itemized below:

DESCRIPTION OF EACH ITEM OF WORK	AMOUNT

Revised Plan Sheet

Number(s): _____

Granted Time (Due to delays to controlling items of work shown on approved work schedule): _____

Reason(s) for Granted Time: _____

2. The quantities to be paid shall be necessary to complete the Contract. The quantities so determined shall be paid at the unit prices stated above and on the attached sheet(s).
3. This unilateral payment does not alter or change in any manner the force and effect of the original Contract Documents, including previous amendments thereto, except insofar as the same is altered and amended by this document.
4. By acceptance of this unilateral payment the Contractor does not waive any rights the Contractor may have against the Town for payment of any additional sums the Contractor claims are due for the described work.
5. All sums paid by the Town hereunder shall be credited against the sums that may be due the Contractor for the itemized work described above in the amounts set forth above. The Contractor shall apply the payment made hereunder to the items described above and in the amount shown above.

Approved By: _____

Amount this Payment \$ _____

Print Name and Title _____

Executed By: _____

Date of Funds Approval: _____



**CERTIFICATE OF FINAL ACCEPTANCE
TOWN OF JUPITER**

PROJECT: Sims Creek Preserve Public Access & Bioretention

CONTRACT: NR 2025-02

CONTRACTOR: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this contract has been reviewed and found to be complete. The Date of Final Acceptance of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, so the Town can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Document.

The final payment application will be processed at such time as all outstanding forms are completed and delivered. The forms include, but are not limited to: Certification of Previous Periodic Payment, Contractor's Affidavit and Final Release of Lien, Subcontractor's and Material Men and Laborer's Final Release of Lien, and Acceptance on Offer of Final Payment.

The Town accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

TOWN: Director of Planning and Zoning

BY

DATE



Acceptance on Offer of Final Payment

PLEASE RETURN THIS LETTER WITH ATTACHMENTS DIRECTLY TO:

Town of Jupiter, 2025
Department of Planning and Zoning
210 Military Trail
Jupiter, FL 33458

Project Name: Sims Creek Preserve Public Access & Bioretention
Contract Number: NR 2025-02
Financial Project ID:

Dear Sir:

This will acknowledge receipt of your letter dated _____, 2025, and copy of
PAYMENT APPLICATION NUMBER #__.

- 1) We have examined this ESTIMATE in detail and found it to be a correct statement of our account.

We hereby agree to accept the total to date amount paid of \$_____for the full settlement of our account under this contract covering construction and of all claims in connection therewith.

-OR-

- 2) We have examined this Estimate in detail and do not agree that the amount is correct. Our position is that the balance due us is \$_____ which includes an additional amount of \$_____. This amount is reflected in the breakdown listed below:
(Note: If further space is needed, please attach additional sheets with breakdown and provide a complete explanation.)

NR 2025-02	Pay Item	\$ Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



ACCEPTANCE LETTER

Contract Number: NR 2025-02

Financial Project ID:

Page Two

It is also understood that if we fail to submit all Post Award Forms and closeout documents required for final payment within Thirty (30) days after the offer of final payment by the Town, the final payment including any retainage will be delayed.

We recognize that our execution of the letter in no way affects our responsibility to comply with the requirements of the Contract Documents in terms of any final work, maintenance period or warranty periods.

Sincerely,

Signature

Title

Date



**CONTRACTOR'S
AFFIDAVIT AND FINAL RELEASE OF LIEN
STATE OF FLORIDA
COUNTY OF PALM BEACH
CONTRACT NO. NR 2025-02**

BEFORE ME, the undersigned authority personally appeared _____, who after being sworn by me first duly sworn, deposes and says that:

1. He/She is _____, of _____,
(Title) (Company)

doing business in the State of Florida, (hereinafter called "CONTRACTOR").
2. Contractor, pursuant to Contract dated _____, (hereinafter referred to as "CONTRACT") with TOWN OF JUPITER, (hereinafter referred to as "TOWN"), has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in the Contract.
3. Contractor represents that all work to be performed under the Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full.
4. The Contractor, for and in consideration of final payment in the amount of \$_____, and all other previous payments paid by Town to Contractor, does hereby waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of liens whatsoever, on any of the premises owned by Town on which improvements have been completed in connection with the Contract.
5. The Contractor herein makes this Affidavit and Final Release of Lien for the express purpose of inducing Town to make final disbursement and payment to the Contractor in the amount of \$_____. "This Affidavit and Final Release of Lien is conditioned upon payment of the consideration described above, and shall not be effective until said payment is received in paid funds."
6. This Affidavit and Final Release of Lien is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Town under said applicable laws, Contractor expressly agrees to indemnify and save Town harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the Contract.



To the best of CONTRACTOR's knowledge and belief, the following is a list of all employed under this CONTRACT who have filed a Notice to Owner with the Town of Jupiter:

	NAME	ADDRESS	AMOUNT DUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

(Attached a separate sheet if necessary)

The CONTRACTOR herein does hereby represent that he has authority to execute a full and final release of lien for and in behalf of the CONTRACTOR as set forth above.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2025

(Notary Seal)

(Notary Public)

My Commission Expires: _____



**SUBCONTRACTOR'S, MATERIALMEN AND LABORER'S
FINAL WAIVER OF LIEN
STATE OF FLORIDA
COUNTY OF PALM BEACH
CONTRACT NO. NR 2025-02**

WHEREAS, the undersigned, _____, has been heretofore employed by _____ to furnish certain services, materials and/or labor to the Town of Jupiter on property located at:

NOW, THEREFORE, the undersigned, for a good and valuable consideration of _____ dollars, the receipt of which is hereby acknowledged, hereby and now waives unto the TOWN OF JUPITER any and all lien, right of lien or claim of whatsoever kind or character on the above described real estate, on account of any and all labor or material, or both, furnished for or incorporated into said real estate by the undersigned; and further certifies that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

The undersigned herein does hereby represent that he has authority to execute this Final Release of Lien.

Signed, sealed and delivered this _____ day of _____, 2025.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025

(Notary Seal)

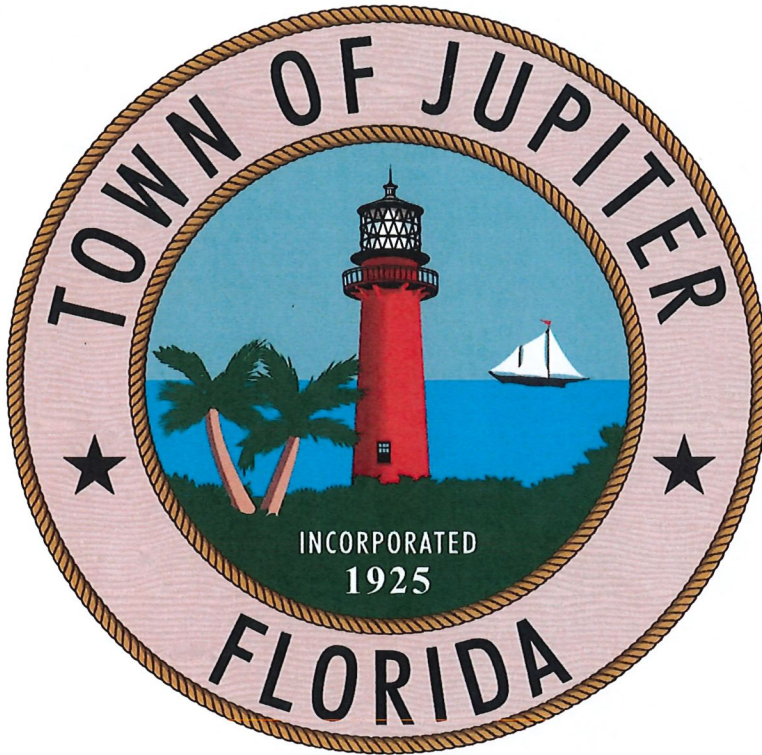
(Notary Public)

My Commission Expires: _____

#6754368 v1 26503-00001

Doc. No: FIN 1.00	Effective Date: 08/05/2024	Rev Date: 08/05/2025	Rev: 2	Page 27 of 27
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Form Revised 07-01-2021



TOWN OF JUPITER DEPARTMENT OF PLANNING AND ZONING

SIMS CREEK PRESERVE PUBLIC ACCESS & BIORETENTION

NR 2025-02

June 2025

Form Revised 07-01-2021

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 19 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:



(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: President

TYPED/PRINTED NAME OF

AUTHORIZED AGENT: Samuel Joseph

ADDRESS: 1615 South Congress Ave, Suite 103

Delray Beach, FL 33445

PHONE NO: (561) 444-5807

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:

27-0110815

Form Revised 07-01-2021

TRENCH SAFETY ACT

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR's. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	<u>Trench Box (Shoring)</u>	<u>LF</u>	<u>150</u>	<u>\$ 10.00</u>	<u>\$ 1,500.00</u>
B.	<u>Sloping/Benching</u>	<u>LF</u>	<u>100</u>	<u>\$ 5.00</u>	<u>\$ 500.00</u>
C.	<u>Engineered Shield</u>	<u>LF</u>	<u>50</u>	<u>\$ 15.00</u>	<u>\$ 750.00</u>
D.	<u>Protective System Design</u>	<u>LS</u>	<u>1</u>	<u>\$ 2000.00</u>	<u>\$ 2,000.00</u>
E.	<u>Monitoring and Inspection</u>	<u>LS</u>	<u>1</u>	<u>\$ 1000.00</u>	<u>\$1,000.00</u>
TOTAL:					<u>\$ 6,250.00</u>

(ATTACH SEPARATE SHEET IF NECESSARY)

No separate payment will be made by the Town for the cost of trench safety and compliance. Include the cost of any required and necessary trench safety in the contract pay items.

Form Revised 07-01-2021

BID
Sims Creek Preserve Public Access & Bioretention
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: NR 2025-02

DATE
SUBMITTED: 06/23/2025
BIDDERS NAME: SMG Contractors

1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.

2. The Bidder further declares that the Bidder has examined the site or location, of the Work and is fully informed as to all conditions pertaining to the location of the Work; that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Bids, Instructions to Bidders, Bid Form, Bid Bond, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, Technical Specifications, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work to be performed.

3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract within one hundred and ~~fifty~~ (1520) calendar days from the date established by the Town in the "Notice to Proceed with Contract Work."

4. If the Contractor fails to complete the Work within the time fixed by the Contract, or any extension thereof granted, the Contractor shall be liable to the Town, not as a penalty but as liquidated damages, the sum of \$100.00 for each calendar day that the Work remains incomplete after the Contract completion date or any extension thereof, plus any monies paid by the Town to any other person or entity to preserve or complete the Work. The liquidated damages and other costs shall be deducted from monies due to be paid the Contractor by the Town, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor and the Contractor's Surety shall be liable for the amount due.

Per the invitation to bid, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The contractor corrected and signed the unit prices and the total sum and was accepted by the Town and the contractor.

Form Revised 07-01-2021

Item	Description	Unit	Quantity	Unit Price	Total Price
001*	Indemnification Pursuant to Section 8, Indemnification, payment for this bid item will be made at the Contract Lump Sum Price of \$100.00 as part of the first invoice in the first pay request. This indemnification shall remain in force during the entire contract period and any subsequent extensions.	LS	1	\$100.00	\$100.00
	<i>Unit Price Written in Words: One Hundred Dollars and No Cents</i>				
101-1	Mobilization and Demobilization	LS	1	\$ 13,000.00	\$ 13,000.00
	<i>Unit Price Written in Words: Thirteen Thousand Dollars and No Cents</i>				
104-1	SWPPP- Prevention, Control and Abatement of Erosion and Water Pollution	LS	1	\$ 12,720.00	\$12,720.00
	<i>Unit Price Written in Words: Twelve Thousand Seven Hundred Twenty Dollars and No Cents</i>				
110-1	Clearing and Grubbing	AC	1.81	\$ 15,000.00	\$ 27,150.00
	<i>Unit Price Written in Words: Twenty-Seven Thousand One Hundred Fifty Dollars and No Cents Fifteen thousand dollar and no cents.</i>				
120-1	Landscaped Bioswale Excavation	CU. YD.	721	\$ 24.60	\$ 17,736.60
	<i>Unit Price Written in Words: Seventeen Thousand Seven Hundred and Thirty Six Dollars and Sixty Cents Twenty four dollars and no cents</i>				
103-1	Stabilized Construction Entrance	EA	1	\$ 3,120.00	\$ 3,120.00
	<i>Unit Price Written in Words: Three Thousand One Hundred and Twenty Dollars and No Cents</i>				
520-2	Type D Curb	LF	76	\$ 42.00	\$ 3,192.00
	<i>Unit Price Written in Words: Three Thousand One Hundred and Ninety Two Dollars and No Cents Forty two dollars and no cents</i>				
522-2	5.5" Thick Concrete	SY	195	\$ 86.40	\$16,848.00
	<i>Unit Price Written in Words: Sixteen Thousand Eight Hundred and Forty Eight Dollars and No Cents Eighty six dollars and forty cents</i>				
120-6	Curb Ramp	EA	2	\$ 1,800.00	\$ 3,600.00
	<i>Unit Price Written in Words: Three Thousand Six Hundred Dollars and No Cents One thousand eight hundred dollar and no cents</i>				
120-9	12" Compacted Subgrade	SY	195	\$ 21.60	\$4,212.00
	<i>Unit Price Written in Words: Four Thousand Two Hundred and Twelve Dollars and No Cents Twentyone dollars and sixty cent</i>				
526-1	Tru Grid Permeable Paver	SF	12,600	\$ 4.20	\$ 52,920.00
	<i>Unit Price Written in Words: Fifty Two Thousand Nine Hundred and Twenty Dollars and No Cents Four dollar and twenty cent</i>				
200-1	White Drainage Rock	SY	465	\$ 10.20	\$ 4,743.00
	<i>Unit Price Written in Words: Four Thousand Seven Hundred and Forty Three Dollars and No Cents Ten dollar and twenty cent</i>				
400-2	Wheel Stops	EA	6	\$ 174.00	\$ 1,044.00

Per the invitation to bid, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The contractor corrected and signed the unit prices and the total sum and was accepted by the Town and the contractor.

Form Revised 07-01-2021

	Unit Price Written in Words: One Thousand and Forty Four Thousand and No Cents <i>one hundred and seventy four dollar and No cents</i>				
425-061	Closed Flume Structure	EA	1	\$ 2,280.00	\$ 2,280.00
	Unit Price Written in Words: Two Thousand Two Hundred and Eighty Dollars and No Cents				
400-1	Concrete Flume	EA	1	\$ 2,160.00	\$ 2,160.00
	Unit Price Written in Words: Two Thousand One Hundred and Sixty Dollars and No Cents				
710-1	Striping	LS	1	\$ 1,080.00	\$ 1,080.00
	Unit Price Written in Words: One Thousand and Eighty Dollars and No Cents				
700-1	ADA Sign	EA	1	\$ 300.00	\$ 300.00
	Unit Price Written in Words: Three Hundred Dollars and No Cents				
700-2	One Way Sign	EA	1	\$ 300.00	\$ 300.00
	Unit Price Written in Words: Three Hundred Dollars and No Cents				
700-3	Stop Sign	EA	1	\$ 324.00	\$ 324.00
	Unit Price Written in Words: Three Hundred and Twenty Four Dollars and No Cents				
700-4	Tru Grid Super Spot Markers	EA	270	\$ 6.90	\$ 1,863.00
	Unit Price Written in Words: One Thousand Eight Hundred and Sixty Three Dollars and No Cents <i>six dollars and ninety cents</i>				
550-1	Chain Link Fence	LF	1,303		
	Unit Price Written in Words:				
550-2	Wood Fence	LF	586	\$ 42.60	\$ 24,963.60
	Unit Price Written in Words: Twenty Four Thousand Nine Hundred and Sixty Three Dollars and Sixty Cents <i>fourty two dollars and sixty cents</i>				
550-6	Swing Gate	EA	1	\$ 3,720.00	\$ 3,720.00
	Unit Price Written in Words: Three Thousand Seven Hundred and Twenty Dollars and No Cents				
550-3	Bench	EA	1	\$ 1,524.00	\$ 1,524.00
	Unit Price Written in Words: One Thousand Five Hundred and Twenty Four Dollars and No Cents				
550-4	Bike Rack	EA	1	\$ 1,800.00	\$ 1,800.00
	Unit Price Written in Words: One Thousand Eight Hundred and No Cents				
550-5	Trash Receptacle	EA	1	\$ 1,320.00	\$ 1,320.00
	Unit Price Written in Words: One Thousand Three Hundred and Twenty Dollars and No Cents				
715-1	3 Concrete Poles with Luminares and 13 Bollards	LS	1	\$ 32,652.00	\$ 32,652.00
	Unit Price Written in Words: Thirty Two Thousand Six Hundred and Fifty Two Dollars and No Cents				

Per the invitation to bid, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The contractor corrected and signed the unit prices and the total sum and was accepted by the Town and the contractor.

Form Revised 07-01-2021

715-2	Lighting Controls and Panelboards	LS	1	\$ 5,940.00	\$ 5,940.00
	Unit Price Written in Words: Five Thousand Nine Hundred and Forty Dollars and No Cents				
715-3	Electrical Installation	LS	1	\$ 14,400.00	\$ 14,400.00
	Unit Price Written in Words: Fourteen Thousand Four Hundred Dollars and No Cents				
1000-1	Contingency Contingency work determined in accordance with Sub-Article 3.2.2 of the Contract and as directed by the Project Manager.	LS	1	\$41,992.40	\$41,992.40
	Unit Price Written in Words: Forty-One Thousand Nine Hundred and Ninety-Two Dollars and Forty Cents				
GRAND TOTAL PRICE FOR CONTRACT				\$ \$ 297,004.60	
WRITTEN AMOUNT: Thirty Two Thousand Six Hundred and Fifty Two Dollars and No Cents					
Two hundred ninety seven thousand and 40					

Two hundred ninety seven thousand and four dollars and sixty cents.

Buy

5. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work including the required bonds (each bond equal to one hundred percent (100%) of the total Contract Bid), the insurance, indemnification, the, Instructions to Bidders, General Conditions, Supplemental Conditions, Technical Specifications, and Plans.
6. Attached to this Bid Form is a cashiers check or approved Bid Bond for the sum of Dollars (\$ 14,850.23) as required by the Instructions to Bidders.
7. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
8. The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract and the Bonds within fifteen (15) days after receipt of the Contract, then the Bid Bond or securities accompanying the Bid, shall be paid to the Town of Jupiter, otherwise, the Bid Bond or Bid security shall be returned to the Bidder.
9. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.
10. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Plans and Specifications. Payment will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All work and materials not specified under "Item Description" in the Bid shall be considered incidental to the Contract.

Form Revised 07-01-2021

11. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
12. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

NAME: SMG Contractors

ADDRESS 1615 S Congress Ave #103, Delray Beach FL 33445

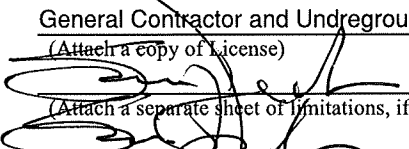
FEID OR SOCIAL SECURITY NUMBER FEID : 27-0110815

LICENSE NUMBER CGC1518941 and CUC1226154

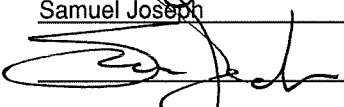
STATE OR COUNTY: Palm Beach County, Florida

LICENSE TYPE: General Contractor and Underground Utility
(Attach a copy of License)

LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet of limitations, if necessary)

LICENSEE SIGNATURE: 

BIDDER'S NAME: Samuel Joseph

BIDDER'S SIGNATURE: 

BIDDER'S ADDRESS: 1615 S Congress Ave #103, Delray Beach FL 33445

BIDDER'S PHONE NUMBER: (561) 444- 5807

BIDDER'S FAX NUMBER: _____

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. 01, dated 6/18/2025

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOSEPH, SAMUEL

SMG CONTRACTORS

1615 SOUTH CONGRESS AVENUE

SUITE 103

DELRAY BEACH FL 33445

LICENSE NUMBER: CGC1518941

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



10

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOSEPH, SAMUEL

SMG CONTRACTORS
1615 SOUTH CONGRESS AVENUE
SUITE 103
DELRAY BEACH FL 33445

LICENSE NUMBER: CUC1226154

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/10/2024

Do not alter this document in any form.

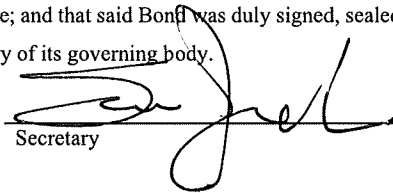
This is your license. It is unlawful for anyone other than the licensee to use this document.



Form Revised 07-01-2021

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Samuel Joseph, certify that I am the Secretary of the Corporation named as principal in the within Bond; that SMG Contractors, who signed the said Bond on behalf of the principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary



(Corporate Seal)

Form Revised 07-01-2021

BID BOND

COUNTY OF Palm Beach RFB No. NR 2025-02
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, Sajo Management Group, LLC
dba SMG Contractors, as Principal and
The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto Town of Jupiter in
the penal sum of \$Five Percent of Amount Bid dollars (\$5% of Amount Bid) lawful money of the United States, for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid, dated June 23rd, 20 25, for the Contract and Specifications
NR 2025-02, Sims Creek Preserve
for the Bid Number Public Access & Bioretention.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of
opening of the same and shall within fifteen (15) calendar days after the prescribed forms are presented to
him for signature, enter into a written contract with the Town of Jupiter, in accordance with the Bid, as
accepted, and shall give such bond or bonds as may be specified in the Bidding or Contract documents,
with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment
of such Contract, and for the payment of labor and supplies incurred in connection therewith, or in the event
of the withdrawal of said Bid within the period specified, in the failure to enter into such Contract and give
such bonds within the time specified, if the Principal shall pay the Town the difference between the amount
specified in said Bid and the amount for which the Town may procure the required work and/or supplies,
if the latter amount be in excess of the former, then the above obligations shall be void and of no effect,
otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals
this 23rd day of June, 20 25, the name and corporate seal, if applicable,
being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority
of its governing body.

Form Revised 07-01-2021

IF AN INDIVIDUAL, IN THE PRESENCE OF:

(Individual Principal) By: _____
(Witness)

(Business Address)

(Individual Principal) By: _____
(Witness)

(Business Address)

IF A CORPORATION, ATTEST:

(Corporate Seal)

(Corporate Principal) By: _____

1615 S. CONGRESS AVE #103, DELRAY BEACH, FL
(Business Address)

(President) By: _____
(Secretary)

ATTEST:

(Corporate Seal) By: _____
(Corporate Principal)

Sajo Management Group, LLC dba SMG Contractors
(Business Address)

1615 South Congress Avenue, Suite 103, Delray Beach, FL 33445 By: _____
(Secretary)

Surety: The Ohio Casualty Insurance Company
(Name of Firm)

By: _____

Title: Christian Collins, Attorney-In-Fact

Address for Notices:

175 Berkeley Street

Boston, MA 02116

Note: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

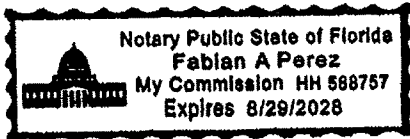
Surety Acknowledgment

State of Florida

County of Miami-Dade

On the 23rd day of June, 2025, before me a Notary Public in Miami, Florida and for said State of Florida and Miami-Dade County, residing therein, duly commissioned and sworn, personally appeared Christian Collins, known to me to be the Attorney-In-Fact of The Ohio Casualty Insurance Company, the corporation described in and that executed the within and foregoing instrument and known to me to be the person who executed the said instrument in behalf of the said corporation, and he/she duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year hereinabove set forth.



A handwritten signature in black ink, appearing to read "Fabian Perez", written over a solid horizontal line. Below the line, the text "Notary Public" and "Fabian Perez" is printed.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213633 - 964020**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus, Christian Collins, D.A. Belis, Taylor Rosenhaus

all of the city of Delray Beach state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of June, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Form Revised 07-01-2021

**SWORN STATEMENT UNDER 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid or Contract No. NR 2025-02 for Town of Jupiter.

2. This sworn statement is submitted by SMG Contractors.
(Name of entity submitting sworn statement)

Whose business address is 1615 S Congress Ave #103, Delray Beach, FL 33445

(if applicable) its Federal Employer Identification Number (FEID) is 27-0110815

(if the entity has no FEID, include the Social Security Number (SSAN) of the individual signing this sworn statement _____ (SSAN)

3. My name is Samuel Joseph and my relationship
(Please print name of individual signing this form)

to the entity named above is President.

4. 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 with 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.

5. 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, non-jury trial, or entry of plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

6.1. A predecessor or successor of a person convicted of a public entity crime; or

6.2. 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

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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.

7. 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.

IMPORTANT: THE CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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)

6/23/25
(Date)

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this

23 Day of JUNE 20 25

Personally known _____

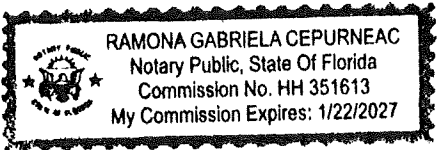
Produced identification DRIVER LICENSE

Notary Public, State of FLORIDA

My commission expires 1/22/2027

(Printed typed or stamped commissioned name of notary)

RAMONA CEPURNEAC



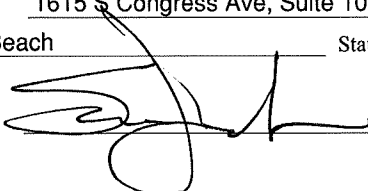
Form Revised 07-01-2021

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT**

Certification regarding Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions pursuant to 49 CFR 24, Code of Federal Regulations, Part 24.510(b):

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective Lower-Tier participant further certifies that:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I/we knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if, at any time, we learn that my/our certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I/we will not knowingly enter into any Lower-Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we will include this Certification, without modification, in all Lower-Tier covered transactions and in all solicitations for Lower-Tier covered transactions.

Contractor Name: SMG Contractors
Address: 1615 S Congress Ave, Suite 103
City: Delray Beach State: Florida Zip: 33445
Signature:  Date: 6/23/2025

NON-CERTIFICATION:

Contractor Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Signature: _____ Date: _____



My Company Account

My Company Profile

Company Information

Company Name

SAJO Management Group, LLC

Company ID

2648763

Employer Identification Number (EIN)

270110815

DUNS Number

058347739

NAICS Code

236

Subsector

Construction of Buildings

Doing Business As (DBA) Name

SMG Contractors

Enrollment Date

Mar 17, 2025

Unique Entity Identifier (UEI)

RA4CLMZMMM53

Total Number of Employees

1 to 4

Sector

Construction

[Edit Company Information](#)

Employer Category



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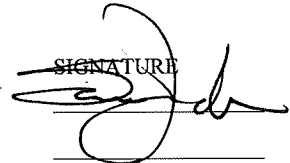
CERTIFIED RESOLUTION

I, Samuel Joseph (Name), the duly elected Secretary of
President (Corporate Title), a corporation organized and existing under the laws of the
State of Florida, do hereby certify that the following Resolution was
unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a
meeting held in accordance with law and the by-laws of the said corporation. "IT IS HEREBY
RESOLVED THAT Samuel Joseph (Name)" The duly elected
President (Title of Officer) of SMG Contractors (Corporate Title)
be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the
Town of Jupiter and such other instruments in writing as may be necessary on behalf of the said
corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding
upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures
of those authorized to act by the foregoing resolution.

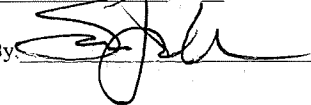
The Town of Jupiter shall be fully protected in relying upon such certification of the secretary and shall be
indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from
or growing out of honoring, the signature of any person so certified or for refusing to honor any signature
not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Samuel Joseph</u>	<u>PRESIDENT</u>	

Given under my hand and the Seal of the said corporation this 23 day of
JUNE, 2025

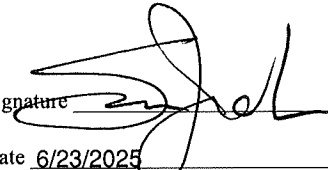
(SEAL) By  Secretary _____ Corporate
Title _____

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be
followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the
Town of Jupiter that the person signing the Bid and Bid Bond for the corporation has been properly
empowered by the corporation to do so in its behalf.

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CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature 
Date 6/23/2025

Name and Title of Signer (Please Type) Samuel Joseph, President

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Jupiter
(Purchasing Administrator)

ADDRESS: 210 Military Trail
Jupiter, Florida 33458

CIRCLE ONE

SUBMITTED BY: SMG Contractors

NAME: Samuel Joseph

ADDRESS: 1615 South Congress Avenue, Suite 103
Delray Beach, FL 33445

TELEPHONE NO. (561) 444-5807

FAX NO. _____

E-MAIL ADDRESS: info@smgcontractors.com

Corporation
Partnership
Individual
Other

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

The correct name of the Bidder is: _____
The address of the principal place of business is: _____
1615 South Congress Avenue, Suite 103, Delray Beach, FL 33445

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

- a. Date of Incorporation: 03/29/2004
- b. State of Incorporation: Florida
- c. President's name: Samuel Joseph
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent:

Samuel Joseph
1615 South Congress Avenue, Suite 103
Delray Beach, FL 33445

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

- a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

14 Years

a. Under what other former names has your organization operated?

Sajo Management Group, LLC

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Sunbiz Document Number: L04000023459

8. Have you personally inspected the site of the proposed work?

(Y) ____ (N) ✓

9. Do you have a complete set of documents, including drawings and addenda?

(Y) ✓ (N) ____

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

(Y) ____ (N) ✓

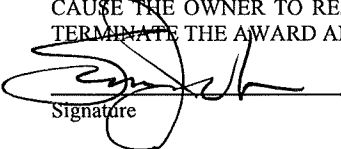
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

None

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

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


Signature

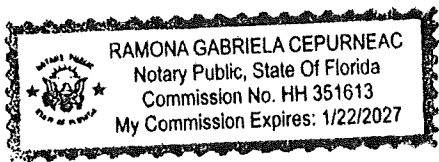
State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of JUNE, 2021 By Samuel Joseph of SMG CONTRACTORS, who is personally known to me or who has produced DRIVER LICENSE as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

RAMONA CEPURNEAC
NOTARY PUBLIC

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





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

Detail by Entity Name

Florida Limited Liability Company
SAJO MANAGEMENT GROUP, LLC

Filing Information

Document Number	L04000023459
FEI/EIN Number	27-0110815
Date Filed	03/29/2004
Effective Date	03/29/2004
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	04/24/2008
Event Effective Date	NONE

Principal Address

1615 South Congress Avenue
Suite 103
Delray Beach, FL 33445

Changed: 04/24/2024

Mailing Address

1615 South Congress Avenue
Suite 103
Delray Beach, FL 33445

Changed: 04/24/2024

Registered Agent Name & Address

Joseph, Samuel
1615 South Congress Avenue
Suite 103
Delray Beach, FL 33445

Name Changed: 01/28/2015

Address Changed: 04/24/2024

Authorized Person(s) Detail

Name & Address

JOSEPH, SAMUEL
1615 South Congress Avenue
Suite 103
Delray Beach, FL 33445

Annual Reports

Report Year	Filed Date
2022	04/07/2022
2023	04/26/2023
2024	04/24/2024

Document Images

04/24/2024 -- ANNUAL REPORT	View image in PDF format
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04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- REINSTATEMENT	View image in PDF format
06/21/2006 -- REINSTATEMENT	View image in PDF format
03/29/2004 -- Florida Limited Liability	View image in PDF format

Form Revised 07-01-2021

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract. BIDDER (COMPANY NAME):

ADDRESS: 1615 S Congress Ave, Suite 103 , Delray Beach Fl 33445

TELEPHONE NO: (561) 111-5807

CONTACT PERSON: Samuel Joseph

TITLE: President

NUMBER OF YEARS IN BUSINESS: 14

ADDRESS OF NEAREST FACILITY: _____

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

1. COMPANY NAME: KER Construction, LLC
ADDRESS: 6858 NW 20th Avenue, Fort Lauderdale, FL 33309
TELEPHONE NO: (561) 507-4534
CONTACT PERSON: Essah Rahaman
TITLE: President
DATE PRODUCTS SOLD: 2020 to Current

2. COMPANY NAME: Hibiscus Construction Co.
ADDRESS: 57 NW 154TH ST MIAMI Florida 33169
TELEPHONE NO: (305) 815-6807
CONTACT PERSON: Phaion Hicks
TITLE: President
DATE PRODUCTS SOLD: 2022 to Current

3. COMPANY NAME: CPG Construction Inc.
ADDRESS: 6586 W Atlantic Ave #1098, Delray Beach, FL 33446
TELEPHONE NO: (561) 654-0231
CONTACT PERSON: Argemiro D Garcia
TITLE: President
DATE PRODUCTS SOLD: 2024 to Current

Form Revised 07-01-2021

12. Complete Foreign (Non Florida) Corporations.

13. Fill out references.

14. Certificates of Insurances, if required.

15. Acknowledge receipt of any and all Addenda.

The above listed items shall be fully completed and submitted by the Contractor. Failure to do so may result in your Bid being deemed non-responsive.



CERTIFICATE OF LIABILITY INSURANCE

ACORD 25 SMG Contractors Bid Proposal
DATE (MM/DD/YYYY)
06/20/2025

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

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

PRODUCER Violetberri, LLC 1475 S Price Rd, Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt PHONE (A/C, No, Ext): (800) 409-8958 E-MAIL ADDRESS: certs@vensure.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Employers Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23612
--	---	-----------------

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	KEYPEO00002501	09/09/2024	09/09/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Sajo Management Group LLC DBA SMG Contractors.

Client Effective: 01/01/2025.

Project Name: Sims Creek Preserve Public Access & Bioretention, Bid No.: NR 2025-02. Location: Sims Creek Preserve, 2022 Center St, Jupiter, FL 33458.

CERTIFICATE HOLDER

CANCELLATION

FL - Florida Town of Jupiter 210 Military Trail Jupiter, FL 33458	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jodie R. Kramer Cole
--	---

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CERTIFICATE OF LIABILITY INSURANCE

Sims Creek Preserve Public Access & Bioretention
DATE (MM/DD/YYYY)
06/23/2025

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

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

PRODUCER	ALL CITY INSURANCE INC. 1400 NW 107th AVE SUITE 430 DORAL FL 33172-	CONTACT NAME:	CUSTOMER SERVICE		
		PHONE (A/C, No, Ext):	(305)463-9431	FAX (A/C, No):	(305)436-6797
		E-MAIL ADDRESS:	GMAIL@ALLCITYINS.COM		
INSURED	SAJO MANAGEMENT GROUP LLC DBA SMG CONTRACTORS 1615 South Congress Avenue Suite 103 Delray Beach FL 33445-	INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : AMGUARD INSURANCE COMPANY		35378	
		INSURER B : Evanston Insurance Company		11738	
		INSURER C : Western World Insurance Company		13196	
		INSURER D :			
		INSURER E :			
		INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR A/I BLANKET GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			NPP6132818	02/03/2025	02/03/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SAAU589027	12/27/2024	12/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EZXS3188254	02/03/2025	02/03/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project Name: Sims Creek Preserve Public Access & Bioretention

Bid No.: NR 2025-02
Location:
Sims Creek Preserve
2022 Center St, Jupiter, FL 33458

CERTIFICATE HOLDER**CANCELLATION**

AI COMMJZ

TOWN OF JUPITER BUILDING DEPARTMENT 210 MILITARY TRAIL JUPITER FL 33458-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name: Sims Creek Preserve- Public Access/ Hydrologic Improvements		Department: Planning & Zoning
Link to Strategic Plan/Strategic Result: Uniquely Jupiter, Small Town Feel, Green, Blue and Open Spaces		Project #: R1703 Projected In-Service Date: 2027
Project Description and Justification: This project includes constructing public access improvements and hydrologic restoration. The construction improvements of this open space property include a small pervious parking lot, sidewalk, driveway, kayak launch, new freshwater wetland. After exotic removal in 2014, the Oak Hammock and mangrove habitat is flourishing. Hydrologic improvements include a new bioretention area and pervious pavement for the parking lot and driveway. As the property links to the Loxahatchee River and Intracoastal Waterway, additional stormwater storage and wetland planting are proposed on Sims Creek Preserve to restore the hydrology of the area and create a more nature wetland system abutting the creek. The kayak launch, landscape buffer and fence along the north property line were installed in 2023. The Town has secured additional funding from the Jupiter Inlet District (\$25,000) for the kayak launch, and a reimbursement grant from the Loxahatchee River Preservation Initiative for \$100,000 will be used to install the bioretention area and pervious parking/driveway. Design and permitting is underway for the bioretention area and pervious parking lot.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Permitting	\$25,000
2026	Construction of bioretention area, landscaping and public access improvements (e.g. pervious parking lot, driveway, sidewalk, lighting, etc.) with monies from prior year \$300,000	
2027	Install landscaping	\$50,000
2028		
2029		
Project Photo(s) / Map of Location		
  		

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM FINANCIAL INFORMATION 2025 - 2029								
Project Name: Sims Creek Preserve- Public Access/ Hydrologic Improvements							Department: Planning & Zoning	
Link to Strategic Plan/Strategic Result: Uniquely Jupiter, Small Town Feel, Green, Blue and Open Spaces							Project #: R1703	
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total	
Land acquisition	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000
Construction	\$360,000	\$25,000	\$0	\$50,000	\$0	\$0	\$0	\$435,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$2,925,000	\$25,000	\$0	\$50,000	\$0	\$0	\$0	\$3,000,000
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total	
General revenues	\$165,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Open space	\$2,592,500	\$0	\$0	\$50,000	\$0	\$0	\$0	\$2,642,500
Escrow & deposits (1)	\$42,500	\$0	\$0	\$0	\$0	\$0	\$0	\$42,500
Grant revenues (2)	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Contribution (3)	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$2,925,000	\$25,000	\$0	\$50,000	\$0	\$0	\$0	\$3,000,000
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total	
Amount Budgeted	\$3,135,000	\$65,000	\$0	\$0	-\$275,000	\$0	\$2,925,000	
Amount Expended	\$2,525,442	\$3,000	\$0	\$5,913	\$44,254	\$27,040	\$2,605,648	
Balance							\$319,352	

Notes:

- (1) 310-220811 Environmental Escrow
- (2) Loxahatchee River Preservation Initiative
- (3) Jupiter Inlet District Contribution

Bid Opening Date: March 23, 2025

Bid Opening Time: 2:30 PM

Location: Community Room

In Attendance: MerrianneSteph ProtterAshley Reeves

TOWN OF JUPITER

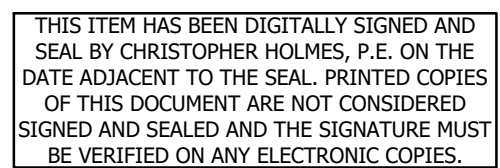
ITB BID TABULATION

Sims Creek Preserve Public Access and Bioretention

Contract/Bid Number: NR 2025-02

Per the invitation to bid, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The contractor corrected and signed the unit prices and the total sum and was accepted by the Town and the contractor.

<u>VENDOR</u>	<u>TOTAL BID PRICE</u>	<u>Alternative</u>	<u>BID BOND</u>
Sing contractors	\$297,004.60 \$321,052.00	\$297,004.60 Null	\$14,850.23
Fierce Construction	\$422,736.40		5% of bid
ferreira	\$726,955.57		\$726,955.57



NOTES:

1. BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29)
2. NGVD29 TO NAVD88 CONVERSION = -1.515 ± 0.052 USFT
3. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PATHWAYS TO AVOID EXISTING TREES PER DIRECTION FROM THE TOWN OF JUPITER.
4. CONTRACTOR SHALL FORM SIDEWALK S & VERIFY SLOPES POURING CONCRETE OR INSTALLING PERMEABLE PAVERS, CONTRACTOR SHALL ENSURE CROSS SLOPE IS NO GREATER THAN 1.5% AND RUNNING SLOPE IS NO GREATER THAN 5%. IF ANY DISCREPANCY ARISES, CONTRACTOR SHALL CONTACT ENGINEER FOR SOLUTION.
5. SEE SHEET ##### FOR TREE PROTECTION INFORMATION.

TOWN OF JUPITER
Replacement of Floridan Aquifer Raw Water Main Crossing (W2439)



DATE	August 19, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 85-25: Approving a contract to Felix Civil Construction LLC for Replacement of Floridan Aquifer Raw Water Main Crossing (W2439) for an amount of \$1,157,922, and amending the project budget.

EXECUTIVE SUMMARY

Resolution No. 85-25 provides for the award of a construction contract (W2439) to replace a damaged section of Floridan Aquifer raw water main crossing underneath Indiantown Road and the C-18 Canal, for an amount of \$1,157,922, to Felix Civil Construction LLC ("Felix") of Stuart, Florida. The Resolution also amends the total project budget from \$1,433,800 to \$1,580,863.

In fiscal year (FY) 2020, a Community Investment Program (CIP) project was adopted to construct three Floridan Aquifer (FA) wells with raw watermain (RWMs). Two of the wells included in the CIP project are located at the north and south ends of Jupiter Community Park. In 2022, approximately 1,500 feet of FA RWM with fiber optic conduit (FOC) was constructed from a location northwest of Jupiter Gardens Boulevard to the north side of Indiantown Road by horizontal directional drill (HDD), crossing underneath the South Indian River Control District's (SIRWCD) East Header Canal, the South Florida Water Management District's C-18 Canal and Indiantown Road. A Project Location Map is provided as Attachment 2. The FA RWM was catastrophically damaged by another contractor on March 17, 2024. In FY2025, the Town Council adopted a CIP project (W2439) to replace the catastrophically damaged RWM. The adopted CIP Sheet is provided as Attachment 3. The proposed contract with Felix provides for replacement of the damaged RWM and permanent abandonment of the existing damaged pipeline. The new RWM and FOC to be installed by HDD are necessary to support the four planned public water supply FA wells located in the wellfield north of Indiantown Road.

A solicitation for competitive bids for a contract (W2439) to replace the damaged Floridan Aquifer raw water main crossing was publicly advertised in accordance with the Town's purchasing policy on June 8, 2025. On July 15th, 2025, five (5) bids were received, with the lowest bid submitted by Felix Civil Construction LLC, for an amount of \$1,157,922. A detailed bid tabulation is provided as Attachment 4. Felix's bid is 7% lower than the second-lowest bid and 70% higher than the cost of the original installation. The increase in construction cost can be attributed to slightly increased quantities of pipe and fiber conduit due to a deeper installation, permanent abandonment of the damaged RWM, and current construction market pricing for materials, labor and equipment. Felix's bid was reviewed and found to be responsive to the bid requirements. A bid review letter is provided as Attachment 7. Reference checks were conducted and reflect a favorable work history. Felix has performed underground utility work, including construction via HDD, for the Town's Water and Stormwater Utilities, in recent and past years, and has done so professionally and successfully fulfilling their contractual

obligations. Felix Civil Construction LLC is experienced and qualified to complete the work set forth in this contract.

Attachment 8 provides an updated project budget that reflects expended and anticipated costs necessary to complete the work under the proposed contract. Funding appropriated in the CIP budget falls short by \$147,063. Approval for funds to be transferred from the Water Enterprise Renewal & Replacement (R&R) fund to cover the budget shortfall is requested. The proposed total amended CIP project budget after the budget transfer would be \$1,580,863. Notices of claims for property damage have been filed for damage to the Town's RWM and recovery is being sought.

Provided this contract with Felix Civil Construction is approved on August 19, 2025, it is anticipated that construction will begin in November 2025 and be completed by April 2026.

The Town Attorney has reviewed the attached agreement and finds it to be in acceptable form.

ANALYSIS

The Town's FY2025 Community Investment Program (CIP) includes a project to replace the Town's damaged Floridan Aquifer Raw Water Main. Competitive bids were received on July 15, 2025, for a construction contract to replace the damaged pipeline and associated fiber optic conduit, with the lowest bid submitted by Felix Civil Construction LLC of Stuart, Florida, at an amount of \$1,157,922. Felix's bid is responsive to the bid requirements and suitable for award. An updated project budget is provided as Attachment 8 that shows additional funding of an amount of \$147,063 is needed to complete this project. Approval of a budget transfer of \$147,063 from the Water Enterprise Renewal and Replacement (R&R) fund is requested to amend the total CIP project budget from \$1,433,800 to \$1,580,863.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution 85-25
2. Project Location Map
3. FY2025 Adopted CIP, 24-Inch Floridan Aquifer Raw Water Main Replacement
4. W2439 Detailed Bid Tabulation
5. Felix Civil Construction Bid Proposal for W2439
6. W2439 Agreement (Contract) between the Town and Contractor
7. Hazen Bid Review
8. Proposed Amended Project Budget

FUNDING SOURCE

Amount of this Request	\$1,157,922	
Amount Approved in Budget	\$1,302,378	Sources: 40151033-563401-W2439 – CIP Emergency 24" FA RWM Replacement

Additional Funding Requested	\$ 147,063	Sources: 400-380000 - Water Enterprise R&R Fund
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For more information or copies of the attachments, please contact Haley Johnson at haleyj@jupiter.fl.us or 561-741-2469.

RESOLUTION NO. 85-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR REPLACEMENT OF FLORIDAN AQUIFER RAW WATER MAIN CROSSING (W2439) WITH FELIX CIVIL CONSTRUCTION, LLC AND AMEND THE PROJECT BUDGET.

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 of Jupiter has prepared and competitively bid a contract which sets forth the scope of work and responsibilities for replacement of a damaged section of Floridan Aquifer raw water main and fiber optic conduit via horizontal directional drill under Indiantown Road, the South Florida Water Management District C-18 Canal, and the South Indian River Water Control District east header canal; and

WHEREAS, the lowest responsive bid received by the Town for the Replacement of Floridan Aquifer Raw Water Main Crossing (W2439) contract was submitted by Felix Civil Construction, of Stuart, Florida on July 15th, 2025, for a total bid amount of \$1,157,922; and

WHEREAS, Felix Civil Construction's bid for Replacement of Floridan Aquifer Raw Water Main Crossing (W2439) was reviewed and found to be responsive to the bid requirements and suitable for award of the proposed construction contract; and

WHEREAS, funding for construction of the Replacement of Floridan Aquifer Raw

Water Main Crossing (W2439) appropriated in the FY2025, Town of Jupiter Community Investment Program (CIP) 24-Inch Floridan Aquifer Raw Water Main Emergency Replacement (W2439) project falls short by \$147,063; and,

WHEREAS, the budget shortfall can be accommodated by a budget transfer of \$147,063 from the Water Enterprise Renewal and Replacement fund thereby amending the total project budget from \$1,433,800 to \$1,580,863;

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

Section 1. The Contract between the Town of Jupiter and Felix Civil Construction is hereby approved.

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

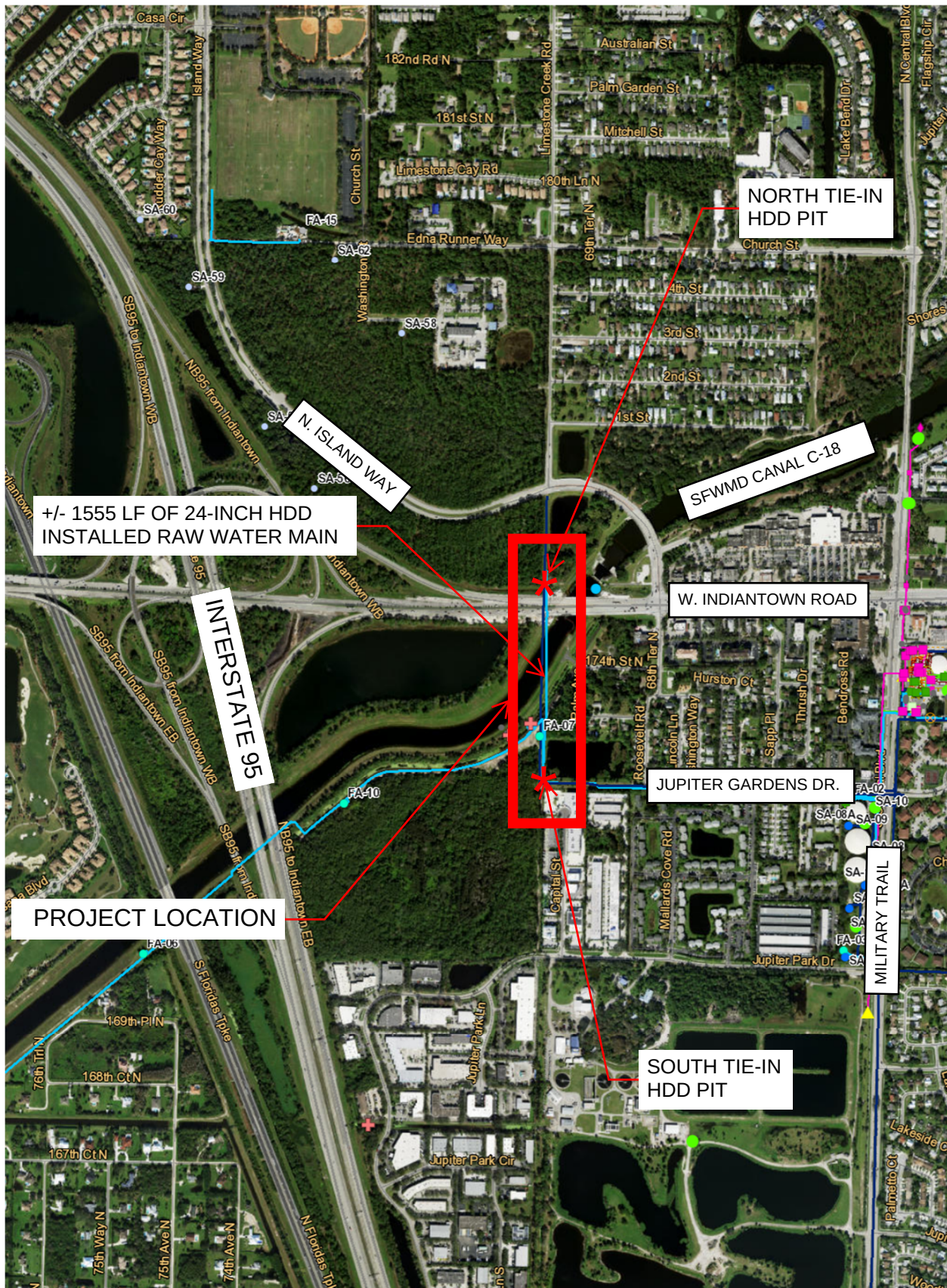
Section 3. Upon the acceptance and execution of the Contract, Felix Civil Construction shall be responsible for carrying out all responsibilities which have been established therein.

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

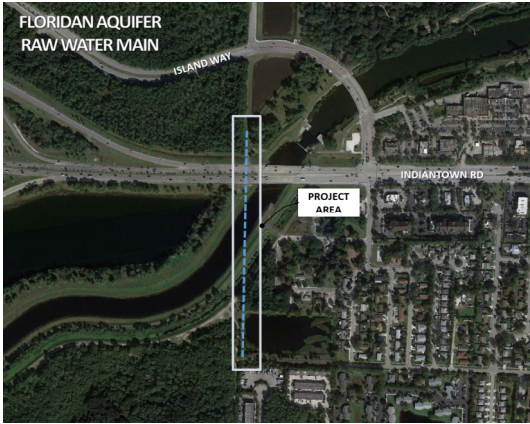
08/19/2025

PROJECT LOCATION MAP

REPLACEMENT OF 24-INCH FA RWM ITR C-18



COUNTY: PALM BEACH
TOWNSHIP: 41
RANGE: 42
SECTIONS: 3 AND 4

TOWN OF JUPITER COMMUNITY INVESTMENT PROGRAM 2025 - 2029		
Project Name:		Department:
24-inch Floridan Aquifer Raw Water Main Emergency Replacement		Utilities
Link to Strategic Plan/Strategic Result:		Project #:
Safety / Fiscal Responsibility		W25XX
Project Description and Justification:		Projected In-Service Date:
A project to construct four Floridan Aquifer (FA) wells and corresponding raw watermain (RWM) along Island Way was adopted in the 2020 CIP. A 1,500 foot section of 24-inch FA RWM extending from the south side of the C-18 Canal to the north side of Indiantown Road was installed via horizontal directional drill (HDD) in 2022. Irreparable damage occurred to the HDD segment of pipe on March 17, 2024, when it was struck by another contractor at a location approximately 50 feet below ground surface. Replacement of the 1,500 foot section of RWM is necessary to place the new wells, which are currently under construction, into service. This project supports the Town's Strategic Plan of Fiscal Responsibility and Safety by providing water supply necessary to satisfy customer demands for safe and reliable drinking water which meets all regulatory standards, and by protecting existing assets to achieve their useful life. Replacement of the damaged RWM is recommended rather than attempts to repair due to the depth of damage and uncertainty of the extent of damage. Potentially feasible repair options were evaluated and found to carry considerable risk and be more costly than full replacement. Notice of claims for property damage have been filed with the entities responsible for damage to the Town's RWM. Budget for this project includes design, permitting and construction of the replacement RWM and associated fiber conduit, and in-place abandonment of the existing, damaged pipeline. Design, permitting and construction of this section of 24" RWM in 2022 was ~\$900,000.		
Location(s) and Program Schedule		
Fiscal Yr	Scope	Budget
2025	Design, permitting and construction of a replacement FA raw watermain under the C-18 Canal and Indiantown Road by horizontal directional drill and in place abandonment of the damage pipeline	\$1,433,800
2026		\$0
2027		\$0
2028		\$0
2029		\$0
Project Photo(s) / Map of Location		
 		

**TOWN OF JUPITER
COMMUNITY INVESTMENT PROGRAM
FINANCIAL INFORMATION
2025 - 2029**

Project Name:							Department:
24-inch Floridan Aquifer Raw Water Main Emergency Replacement							Utilities
Link to Strategic Plan/Strategic Result:							Project #:
Safety / Fiscal Responsibility							W25XX
Project Budget:	Prior to 2025	2025	2026	2027	2028	2029	Total
Land acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning / Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$286,760	\$0	\$0	\$0	\$0	\$286,760
Construction	\$0	\$1,147,040	\$0	\$0	\$0	\$0	\$1,147,040
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budget	\$0	\$1,433,800	\$0	\$0	\$0	\$0	\$1,433,800
Funding Sources:	Prior to 2025	2025	2026	2027	2028	2029	Total
General revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Surtax proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Escrow & deposits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grant revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater R&R funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water R & R funds	\$0	\$1,433,800	\$0	\$0	\$0	\$0	\$1,433,800
Off-site fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$1,433,800	\$0	\$0	\$0	\$0	\$1,433,800
Previous Years:	Prior to FY 2020	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
Amount Budgeted	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Expended	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Balance							\$0



Town of Jupiter Utilities
REPLACEMENT OF FLORIDAN AQUIFER RAW WATER MAIN CROSSING (W2439)

July 15, 2025 2:15pm Bid Opening

VENDOR				FELIX CIVIL CONSTRUCTION, LLC		DBE MANAGEMENT, LLC (dba DBE UTILITY SERVICES)		ACCURATE DRILLING SYSTEMS, INC.		QUALITY ENTERPRISES USA, INC.		SOUTHERN UNDERGROUND INDUSTRIES, INC.	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS													
1	Consideration for Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2	Bonds and Insurance	1	LS	\$22,000.00	\$22,000.00	\$24,000.00	\$24,000.00	\$18,970.00	\$18,970.00	\$12,000.00	\$12,000.00	\$41,000.00	\$41,000.00
3	General Conditions/Contract Administration	1	LS	\$34,000.00	\$34,000.00	\$28,644.00	\$28,644.00	\$32,646.00	\$32,646.00	\$5,000.00	\$5,000.00	\$62,717.00	\$62,717.00
4	Mobilization/Demobilization	1	LS	\$57,000.00	\$57,000.00	\$57,015.00	\$57,015.00	\$54,410.00	\$54,410.00	\$66,673.00	\$66,673.00	\$107,000.00	\$107,000.00
5	Shop Drawings/Utility Investigation/Record Drawings/GPS Data	1	LS	\$50,000.00	\$50,000.00	\$41,604.00	\$41,604.00	\$25,000.00	\$25,000.00	\$13,329.00	\$13,329.00	\$70,322.00	\$70,322.00
6	Unforeseen Conditions Allowance	1	ALLOW	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
7	Remove and Reinstall 6-foot High Chain Link Fence at Both Access Pits on the South Side	1	LS	\$10,000.00	\$10,000.00	\$25,568.00	\$25,568.00	\$5,500.00	\$5,500.00	\$9,036.00	\$9,036.00	\$82,130.00	\$82,130.00
8	Remove and Reinstall 24" Valves and Ductile Iron Fittings	1	LS	\$120,000.00	\$120,000.00	\$76,176.00	\$76,176.00	\$60,000.00	\$60,000.00	\$78,549.00	\$78,549.00	\$151,362.00	\$151,362.00
9	Grout and Abandon in Place 24-Inch HDPE Raw Water Main including Access Pits	111	CY	\$602.00	\$66,822.00	\$651.00	\$72,261.00	\$700.00	\$77,700.00	\$422.00	\$46,842.00	\$1,304.00	\$144,744.00
10	Install 24" HDPE DR-9 via Horizontal Directional Drill as shown on the Drawings including 2.5" HDPE DR-9 Fiber Optic Pipe, Tracer Wires and Access Pits	1	LS	\$603,000.00	\$603,000.00	\$647,800.00	\$647,800.00	\$698,000.00	\$698,000.00	\$1,068,171.00	\$1,068,171.00	\$970,198.00	\$970,198.00
11	All Other Work in the 24" HDPE Abandonment and Replacement Portions of the Contract	1	LS	\$45,000.00	\$45,000.00	\$82,700.00	\$82,700.00	\$128,000.00	\$128,000.00	\$20,517.00	\$20,517.00	\$79,144.00	\$79,144.00
12	Disinfect and provide passing bacteriological testing of ±7,800 LF of existing 12", 16", 20", and 24" HDPE Pipe	1	LS	\$50,000.00	\$50,000.00	\$91,040.00	\$91,040.00	\$125,000.00	\$125,000.00	\$38,013.00	\$38,013.00	\$335,400.00	\$335,400.00
Bid Total (Item Nos. 1-12) =					\$1,157,922.00		\$1,246,908.00		\$1,325,326.00		\$1,458,230.00		\$2,144,117.00

BID PROPOSAL**Bidding Company Name:** Felix Civil Construction, LLC.

Town of Jupiter Utilities
 210 Military Trail
 Jupiter, FL 33458

Gentlemen:

The undersigned, as Bidder, hereby declares that the only Persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, detailed Specifications, and Form of Contract and Bond, together with the accompanying plans, and that he has read all addenda issued prior to the opening of Bids; and that he has fully examined the site and the project documents and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to the prosecution and completion of the work, to wit:

Furnish all labor, equipment and materials necessary to complete the Work, which includes, but is not limited to:

Properly abandon approximately 1,420 LF of 24-Inch HDPE raw water main under the SIRWCD Canal, FDOT's Indiantown Road and SFWMD's Canal C-18 in accordance with the Contract Documents. This work includes, but is not limited to: removing and replacing portions of 6-foot high chain link fence; providing dewatering, shoring and other equipment necessary to excavate access pits around both ends of the existing 24-Inch HDPE raw water main; remove and salvage 24-Inch ductile iron tees, sleeves, plugs and other material from each end; grout fill the abandoned 24-Inch HDPE pipe from each end with an estimated 111 cubic yards of grout; backfill, replace any stabilized or base rock areas, compact, regrade, sod and restore both areas to like or better condition than prior to construction.

Construct approximately 1,620 linear feet of 24-inch DIPS DR9 HDPE raw water main piping from the Limestone Creek Road extension north of Indiantown Road traveling southward, crossing below the C-18 Canal and Indiantown Road east of I-95, and ending near the western terminus of the Jupiter Gardens Drive right-of-way. The crossing below the canal and roadway will be accomplished via Horizontal Directional Drilling (HDD). A parallel 2.5-inch DR9 HDPE conduit will be installed with the primary HDD pipeline. Open cut HDPE piping to make tie-ins to the existing system on either side of the HDD is also necessary, including temporary fencing, removing and replacing portions of 6-foot-high chain link fencing, dewatering, shoring and other equipment necessary to excavate, install, backfill, compact, regrade and restore both areas. The project will include surface restoration of all areas impacted by construction to like or better condition than prior to construction.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows on the Bid Schedule of Values, all in accordance with the requirements and provisions of the Contract Documents.

BIDDING COMPANY NAME: Felix Civil Construction, LLC.

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BID SCHEDULE OF VALUES – REVISED BY ADDENDUM 2

REPLACEMENT OF FLORIDAN AQUIFER RAW WATER MAIN CROSSING (W2439)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE
A. GENERAL BID ITEMS					
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (Not to exceed 2% of Construction Bid Items)	1	LS	\$ <u>22,000.00</u>	\$ <u>22,000.00</u>
3	General Conditions/Contract Administration <u>3</u> % of Bid Price (Not to exceed 3% of Construction Bid Items)	1	LS	\$ <u>34,000.00</u>	\$ <u>34,000.00</u>
4	Mobilization and Demobilization (Not to exceed 5% of Construction Bid Items)	1	LS	\$ <u>57,000.00</u>	\$ <u>57,000.00</u>
5	Shop Drawings/Utility Investigation/Record Drawings/GPS Data	1	LS	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
6	Unforeseen Conditions Allowance	1	AL	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
B. CONSTRUCTION BID ITEMS					
7	Remove and Reinstall 6-foot High Chain Link Fence at Both Access Pits on the South Side	1	LS	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
8	Remove and Reinstall 24" Valves and Ductile Iron Fittings	1	LS	\$ <u>120,000.00</u>	\$ <u>120,000.00</u>
9	Grout and Abandon in Place 24-Inch HDPE Raw Water Main including Access Pits	111	CY	\$ <u>602.00</u>	\$ <u>66,822.00</u>
10	Install 24" HDPE DR-9 via Horizontal Directional Drill as shown on the Drawings including 2.5" HDPE DR-9 Fiber Optic Pipe, Tracer Wires and Access Pits	1	LS	\$ <u>603,000.00</u>	\$ <u>603,000.00</u>
11	All Other Work in the <u>24" HDPE Abandonment and Replacement Portions of the</u> Contract	1	LS	\$ <u>45,000.00</u>	\$ <u>45,000.00</u>
12	<u>Disinfect and provide passing bacteriological testing of ±7,800 LF of existing 12", 16", 20", and 24" HDPE Pipe</u>	<u>1</u>	<u>LS</u>	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Bid Amount (Item Nos. 1 - 12) = \$ 1,157,922.00

* Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items.

Total Base Bid Amount (Item Nos. 1 - 12) in Words: one million, one hundred fifty seven thousand, nine hundred and twenty two dollars zero cents

LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall list below information regarding subcontractors and suppliers, who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work, or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor's Total Bid Price. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor/Supplier Name & Address
Grout Pumping	N/A	6%	Superior Grouting Services, Inc. 8927 Meadow Vista Blvd Houston, Texas 77064
Fencing	CUC 1224947	1 %	Felix Civil Construction, LLC. 8528 SW Kansas Ave. Stuart, FL 34997
Horizontal Directional Drilling	CUC 1226391	28 %	All Florida HDD, LLC. 4215 SW High Meadows Ave. Palm City, FL 34990
Underground Utilities	CUC 1224947	65 %	Felix Civil Construction, LLC. 8528 SW Kansas Ave. Stuart, FL 34997

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Attach additional pages as needed.

QUALIFICATION REQUIREMENTS

(Complete these pages entirely and include with Sealed Bid. Attach copies of applicable Licenses)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information for which OWNER cannot corroborate is grounds for rejection of Bid. (Use additional sheets as needed to provide the required information.)
- B. The individual who holds the General Contractor's or Underground Utility and Excavation Contractor's License for the firm awarded the Work for this Contract shall be active in the management and ownership of the firm and shall be available to provide expertise on the project during the course of the project, for the complete duration of the project, as needed. Provide the name of the individual who holds the State of Florida Contractor license and license number:

Vincent Amato President CGC1507744

Benjamin Miller Vice President CUC1224947

1. State the numbers of years your organization has been doing business in the State of Florida:

15

2. State the number of years your organization has been doing business as a licensed General Contractor or Underground Utility and Excavation Contractor in the State of Florida:

15

3. We typically perform 70 % of the work with our own forces. List trades below for which your organization is qualified to self-perform on this project:

Underground utility installation and removal, Clearing, Demolition, swale grading, Erosion Control
measures, MOT, WM Testing, Removal and replacement of sidewalks, driveways and curb, open
cut trench repair and WM services.

4. Has Bidder ever failed to complete awarded work? No.
If so, state where, when and why:

QUALIFICATION REQUIREMENTS (CONTINUED)

5. State the location of the office from which this contract will be managed.

8528 SW Kansas Ave., Stuart, Fl., 34997

6. State the number of employees available to complete the work contemplated by this contract.

104

7. Provide the name and experience of the Project Manager who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Benjamin Miller - See attached resume.

8. Provide name and experience of the Project Superintendent who will be assigned to this contract, if awarded. Include number of years in this position and with this company. If less than 3 years with this company provide name and contact information for previous employer. (Attach additional pages as necessary).

Matt Tracer or Jason Starnes- See attached resumes.

9. List equipment owned by Contractor to complete the Work identified for this contract.

Please see the attached list of contractor owned equipment. Felix Civil Construction will most likely utilize a small to medium sized excavator, medium sized loader, skid steer and small dozer for this project.

10. List equipment to be rented by Contractor to complete the Work of this contract.

None.

QUALIFICATION REQUIREMENTS (CONTINUED)

11. Only Bidders and Subcontractor(s) who are deemed qualified by Owner, at Owner's sole discretion, will be considered for contract award. Failure to provide previous experience and qualification information requested by the Bidding Documents with the Bidder's Sealed Bid, or if the Owner cannot corroborate the previous experience and qualification information submitted by Bidder in Bidder's Sealed Bid, may result in Bid disqualification.

NOTE:

Bidder shall complete and submit with the Sealed Bid the following Bidder Qualification forms for the Prime Contractor and all Major Subcontractors (each whose value of work to be performed is greater than 2% of the Prime Contractor's Total Bid). All information requested on the forms shall be provided in sufficient detail for Owner to perform a comprehensive review of the Bid. For Major Subcontractors, provide previous experience and qualifications for at least five (5) projects completed over the past five (5) years.

NOTE:

Bidders may provide additional information to assist Owner in evaluating previous experience and qualifications. Copy the forms and attach additional pages as needed.

NOTE: In order to be deemed acceptable for the purpose of determining Bidder Qualification, similar projects shall be listed on the following forms and have all information completed (blanks correctly filled in) including contact names and telephone numbers of both the Owner and Engineer.

12. BIDDER shall demonstrate the ability to complete projects on time within the contract completion dates. List ALL projects completed within the last three years that were not completed on schedule and for which liquidated damages (LD) were not incurred. Attach additional pages as needed:

PROJECT NAME: None.

OWNER NAME/CONTACT INFO: _____

CONTRACT COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

13. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) are accumulating or were incurred, either directly or indirectly. Attach additional pages as needed:

PROJECT/OWNER: None.

TOTAL LD AMOUNT ASSESSED: _____

REASON FOR LDs: _____

14. List ALL projects within the past five years (underway or completed) in which adverse litigation, including but not limited to mediation, involving the Owner of the project, occurred, either directly or indirectly with the Bidder or his/her subcontractors. Attach additional pages as needed:

PROJECT: None.

OWNER: _____

TYPE OF
LITIGATION: _____

REASON FOR LITIGATION: _____

15. A copy of Bidder's most recent audited financial statement may be requested as additional information after bids are received during the bid evaluation process.

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PROCEED TO NEXT PAGE

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Marigold Avenue- Lake Marion Creek & Lake Cherry Hill Water Main Crossing & Kissimmee, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: 2000' of 20" DR-11 HDPE WM installed by HDD.

CONTRACT VALUE: \$1,304,073.00

TOTAL VALUE OF CHANGE ORDERS: \$123,163.38

REASON FOR CHANGE ORDERS: Engineer directed changes.

CONTRACT START AND COMPLETION DATES: 7/05/2023 and 4/1/2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Edgar Pena 407-839-3955

ENGINEERING FIRM (DURING CONSTRUCTION): Tetra Tech

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Janine M Alexande 407-839-3955

201 East Pine Street, Suite 1000

Orlando, Florida 32801

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: F-19 Glades Cutoff Raw Water Main & Port Saint Lucie, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: Install new 18" DR11 HDPE RWM by HDD under I-95

CONTRACT VALUE: \$599,887.75

TOTAL VALUE OF CHANGE ORDERS: -\$67,284.50

REASON FOR CHANGE ORDERS: Engineers estimate was off and Felix Civil didn't use all of the qty listed.

CONTRACT START AND COMPLETION DATES: 6/26/2022 to 2/22/2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: David Garland & 772-807-4414

ENGINEERING FIRM (DURING CONSTRUCTION): Civilsury Design Group, Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Craig Fuller & 866-397-4771

2525 Drane Field Rd

Lakeland, FL 33811

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: Glades to Tradition RWM Project & Port Saint Lucie, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2022

SCOPE OF WORK: Install 3,000' of 24" HDPE Reuse WM by HDD and 9,860' of 24" & 30" PVC RWM and FM by open cut.

CONTRACT VALUE: \$4,994,936.00

TOTAL VALUE OF CHANGE ORDERS: \$506,456.97

REASON FOR CHANGE ORDERS: Engineer added 200' of 36" PVC FM, valves and fittings.

CONTRACT START AND COMPLETION DATES: 6/20/2022 to 9/11/2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Carlos Camacho & 772-579-0734

ENGINEERING FIRM (DURING CONSTRUCTION): Holtz Consulting Engineers, Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Curtis Robinson & 772-919-4905

607 SW St. Lucie Crescent, Suite 103

Stuart, Florida 34994

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Indrio Rd 16" WM & 12" FM Extension and Fort Pierce, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: Install 5,800' of 16" PVC WM by open cut and 3,150' of 20" HDPE by HDD.

Install 8,400' of 12" PVC FM by open cut and 5,150' of 16" HDPE by HDD.

CONTRACT VALUE: \$5,615,905.71

TOTAL VALUE OF CHANGE ORDERS: \$63,506.89

REASON FOR CHANGE ORDERS: Slight differences between engineer's qty and actual qty installed.

CONTRACT START AND COMPLETION DATES: 7/18/2023 to 9/13/2024

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Jean Lazarre & 772-462-1829

ENGINEERING FIRM (DURING CONSTRUCTION): Masteller & Molar, Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Sean Green & 772-567-5300

1655 27th Street, Suite 2

Vero Beach, FL 32960

ADDITIONAL INFORMATION: _____

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: Citrus Blvd FM & WM Extension & Stuart, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☒ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: Installation of 13, 800' of 16" PVC WM by open cut, 1,120' 16" HDPE WM completed by HDD. 14,400' of 8" PVC FM installed by open cut and 1,400' of 8" HDPE FM HDD.

CONTRACT VALUE: \$2,713,341.00

TOTAL VALUE OF CHANGE ORDERS: \$6,782.60

REASON FOR CHANGE ORDERS: Additional Sod.

CONTRACT START AND COMPLETION DATES: 7/21/2021 to 2/11/2022

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: Shadow Lake Groves, Inc. 772-220-2800

ENGINEERING FIRM (DURING CONSTRUCTION): Mackenzie Engineering & Planning, Inc.

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

Kevin Trepanier & 772-286-8030

1172 SW 30th Street, Suite 500

Palm City, Florida 34990

ADDITIONAL INFORMATION: _____

PROPOSAL (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement/Contract within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions.

Substantial Completion:	170 calendar days from Notice to Proceed
Final Completion:	200 calendar days from Notice to Proceed

The undersigned understands the Contract Time starts on the date of Notice to Proceed. The undersigned understands the Contract Times include Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

There is enclosed a bid guarantee consisting of five percent (5%) of bid price.

The undersigned agrees that all bid documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 4 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bonds, power of attorney's, and insurance within (15) days after receipt of a Notice Intent to Award or a Notice of Award, whichever comes first, the check, bond, or other security accompanying undersigned's Bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying undersigned's Bid shall be returned to the undersigned.

The undersigned acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfers (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned, if awarded the contract, agrees to furnish at time of signing the contract, a payment bond and a performance bond, each in the amount of 100% of the contract value as set forth in "Instructions to Bidders".

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.

PROPOSAL (CONTINUED)

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

SUBMITTAL DATE July 15th, 2025

FIRM NAME Felix Civil Construction, LLC.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 26-4299335

(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 Benjamin Miller and Vice President

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Bmiller@felixcivil.com

BUSINESS ADDRESS 8528 SW Kansas Ave., Stuart, FL 34997

BUSINESS TELEPHONE 772-220-2722

STATE OF INCORPORATION Florida

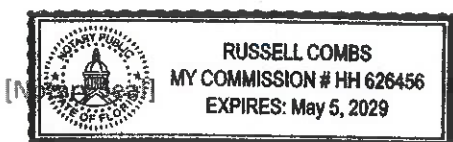
FULL NAMES AND ADDRESSES OF PERSONS OR PARTIES INTERESTED IN THE FOREGOING BID, AS PRINCIPALS:

Vincent Amato, 8528 SW Kansas Ave., Stuart, FL 34997

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

Benjamin Miller, Vice President, Bmiller@felixcivil.com, 772-220-2722

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 15th day of July, 20 25 by Benjamin Miller Vice President of Felix Civil Construction, LLC., who [X] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.



NOTARY PUBLIC

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION			
Company Name: Felix Civil Construction, LLC.			
Address 1:		8528 SW Kansas Avenue	
Address 2:			
City, State, Zip:		Stuart, Fl. 34997	
Telephone No.:		772-220-2722	
Fax No.:		772-220-2728	
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General Commercial Liability Insurance - Professional Liability Insurance - Contractors Pollution Liability Insurance - Worker's Compensation Insurance			
3.2 How long have you been covered by your current provider of Worker's Compensation Insurance?			
5 Years			
3.3 List the Experience Modification Ratio (EMR) that has been applied to your company's worker's compensation insurance policy for the past five years:			
Year	Intrastate EMR	Interstate EMR	Comments
2025		Won't come out until 2026	
2024		.68	
2023		.87	
2022		.98	
2021		.98	

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: Daniel Culnen

Address 1: 783 Riverview Drive, PO Box 324

Address 2:

City, State, Zip: Totowa, New Jersey 07512

Telephone No.: 973-890-0900

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: 2022		Year: 2023		Year: 2024	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases	3		0		0	
Restricted Workday Cases	0		1		1	
Medical Treatment (not First Aid) Cases	0		0		1	
Total Illness Cases	0		0		0	
Total Recordable Cases	3		1		1	
Fatalities	0		0		0	

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

No fatalities, No State or Federal Safety Citations within the past 3 years.

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

SECTION 5: SAFETY MEETINGS

5.1 Do you require that *documented* safety meetings be held for:

- Field Supervisors? ☒ Yes ☐ No Frequency: Weekly
- Employees? ☒ Yes ☐ No Frequency: Weekly
- New Hires? ☒ Yes ☐ No Frequency: Weekly
- Subcontractors? ☒ Yes ☐ No Frequency: Weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: John Mura Title: Safety Manager

How frequently will the representative visit the project site? Weekly

SECTION 7: HEALTH AND SAFETY PROGRAM

7.1 Does the company have a health and safety program? If yes, please give details below. (The contractor is encouraged to attach a copy of the program to satisfy this requirement).

Yes, please see attached in USB. It is over 80 pages.

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: John Mura Title: Safety Manager

Telephone No.: 772-485-6161

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): Benjamin Miller Title: Vice President

Signature:  Date: July 15th, 2025

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Felix Civil Construction, LLC. [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 Felix Civil Construction, LLC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



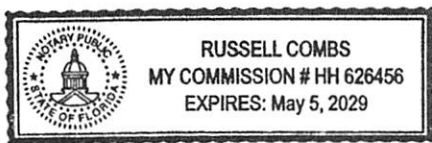
Print Name: Benjamin Miller
Date: July 15th, 2025

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this July 15th, 2025 (date) by Benjamin Miller, Vice President (name of officer or agent, title of officer or agent) of Felix Civil Construction, LLC. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

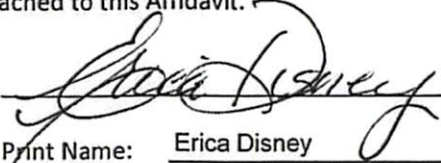
My Commission Expires: 5/5/2029

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Superior Grouting Services, Inc. [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 Superior Grouting Services, Inc. [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

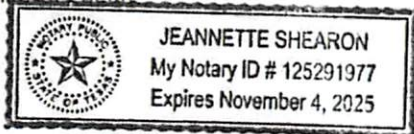

Print Name: Erica Disney
Date: 07/15/25

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 15th (date) by July (name of officer or agent, title of officer or agent) of Erica Disney - Vice President (name of contractor company acknowledging), a Texas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced TX Driver's License (type of identification) as identification.

[Notary Seal]



Notary Public

Jeannette Shearon

Name typed, printed or stamped

My Commission Expires: November 4, 2025

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that All Florida HDD, LLC [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 All Florida HDD, LLC [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Adam Hockensmith

Date: 07/14/25

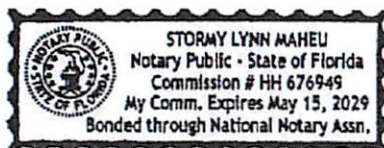
STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of/physical presence or / online notarization, this 7-15-25 (date) by Adam Hockensmith (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification.

[Notary Seal]

Notary Public



Stormy Lynn Maheu
Name typed, printed or stamped

My Commission Expires: May 15, 2029

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 Town of Jupiter
[print name of the public entity]
by Benjamin Miller Vice President
[print individual's name and title]
for Felix Civil Construction, LLC.
[print name of entity submitting sworn statement]
whose business address is 8528 SW Kansas Ave., Stuart, FL 34997

and (if applicable) its Federal Employer Identification Number (FEIN) is:
26-4299335
(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.]**

X 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.

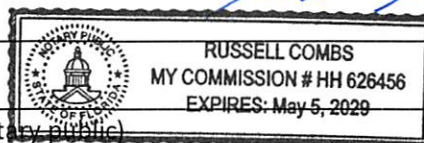

[signature]

Sworn to and subscribed before me this 15th day of July, 2025

Personally known to me as Benjamin Miller, Vice president of Felix Civil Construction, LLC.

OR Produced identification _____ Notary Public – State of Florida

My commission expires 5/5/2029



(Printed typed or stamped commissioned name notary public)

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE EXTENDED (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	COST
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A.	Trench Safety	LS	1	x	\$2000.00 = \$2,000.00
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B. _____

C. _____

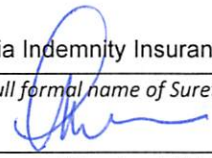
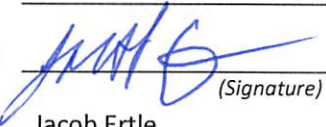
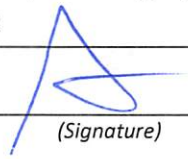
D. _____

Failure to complete the above may result in the bid being declared non-responsive.

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PROCEED TO NEXT PAGE

BID BOND

**This page should be clearly marked with a tab for easy identification during the bid opening process.*

BIDDER		SURETY			
Name: Felix Civil Construction, LLC. Phone: 772-220-2722 Address (principal place of business): 8528 SW Kansas Ave. Stuart, FL 34997 Email Address: Bmiller@felixcivil.com		Name: Philadelphia Indemnity Insurance Company Phone: 973-435-3306 Address (principal place of business): One Bala Plaza East, Ste. 100 Bala Cynwyd, PA 19004 Email Address: Lnosal@chagency.com			
OWNER		BID			
Name: Town of Jupiter Phone: 561-746-5134 Address (principal place of business): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Town Hall 210 Military Trail Jupiter, FL 33458 </td> <td style="width: 50%; vertical-align: top;"> Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email address: stevenm@jupiter.fl.us </td> </tr> </table>		Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email address: stevenm@jupiter.fl.us	Project (name and location): Replacement of Floridan Aquifer Raw Water Main Crossing (W2439), Jupiter, FL North and south of Indiantown Road along the extension of Limestone Creek Road from Island Way south across Indiantown Road, C-18 Canal, and the SIRWCD Canal. Bid Due Date: <u>July 8th, 2025</u>	
Town Hall 210 Military Trail Jupiter, FL 33458	Water Treatment Facility 17403 Central Blvd. Jupiter, FL 33458 Email address: stevenm@jupiter.fl.us				
BOND					
Penal Sum: 5% of amount bid		Date of Bond: July 8, 2025			
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. Surety affirms it is authorized to do business in the State of Florida, and the Town of Jupiter, and as having an Agent resident therein.					
Bidder Felix Civil Construction, LLC. (Full formal name of Bidder)		Surety Philadelphia Indemnity Insurance Company (Full formal name of Surety) (corporate seal)			
By:  (Signature)		By:  (Signature) (Attach Power of Attorney)			
Name: Benjamin Miller (Printed or typed)		Name: Lisa Nosal (Printed or typed)			
Title: Vice President		Title: Atty-in-fact			
Attest:  (Signature)		Attest:  (Signature)			
Name: Jacob Ertle (Printed or typed)		Name: Adriana Giammichele (Printed or typed)			
Title: Estimator		Title: Secretary			
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.					

BID BOND (CONTINUED)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds, Power of Attorney(s), and Certificate(s) of Insurance required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by email with read receipt, personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of New Jersey]
County of Essex] -ss

My Commission expires:

ADRIANA GIAMMICHELE
Commission # 50216740
Notary Public, State of New Jersey
My Commission Expires
December 08, 2028

Notary Public



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Louis A. Vlahakas, Robert Culnen, Joseph W. Mallory, Lisa Nosal, Pamela J. Boyle, Mark Culnen, and Adriana Giammichele of Foundation Risk Partners, Corp. dba C&H Agency, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Unlimited.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



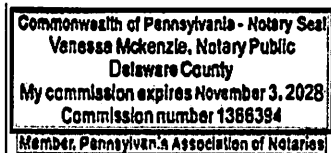
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of July, 2025.



Ed Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2024	2023
Bonds (fair value \$9,153,035 and \$8,720,743)	\$ 9,774,560	\$ 9,263,769
Preferred stocks (fair value \$6,762 and \$8,060)	6,762	8,060
Common stocks (cost \$17,100 and \$18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	-
Other invested assets (cost \$219,302 and \$201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176,533	147,539
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from affiliates	6,240	7,123
Federal income taxes receivable	8,824	-
Net deferred tax assets	168,818	162,612
Other assets	19,448	11,103
Total admitted assets	\$ 12,764,101	\$ 12,194,623

Liabilities and Capital and Surplus

Liabilities:

Unpaid loss and loss adjustment expenses	\$ 6,059,913	\$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable	-	2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54,505	62,438
Total liabilities	8,815,290	8,365,456

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,558,240	3,438,596
Total surplus	3,944,311	3,824,667
Total capital and surplus	3,948,811	3,829,167
Total liabilities and capital and surplus	\$ 12,764,101	\$ 12,194,623

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal
Kimberly A. Kessleski, Notary Public
Montgomery County
My commission expires December 18, 2028
Commission number 1245769
Member, Pennsylvania Association of Notaries

Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski, Notary

Sworn to before me this 3rd day of June 2025.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AMATO, VINCENT JAMES

FELIX CIVIL CONSTRUCTION, LLC
19270 PINETREE DR
JUPITER FL 33469

LICENSE NUMBER: CGC1507744

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/09/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MILLER, BENJAMIN MICHAEL

FELIX CIVIL CONSTRUCTION, LLC
8528 S W KANSAS AVE
STUART FL 34997

LICENSE NUMBER: CUC1224947

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

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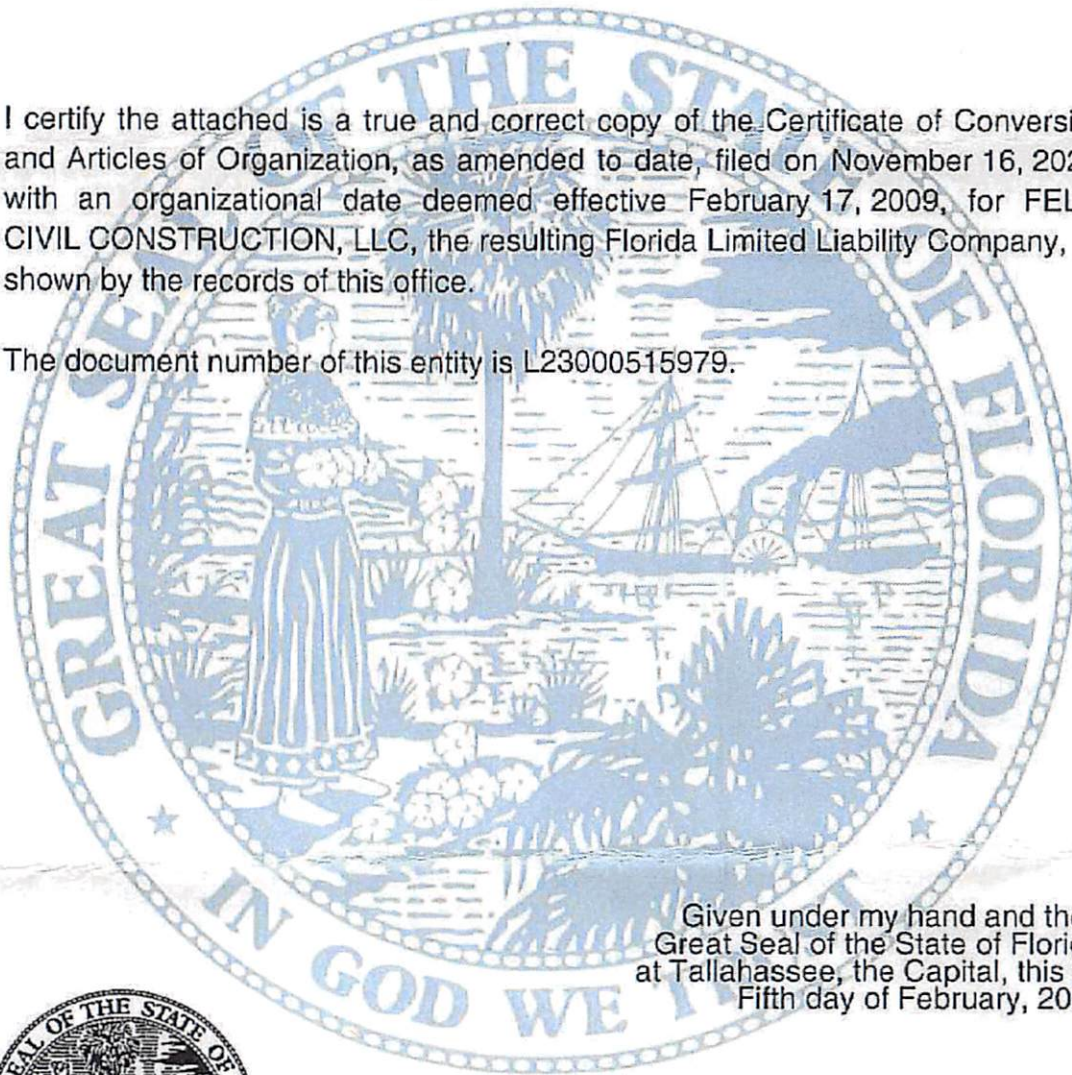
State of Florida



Department of State

I certify the attached is a true and correct copy of the Certificate of Conversion and Articles of Organization, as amended to date, filed on November 16, 2023, with an organizational date deemed effective February 17, 2009, for FELIX CIVIL CONSTRUCTION, LLC, the resulting Florida Limited Liability Company, as shown by the records of this office.

The document number of this entity is L23000515979.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifth day of February, 2024



CR2E022 (01-11)


Cord Byrd

Secretary of State

Professional Experience

Vice President & General Manager

Felix Civil Construction, LLC. - 2015-Present

Stuart, Florida

- Manage & lead the construction team through the life cycle of the construction process from bid to final completion. Plan, evaluate and improve efficiencies of business processes and procedures, to enhance quality, efficiency and profitability. Select, develop and evaluate personnel to ensure efficient operation. Partner with clients and consultants to establish long-term relationships. Implement innovative ideas and strategies for future projects.

Senior Project Manager

Johnson-Davis Inc. - 2012-2015

Lantana, FL

- Establish operational objectives, work plans and delegate assignments to subordinate managers. Develop systems and services that support division's needs. Select and develop personnel to ensure efficient operation. Partner with engineers, subcontractors and suppliers to establish relationships. Implement new technology and software to facilitate communication, productivity and project management.

Construction Project Manager/Ops Manager

Felix Associates of Florida, Inc. - 2007-2012

Port St. Lucie, FL

- Plan, direct and coordinate activities of multiple projects to ensure objectives of the projects are accomplished within prescribed time frame and funding parameters. Manage suppliers and subcontractors to ensure safety, schedule and customer satisfaction. Partner with clients to establish long-term relationships

• Education

Virginia Polytechnic Institute – Blacksburg, VA

M.S.-Construction Engineering & Management - 2000

B.S. – Civil Engineering - 1998

References

References available upon request.

JASON STARNES



8528 SW Kansas Avenue
Stuart, FL 34997
Phone: (772) 370-4281
jstarnes@felixcivil.com

Professional Experience

Superintendent

Felix Civil Construction, LLC. - 2019-Present

Stuart, Florida

Foreman

Felix Associates of Florida, Inc. - 2009-2019

Stuart, Florida

Responsible for scheduling all company resources for ongoing projects, enforcing company safety program, ensuring quality control & project compliance while efficiently pursuing project schedules.

Indiantown Fairgrounds & Highschool Water & Force Main Extensions

2023 - Present

- Martin County Utilities - Construction of water mains and sanitary sewer force main including furnishing and installing all pipe, fittings, and miscellaneous material.

SWSA Master Pump Station

2022 – Present

- Okeechobee Utility Authority - The project consists of furnishing labor, equipment, and materials for the construction of a duplex Master Pump Station (as described in the Drawings and Specifications). The work generally includes, but is not limited to, constructing a new wet well; connecting new gravity piping for future connection; and equipping the MPS with two submersible pumps, pump bases, guide rails, float switches, riser pipes, and access hatches.

Rolling Hills Subdivision Gravity Sewer, Lift Station, & Force Main

2022-2023

- Loxahatchee River Environmental Control District – the rehabilitation of seventeen manholes, the cured in place pipe (CIPP) lining of approx. 3,000 LF of existing 8" gravity sewer, the replacement of approx. 120 LF of existing 8" gravity sewer, 33 new service laterals with cleanouts, the rehabilitation and lining of 13 existing services, one new lift station and approx. 850 LF of 4" force main to be installed via both open-cut and horizontal directional methods, force main valves and fittings.

Martin County LS Rehabs Annual

2021 – Present

- Martin County - Annual rehabilitations to sanitary sewer lift stations.

Lift Station No. 20 Replacement

2021 - Present

- Seacoast Utility Authority - The replacement of the existing Lift Station No. 20, located in Cabana Colony of Palm Beach Gardens, with a new triplex lift station including three (3) submersible pumps, 12-foot diameter wet well with accessories, manholes, gravity sewer mains, force mains, concrete work, fencing, standby generator, electrical and instrumentation work, and a relocated odor control system. The existing station will be demolished, including removal of pumps, control panels, concrete, and

supports. This project includes all necessary restoration of areas affected by construction activities to existing conditions or better.

**Town of Jupiter Annual Water Improvements Unit
Price Contract**

2018 – Present

- Miscellaneous Utility infrastructure maintenance, repairs and/or improvements for the Town's Water and Stormwater systems under an hourly priced contract for the provisions of crews with equipment. This is a two-year contract with the provision for contract extensions

Saint Lucie Sewer Basin

2017

- City of Stuart - St. Lucie Basin C-45 Lift Station and sewer expansion.

North Jupiter Distribution Improvements (Phase II)

2016- 2017

- Town of Jupiter- Installation of approximately 11,000 LF of water main, services and assemblies to upgrade existing neighborhood with rear lot fed AC WM. Includes multiple WM cut ins to replace hydrants and valves.

Southern Boulevard Watermain Relocation

2016

- City of West Palm Beach- 16 inch WM relocation involving open cut and HDD across the intracoastal waterway to allow for the reconstruction of the Southern Blvd bridge. Additional water and force main utility relocations along Flagler Drive.

St. Lucie - Turnpike 230 kV Transmission Line

2015-2016

- Florida Power & Light- Approximately 13 miles of concrete encased duct bank from the PSL Nuclear Power Plant to the Port St. Lucie Blvd substation, including 3 jack and bores and 4 horizontal directional drills, excluding the Indian River crossing.

Lee Vista Boulevard to Innovation Way North

2014-2016

- Orange County- 57,000 LF of 30" DIP and 30" PVC, with several 42" jack and bores and one microtunnel.

**Southern Service Area Transmission Main
Improvements**

2014-2015

- Orange County- 4,140 LF of 42" DIP WM & 3,514 LF of 36" DIP WM by open trench. 2,880LF of 42" HDPE WM by HDD.

References available upon request.

MATT TRACER



8528 SW Kansas Avenue
Stuart, FL 34997
Phone: (772) 220-2722
mtracer@felixcivil.com

Professional Experience

Superintendent

**Felix Associates of Florida, Inc. / Felix Civil Construction, LLC -
2011-Present**

Stuart, Florida

Responsible for scheduling all company resources for ongoing projects, enforcing company safety program, ensuring quality control & project compliance while efficiently pursuing project schedules.

Floresta Drive Phase II 2022 - Present

- The improvements include both a two-lane section with landscaped median and a two-lane section with a bi-directional turn lane. Both sections include sidewalks, bike lanes, curb and gutter, landscape, irrigation, watermain adjustments and pedestrian lighting.

Floresta Drive Phase I 2020 – 2022

- The improvements include both a two-lane section with landscaped median and a two-lane section with a bi-directional turn lane. Both sections include sidewalks, bike lanes, curb and gutter, landscape, irrigation, watermain adjustments and pedestrian lighting.

E-3 Canal Improvements – Phase 1 & 2 Construction Project 2020 - 2021

- Installation of piping, drainage manholes and inlets, concrete end walls, earthwork, riprap stabilization measures, pre-construction and post-construction videos, participation in a public informational meeting and other necessary. Additional items include sodding of all disturbed areas, clearing and grubbing as depicted in the Approved for Construction Plans, hauling and disposal of unsuitable materials, turf reinforcement mats, providing construction and as-built surveys, installation of stormwater protection measures including but not limited to silt fences and turbidity curtains, and complying with all permits, including but not limited to the Army Corps of Engineers and the South Florida Water Management District permits for this project, and obtaining an NPDES and Dewatering permit as necessary.

Construction of the Southport Unit 5 Area Vacuum Sewer Collection System 2019-2020

- The project work consists of, but is not limited to, the construction, testing and placing into operation of a vacuum sewage collection system, a vacuum pumping station and a sewage force main in a predominately residential neighborhood. The vacuum sewer collection system work consists of construction, testing and placing into operation of approximately 11,000 linear feet of three-, six- and eight-inch PVC vacuum sewer main, decommissioning and by-passing 12 existing lift stations and replacing with 12 vacuum buffer tanks and valve assemblies. The proposed vacuum collection system shall connect to a central vacuum sewer collection station to be located at 2281 SE Sidonia St, Port St Lucie, Florida 34984. Approximately 2,500 linear feet of 6-inch PVC wastewater force main shall be installed to connect the proposed vacuum collection

station to the proposed 6-inch wastewater force main along SE Morningside Blvd. Also, and 200 lineal feet 8-inch HDPE directionally drilled wastewater force main and 200 lineal feet 10-inch HDPE directionally drilled vacuum main are part of this scope. The vacuum collection system work includes construction of the buried vacuum main piping to the limits of the vacuum station property.

Southport Backbone 24-inch Force Main 2019

- The Project consists of connections to existing 12", 8" and 24" force mains and low pressure mains, furnishing and installing approximately 9,074 LF of new 24" PVC C-905 DR25 force main, 4,340 LF of 24" PVC C-905 DR25 restrained joint pipe, furnishing and installing approximately 1,449 LF of new 6" PVC force main, furnishing and installing approximately 2,398 LF of new 30" HDPE force main by horizontal directional drilling, furnishing and installing approximately 631 LF of new 6" HDPE force main by horizontal directional drilling, and providing valves, ductile iron fittings and restraints, and other required accessories, miscellaneous piping and items identified on the Contract Drawings. The Contractor shall maintain operation of existing lift stations until the new 24" force main is completely constructed.

North River Shores Vacuum Sewer & Neighborhood Restoration 2018-2019

- Construction of a vacuum sewage collection system, installation of a sewage force main and drainage restorations including approximately 24,350 linear feet of three-, four-, six- and eight-inch PVC vacuum sewer main, 143 vacuum valve pit assemblies and a four and six-inch gravity sewer service lateral to each property. The vacuum collection system connected to a central vacuum sewer collection station to be located at 944 NW Pine Lake Drive. Approximately 3480 linear feet of 6-inch PVC and 1200 8-inch HDPE directionally drilled wastewater force main installed to connect the proposed vacuum collection station to the 6-inch wastewater force main along US 1. Contract value was \$5,095,451.00.

Crosstown Parkway Segment 1 D/B 2016- Present

- Archer Western Contractors LLC- All drainage, water and sewer utilities associated with the extension of the Crosstown Parkway across the St. Lucie River.

Hood Road Floridan Raw Water Main Installation 2017-2018

- Construction and testing of a 36-inch raw water main and a 2-inch fiber-optic conduit to be installed via open-cut and horizontally directional drilling methods along Hood Road from Woodmill Drive to the Seacoast Utility Authority Administration Complex, where the raw water main will be connected to an existing raw water main.

LRD Lift Station Rehabilitations for 2017

- Loxahatchee River District – The Rehabilitation of three (3) operating Lift Stations 16, 35 and 105. Work to be performed includes but is not limited to demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fitting, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation of electrical equipment and all associated labor.

Hobe Sound Golf Club Lift Station 2016

- SMRU – Demolished existing pipe in the lift station only. Installed new HDPE and fittings with new chair supplied by SMRU. Installed SS brackets.

Rehabilitation of Ames and Georgetown Lift Station 2016

- SMRU - Set up Bypass pumping, MOT. Demolished existing piping in both wetwell and valve vault. Cleaned and sandblast interior of Lift Station and recoat with resclad 3 part system. Installed new piping (HDPE) in wet well and new piping in valve vault. Installed new SS rails and hardware. Pour new concrete slab around LS.

Lift Station #184 Modifications 2016

- Martin County Utilities – Dig down and removed the pipe between the List Station and collection manhole and replace with PVC.

Lift Station Rehabilitations for 2016

- Loxahatchee River District – The Rehabilitation of three (3) operating lift stations 62, 151 and 157. Work performed includes but is not limited to demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fittings, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation of electrical equipment and all associated labor.

References

References available upon request.

Felix Civil Construction, LLC. Equipment List 2025

<u>Description</u>	<u>Equipment Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>
TRUCK- FLAT BED UD1200	COMPRESSOR TRUCK	UD 1200	FLATBED	1999
TRUCK- FLAT BED UD1200	COMPRESSOR TRUCK	UD 1200	FLATBED	1999
JET PUMP	PUMP	MWI	JP004	2010
WELL POINT	PUMP	MWI	RWP010	2010
DOUBLE D PUMP	PUMP	MYERS-SETH	4" DD	2010
WELL POINT	PUMP	MWI	RWP010	2010
TRUCK - FLATBED	COMPRESSOR TRUCK	GMC	W5500	2002
DODGE RAM 3500 FLATBED	COMPRESSOR TRUCK	DODGE	RAM 3500	2013
DODGE 5500 FLATBED	COMPRESSOR TRUCK	DODGE	5500	2016
TRUCK- BOX VAN (SAW TRUCK)	COMPRESSOR TRUCK	UD1200	UD1200	2000
TRUCK- PICKUP	PICK-UP TRUCK	FORD	F250	2004
DODGE 2500 4X4 CREW CAB	PICK-UP TRUCK	DODGE	2500	2015
PICKUP TRUCK DODGE RAM	PICK-UP TRUCK	DODGE	RAM 3500	2012
PICKUP TRUCK	PICK-UP TRUCK	DODGE	3500 4X4	2015
DODGE 3500 4X4 CREW CAB	PICK-UP TRUCK	DODGE	3500 4X4	2014
DODGE 1500 4X4 QUAD CAB	PICK-UP TRUCK	DODGE	1500 4X4	2014
TRUCK- PICKUP	PICK-UP TRUCK	FORD	F250	2004
PICKUP-FORD F150 4X4 EXT CAB	PICK-UP TRUCK	FORD	F150	2010
PICKUP-FORD F150 EXT CAB	PICK-UP TRUCK	FORD	F150	2010
DODGE 2500 4X4	PICK-UP TRUCK	DODGE	RAM	2016
DODGE 2500 4X4	PICK-UP TRUCK	DODGE	2500	2016
TRUCK- PICKUP	PICK-UP TRUCK	FORD	F250	2006
TRUCK- PICKUP	PICK-UP TRUCK	FORD	F250	2007
PICKUP-FORD F-250 4X4	PICK-UP TRUCK	FORD	F-250 4X4	2007
TRUCK- PICKUP	PICK-UP TRUCK	FORD	F250 CREW	2007
TRUCK- PICKUP	PICK-UP TRUCK	FORD	F150 4X4	2007
DODGE 5500 MECHANIC	MECHANICS TRUCK	DODGE	5500	2014
TRUCK- MECHANICS	MECHANICS TRUCK	FORD	F450SD	1999
TRUCK- FUEL	MECHANICS TRUCK	INTERNATIO	4300	2008
TRUCK- MECHANICS	MECHANICS TRUCK	FORD	F450SD	1997
FORD EXPLORER	CARS, SUVS	FORD	EXPLORER	2013
CAT CT660 DUMP TRUCK	DUMP TRUCK	CATERPILLA	CT660	2014
TRUCK- DUMP	DUMP TRUCK	MACK	RD	1998
TRUCK- WATER	MISCELLANEOUS	FREIGHTLIN	FL70 2400	1997
GATOR - JOHN DEERE		JOHN DEERE	4X4 HPX	2006
TRUCK- FLATBED	COMPRESSOR TRUCK	FORD	F450	1995
TRUCK- FLATBED	COMPRESSOR TRUCK	INTERNATIO	4700	1995
KENWORTH T800	TRACTOR	KENWORTH	T800	2015
TRACTOR-MACK CHU613 PINNAC	TRACTOR	MACK	CHU613	2008
TRUCK- FUEL	FUEL TRUCK	INTERNATIO	7600	2005
TRAILER- LOW BOY	TRAILER	LOW BOY	RG50	2005
TRAILER- FRUEHAUF 48' FLAT B	TRAILER	FRUEHAUF	FLAT BED	1995
TRAILER- GREAT DANE 48' BOX	TRAILER	GREAT DANE	BOX	1986
TRAILER- GREAT DANE 48' BOX	TRAILER	GREAT DANE	BOX	1987
BOX - ROAD RUNNER	TRAILER	ROAD RUNNE	BOX TRAILER	2015
OPEN - ROAD RUNNER	TRAILER	ROAD RUNNE	FLAT TRALER	2014
CONCRETE PUMP	TRAILER	SCHWING	HBV-1	2013

Felix Civil Construction, LLC. Owned Equipment

BOX - ROAD RUNNER	TRAILER	ROAD RUNNE	BOX TRAILER	2015
TRAILER	TRAILER	RORU	ENCL STD	2006
TRAILER- BOX	TRAILER	ROAD RUNNE	BOX	2006
TRAILER- BOX	TRAILER	ROAD RUNNE	BOX	2006
REEL TRAILER	TRAILER	REEL	TRAILER	2003
TRAILER- VACUUM	TRAILER	VERMEER	PMD850SD	2007
TRAILER	TRAILER	ROAD RUNNE	BOX TRAILER	2013
TRAILER	TRAILER			2013
LOADER- KOMATSU WA180	RT LOADER	KOMATSU	WA180	2003
KOMATSU WA320-7	RT LOADER	KOMATSU	WA320-7	2014
LOADER- KOMATSU WA250	RT LOADER	KOMATSU	WA250	2003
LOADER - KOMATSU WA320-5L	RT LOADER	KOMATSU	WA320-5L	2006
LOADER-KOMATSU WA200-5	RT LOADER	KOMATSU	WA200-5	2006
LOADER - KOMATSU WA200-5	RT LOADER	KOMATSU	WA200-5	2006
WHEEL LOADER-KOMATSU WA250	RT LOADER	KOMATSU	WA250-6	2011
CAT 289D SKIDSTEER	TRACK LOADER	CAT	289D	2016
SKID STEER LOADER- MUSTANG	RT LOADER	MUSTANG	SKIDSTEER	2000
LOADER-KOMATSU WA320-5L	RT LOADER	KOMATSU	WA320-5L	2007
SKID STEER LOADER- CAT 297C	RT LOADER	CATERPILLA	297C	2007
COMBINATION	RT BACKHOE	CAT	420F IT	2007
CAT 420E IT BACKHOE	RT BACKHOE	CA	420E IT	2012
CAT 420E IT	RT BACKHOE	CAT	420E IT	2012
BACKHOE- KOMATSU	RT BACKHOE	KOMATSU	WB140	2003
BACKHOE- KOMATSU	RT BACKHOE	KOMATSU	WB140	2003
BACKHOE- KOMATSU	RT BACKHOE	KOMATSU	WB140	2003
BACKHOE- KOMATSU	RT BACKHOE	KOMATSU	WB140	2003
GRADER- CAT 12H	GRADER	CATERPILLA	12H	2007
CAT SS250B MIXER	GRADER	CAT	SS250B MIX	1999
KOMATSU PC200	TRACK EXCAVATOR	KOMATSU	PC200	2006
EXCAVATOR-KOMATSU PC138US	TRACK EXCAVATOR	KOMATSU	PC138US	2003
EXCAVATOR- KOMATSU PC138US	TRACK EXCAVATOR	KOMATSU	PC138US	2003
TAKEUCHI MINI EXCAVATOR	TRACK EXCAVATOR	TAKEUCHI	TB125	2007
KOMATSU PC308USLC-3EO	TRACK EXCAVATOR	KOMATSU	PC308USL	2011
KOMATSU PC490LC-10	TRACK EXCAVATOR	KOMATSU	PC490LC-10	2012
KOMATSU PC400	TRACK EXCAVATOR	KOMATSU	PC400	2005
EXCAVATOR- KOMATSU PC200LC	TRACK EXCAVATOR	KOMATSU	PC200LC-8	2006
KOMATSU PC300	TRACK EXCAVATOR	KOMATSU	PC300LC-7	2005
EXCAVATOR- KOMATSU PC138US	TRACK EXCAVATOR	KOMATSU	PC138USLC	2006
MINI EXCAVATOR- KOMATSU PC138US	TRACK EXCAVATOR	KOMATSU	PC78US-6N	2008
EXCAVATOR-KOMATSU PC160	TRACK EXCAVATOR	KOMATSU	PC160LC-8	2011
TRENCHER- VERMEER	MISCELLANEOUS	VERMEER	RT100	2008
DIRECTIONAL DRILL	MISCELLANEOUS	VERMEER	D9X13LL	2015
McElroy Fusion Machine	MISCELLANEOUS	MCELROY		2015
FORK LIFT- CAT RC60	FORKLIFT	CAT	RC60	2012
ROLLER- CAT CB 334D	ROLLER	CATERPILLAR	CB-334D	2012
ROLLER- CAT RD880	ROLLER	CAT	RD880	2012
ROLLER-IR SD45D	ROLLER	INGERSOLL	SD-45D	2006
ROLLER- IR SD-45D	ROLLER	INGERSOLL	SD-45D	2007

Felix Civil Construction, LLC. Owned Equipment

HAMM 3205 ROLLER	ROLLER	HAMM	3205 ROLLER	2014
ROLLER	ROLLER	BOMAG	BW211D40	2008
JD DOZER 650J LGP	DOZER	JOHN DEERE	650J LGP	2006
DOZER - JD 450J LGP	DOZER	JOHN DEERE	450J LGP	2006
DOZER-JOHN DEERE 850J LGP	DOZER	JOHN DEERE	850J LGP	2007
BROOM-LAYMOR	TRACTOR	LAYMOR	8HC	2006
BROOM-LAYMOR	TRACTOR	LAYMOR	8HC	2006
BROOM TRACTOR - JOHN DEERE	TRACTOR	JOHN DEERE	5325	2006
LAY MOR 8HC	TRACTOR	LAY MOR	8HC BROOM	2008
SONIC SIDE GRIP HAMMER	MISCELLANEOUS	HERCULES	SIDE GRIP	2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2024

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

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

PRODUCER C & H Agency 55 Lane Road, Suite 210 P.O. Box 10003 Fairfield NJ 07004		CONTACT NAME: Jo-Ann Intiso PHONE (A/C, No, Ext): (973) 890-0900 E-MAIL ADDRESS: jintiso@chagency.com FAX (A/C, No): (973) 812-9860																						
INSURED Felix Civil Construction LLC Felix Associates of Florida, Inc. 8528 SW Kansas Avenue Stuart FL 34997		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Executive Risk Indemnity</td><td>35181</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Co.</td><td>20281</td></tr><tr><td>INSURER C:</td><td>Ascot Specialty Insurance Company</td><td>45055</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Executive Risk Indemnity	35181	INSURER B:	Federal Insurance Co.	20281	INSURER C:	Ascot Specialty Insurance Company	45055	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			54326202	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☒ XCU-Completed Ops		MED EXP (Any one person) \$ 10,000				
	☒ Blanket Contractual		PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 4,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY			54326201	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$				
						\$	
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB			5671-7285	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000
	☐ OCCUR ☐ CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	DED \$ RETENTION \$		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			54326203	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability Follow Form			ESXS2410004302-01	12/31/2024	12/31/2025	Each Occurrence: \$5,000,000
			Aggregate: \$5,000,000				

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

RE: Proof of coverage.

CERTIFICATE HOLDER

CANCELLATION

Village of Tequesta 345 Tequesta Drive Jupiter FL 33469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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783 Riverview Drive
P.O. Box 324
Totowa, New Jersey 07512

January 25, 2024

Mr. Russell Combs
Felix Civil Construction LLC.
8528 SW Kansas Avenue
Stuart, FL 34997

RE: EMR Information for Florida

Dear Russ,

For future reference, please be advised of the following EMR information:

<u>Florida</u>		<u>Carrier</u>
12/31/2020 - 12/31/2021	.98	Federal Insurance Co., #54326203
12/31/2021 - 12/31/2022	.98	Federal Insurance Co., #54326203
12/31/2022 - 12/31/2023	.87	Federal Insurance Co., #54326203
12/31/2023 - 12/31/2024	.68	Federal Insurance Co., #54326203

Let me know if you need anything further.

Very Truly Yours,

Daniel J. Culnen
DJC/lr

[Home](#)[Cases](#)[Clients](#)[Reports](#)[Resources](#) ▼

My Company Account

My Company Profile

Company Information

Company Name

Felix Associates

Doing Business As (DBA) Name

Company ID

405530

Enrollment Date

Mar 31, 2011

Employer Identification Number (EIN)

264299335

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction



Safety and Health Manual

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Experience List – CLSM/Cellular Grout

Superior Grouting was formed in 1983 and has been owned and operated by the same individual the entire time. With over 40 years of success executing specialty pressure, compaction and chemical grouting projects we know what it takes to get the job done and done right. Comprehensive knowledge and skills to successfully complete complex projects is the key. A few of our recent pressure grouting jobs utilizing CLSM (Controlled Low Strength Material)/Cellular Grout are listed below.

Northeast Water Purification Plant Expansion Dewatering Building & Associated Facilities Owner: Houston Water Works Engineer: Houston Water Works Team Alberici – Ben Hamann Approximately 4000 CY	Project 28C – Proposed 60-inch Water Line Mills Rd from Copeland Dr to FM 1960 Owner: North Harris County Regional Water Authority Engineer: AECOM Reytec – Daniel Bonilla Approximately 1250 CY
NAS Naval Field Waterline Replacement Owner: Naval Facilities Command Southeast Engineer: Naval Facilities Engineering System Command Southeast JHA Bores Construction – Greg Worley Approximately 950 CY	16" Brineline Avery Owner: Kinder Morgan Engineer: Kinder Morgan Engineering H&S Constructors – Roy Morin Approximately 866 CY
1960 Relocation/Widening Owner: Energy Transfer Engineer: Energy Transfer Non-Typical – Joe Ben O'Quinn Approximately 960 CY	IH-10 @ IH 40 Owner: Texas Dept of Transportation Engineer: TXDOT DC Civil – Daniel Campos Approximately 743 CY
Robert E Lee Drainage Reroute Owner: City of Baytown Engineer: City of Baytown MBN Enterprises – Blind Othman Approximately 1821 CY	Citizen House Wolf Ranch Owner: Endeavor Real Estate Group OHT Partners – Ian Bodkins Approximately 528 CY
Peek Rd 24" Owner: Enterprise Products Engineer: Enterprise Coby Construction - Landon Wright Approximately 460 CY	Houston Rodeo – 30" Relocation Owner: NuStar Energy H & S Constructors - Cody Meldau Approximately 560 CY

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Superior Grouting Services, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 691011	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77269	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][] or Employer identification number 7 6 - 0 5 5 1 8 7 8
--	--

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 	Date ► 01/01/2025
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

QUALIFICATION REQUIREMENTS (CONTINUED)

As Bidder, we certify the following:

(1) NAME & LOCATION OF PROJECT: Tropical Farms Floridian Wells & Stuart, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2020

SCOPE OF WORK: 18" & 30" HDPE HDD underneath the turnpike 580'

CONTRACT VALUE: \$270,520.00

TOTAL VALUE OF CHANGE ORDERS: \$0.00

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: October 2021 to November 2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: GC- Felix Civil Construction & 772-220-2722

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(2) NAME & LOCATION OF PROJECT: M1 Canal Water Main & West Melbourne, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: [] PRIME CONTRACTOR [X] SUBCONTRACTOR

YEAR OF PROJECT: 2021

SCOPE OF WORK: 16" HDPE HDD 11,372' total, Multiple drills

CONTRACT VALUE: \$625,460.00

TOTAL VALUE OF CHANGE ORDERS: \$0.00

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: August 2021 to September 2021

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: GC - Young's Communication & 321-507-5408

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(3) NAME & LOCATION OF PROJECT: Tyndall AFB 16" WM/ FM & Panama City, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: 16" FPVC HDD 4 drills 1,799' each total 6,796'

CONTRACT VALUE: \$543,680.00

TOTAL VALUE OF CHANGE ORDERS: \$0.00

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: November 2022 to January 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: GC- Broadband Telecom, Inc. & 850-691-2663

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(4) NAME & LOCATION OF PROJECT: UF McCarty Chilled Water for the University of Florida & Gainesville, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: 20" HDPE WM two 750' HDD

CONTRACT VALUE: \$356,600.00

TOTAL VALUE OF CHANGE ORDERS: \$0.00

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: December 2022 to January 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: GC- Utility Services of Gainesville & 352-283-5548

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A

QUALIFICATION REQUIREMENTS (CONTINUED)

(5) NAME & LOCATION OF PROJECT: Sea Ray Bridge Subaqueous WM & Merritt Island, Florida

CHECK ONE OF THE FOLLOWING OPTIONS, BIDDER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2023

SCOPE OF WORK: 42" HDPE Subaqueous WM 1,350' HDD

CONTRACT VALUE: \$510,000.00

TOTAL VALUE OF CHANGE ORDERS: \$0.00

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: February 2023 to April 2023

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME AND PHONE NUMBER: GC - Atlantic Development & 321-403-4896

ENGINEERING FIRM (DURING CONSTRUCTION): N/A

ENGINEER CONTACT NAME, PHONE NUMBER, AND ADDRESS:

N/A

ADDITIONAL INFORMATION: N/A



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KRANTZ, LEWIS EDWARD

ALL FLORIDA HDD, LLC
4215 SW HIGH MEADOWS AVE
PALM CITY FL 34990

LICENSE NUMBER: CUC1226391

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/25/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) All Florida HDD, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4215 High Meadows Ave	Requester's name and address (optional)
6 City, state, and ZIP code Palm City, Florida 34990		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

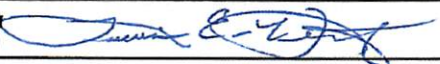
Social security number	
or	
Employer identification number	
3	3
-	3
4	1
2	5
6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 03/25/2025
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR – REVISED BY

ADDENDUM 2

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Felix Civil Construction, LLC, 8528 SW Kansas Avenue, Stuart, FL 34997, a State of Florida company, 26-4299335 (FEIN number), hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to:

Properly abandon approximately 1,420 LF of 24-Inch HDPE raw water main under the SIRWCD Canal, FDOT's Indiantown Road and SFWMD's Canal C-18 in accordance with the Contract Documents. This work includes, but is not limited to: removing and replacing portions of 6-foot high chain link fence; providing dewatering, shoring and other equipment necessary to excavate access pits around both ends of the existing 24-Inch HDPE raw water main; remove and salvage 24-Inch ductile iron tees, sleeves, plugs and other material from each end; grout fill the abandoned 24-Inch HDPE pipe from each end with an estimated 111 cubic yards of grout; backfill, replace any stabilized or base rock areas, compact, regrade, sod and restore both areas to like or better condition than prior to construction.

Construct approximately 1,620 linear feet of 24-inch DIPS DR9 HDPE raw water main piping from the Limestone Creek Road extension north of Indiantown Road traveling southward, crossing below the C-18 Canal and Indiantown Road east of I-95, and ending near the western terminus of the Jupiter Gardens Drive right-of-way. The crossing below the canal and roadway will be accomplished via Horizontal Directional Drilling (HDD). A parallel 2.5-inch DR9 HDPE conduit will be installed with the primary HDD pipeline. Open cut HDPE piping to make tie-ins to the existing system on either side of the HDD is also necessary, including temporary fencing, removing and replacing portions of 6-foot-high chain link fencing, dewatering, shoring and other equipment necessary to excavate, install, backfill, compact, regrade and restore both areas. The project will include surface restoration of all areas impacted by construction to like or better condition than prior to construction.

Furnish all labor, equipment and materials necessary to disinfect, bacteriologically test and successfully clear approximately 7,800 LF of existing Floridan Aquifer raw water main piping located directly North of the proposed pipe installation. This piping was previously disinfected, bacteriologically tested, and cleared with Palm Beach County Health Department (PBCHD), though it was constructed as a dry-line and all sample points were removed and the site was restored. It is the intent of this project for the Contractor to re-disinfect, bacteriologically test and clear the piping with PBCHD. The Contractor shall install new temporary sample points, fully clear the piping, then remove sample points, place the piping into service and restore the adjacent areas.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **REPLACEMENT OF FLORIDAN AQUIFER RAW WATER MAIN CROSSING (W2439) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Project has been designed by the following:
Hazen & Sawyer, 2101 NW Corporate Blvd, #301, Boca Raton, FL 33431
- 2.2 Hazen & Sawyer will also administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:
- | | |
|-------------------------|--|
| Substantial Completion: | 170 calendar days from Notice to Proceed |
| Final Completion: | 200 calendar days from Notice to Proceed |
- 3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement.
- 3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.
- 3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.5 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 business days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.
- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment incorporated into the Work, less in each case the aggregate payments previously made. Owner may, at their sole discretion, give consideration to payment for materials and equipment delivered and suitably stored but not incorporated into the Work, but is not under any obligation to do so.
- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.

- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.
- 6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
- 8.1(a) Table of Contents
 - 8.1(b) Index of Technical Specifications & Appendices
 - 8.1(c) Legal Advertisement / Invitation to Bid
 - 8.1(d) Instructions to Bidders
 - 8.1(e) Proposal (Including List of Subcontractors and Qualification Requirements)
 - 8.1(f) Contractor Safety Qualification Form
 - 8.1(g) Contractor E-Verify Affidavit Form
 - 8.1(h) Subcontractor E-Verify Affidavit Form
 - 8.1(i) Sworn Statement

- 8.1(j) Trench Safety
- 8.1(k) Bid Bond
- 8.1(l) Notice of Intent to Award
- 8.1(m) Notice of Award
- 8.1(n) Agreement (Contract) between OWNER and CONTRACTOR
- 8.1(o) Notice of Commencement
- 8.1(p) Combined Payment and Performance Bond
- 8.1(q) Opinion of Town Attorney
- 8.1(r) Notice to Proceed
- 8.1(s) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
- 8.1(t) Supplementary Conditions
- 8.1(u) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.1(v) Technical Specifications including Appendices bearing the title: Replacement of Floridan Aquifer Raw Water Main Crossing (W2439)
- 8.1(w) Drawings bearing the title: Replacement of Floridan Aquifer Raw Water Main Crossing (W2439)

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 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.
- 9.5 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 Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

9.5(a) 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 contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

9.5(d) **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.**

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

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

9.6(b) Contractors are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

9.6(c) Contractors 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.

9.6(d) The Contractor 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.

9.6(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor 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.

(i) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. 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.

(ii) Failure to comply with this provision is a material breach of the Agreement, and shall result in the 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.

9.7 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

9.7(a) 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.

- 9.7(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR 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.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR 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 for any work or materials furnished.

9.8 SCRUTINIZED COMPANIES LIST

- 9.8(a) 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.
- 9.8(b) The CONTRACTOR, 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.
- 9.8(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR 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 for any work or materials furnished.

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PROCEED TO NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Merriane Lahmeur, Town Clerk

CONTRACTOR

Felix Civil Construction, LLC
8528 SW Kansas Avenue
Stuart, FL 34997

Benjamin Miller, Vice President

(CORPORATE SEAL)

ATTEST

[PRINT NAME AND POSITION]



July 17, 2025

Amanda Barnes, PE
Director of Utilities
Town of Jupiter
17403 Central Blvd.
Jupiter, FL 33458

**Re: Replacement of Floridan Aquifer Raw Water Main Crossing (W2439),
Recommendation to Award Construction Contract**

Dear Ms. Barnes:

The Contract Documents for the Replacement of Floridan Aquifer Raw Water Main Crossing project were advertised on June 8th, 2025. A pre-bid meeting was held on June 17th, 2025. Four addenda were issued for this project. The bid opening was held on July 15th, 2025 at 2:15 pm. Five proposals were received by the Town and a bid summary is provided in Attachment A.

The Town provided the bid proposals for the five bidders, with Felix Civil Construction, LLC being the apparent low bidder followed by DBE Utility Services. The lowest two bids were separated by an amount of \$88,986, or approximately 7.7% of the total low bid prices. Hazen and Sawyer (Hazen) reviewed the proposal for the apparent low bidder, Felix Civil Construction, LLC. The bid proposal was evaluated for the proposed Contractor's overall technical ability to perform the work along with a brief review of bidder responsiveness.

Hazen and Sawyer reviewed the references identified by the bidder. Multiple project references were responsive, all of which provided positive feedback and stated they would recommend Felix Civil Construction, LLC for additional work.

We consider Felix Civil Construction, LLC responsible and qualified to perform the work described in the contract documents. As such, we recommend award to Felix Civil Construction, LLC in the amount of \$1,157,922.00 for the construction of the Replacement of Floridan Aquifer Raw Water Main Crossing project.

We appreciate the opportunity the Town has provided us to assist staff with this project and look forward to providing assistance during construction.

Job no 44250-066

Please contact us if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Taylor J. Bomarito", with a long horizontal flourish extending to the right.

Taylor J. Bomarito, PE
Associate

Attachment A - ITB Bid Tabulation

Attachment A

ITB Bid Tabulation



Town of Jupiter Utilities
REPLACEMENT OF FLORIDAN AQUIFER RAW WATER MAIN CROSSING (W2439)

July 15, 2025 2:15pm Bid Opening

VENDOR				FELIX CIVIL CONSTRUCTION, LLC		DBE MANAGEMENT, LLC (dba DBE UTILITY SERVICES)		ACCURATE DRILLING SYSTEMS, INC.		QUALITY ENTERPRISES USA, INC.		SOUTHERN UNDERGROUND INDUSTRIES, INC.	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
BID ITEMS													
1	Consideration for Indemnification	1	LS	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2	Bonds and Insurance	1	LS	\$22,000.00	\$22,000.00	\$24,000.00	\$24,000.00	\$18,970.00	\$18,970.00	\$12,000.00	\$12,000.00	\$41,000.00	\$41,000.00
3	General Conditions/Contract Administration	1	LS	\$34,000.00	\$34,000.00	\$28,644.00	\$28,644.00	\$32,646.00	\$32,646.00	\$5,000.00	\$5,000.00	\$62,717.00	\$62,717.00
4	Mobilization/Demobilization	1	LS	\$57,000.00	\$57,000.00	\$57,015.00	\$57,015.00	\$54,410.00	\$54,410.00	\$66,673.00	\$66,673.00	\$107,000.00	\$107,000.00
5	Shop Drawings/Utility Investigation/Record Drawings/GPS Data	1	LS	\$50,000.00	\$50,000.00	\$41,604.00	\$41,604.00	\$25,000.00	\$25,000.00	\$13,329.00	\$13,329.00	\$70,322.00	\$70,322.00
6	Unforeseen Conditions Allowance	1	ALLOW	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
7	Remove and Reinstall 6-foot High Chain Link Fence at Both Access Pits on the South Side	1	LS	\$10,000.00	\$10,000.00	\$25,568.00	\$25,568.00	\$5,500.00	\$5,500.00	\$9,036.00	\$9,036.00	\$82,130.00	\$82,130.00
8	Remove and Reinstall 24" Valves and Ductile Iron Fittings	1	LS	\$120,000.00	\$120,000.00	\$76,176.00	\$76,176.00	\$60,000.00	\$60,000.00	\$78,549.00	\$78,549.00	\$151,362.00	\$151,362.00
9	Grout and Abandon in Place 24-Inch HDPE Raw Water Main including Access Pits	111	CY	\$602.00	\$66,822.00	\$651.00	\$72,261.00	\$700.00	\$77,700.00	\$422.00	\$46,842.00	\$1,304.00	\$144,744.00
10	Install 24" HDPE DR-9 via Horizontal Directional Drill as shown on the Drawings including 2.5" HDPE DR-9 Fiber Optic Pipe, Tracer Wires and Access Pits	1	LS	\$603,000.00	\$603,000.00	\$647,800.00	\$647,800.00	\$698,000.00	\$698,000.00	\$1,068,171.00	\$1,068,171.00	\$970,198.00	\$970,198.00
11	All Other Work in the 24" HDPE Abandonment and Replacement Portions of the Contract	1	LS	\$45,000.00	\$45,000.00	\$82,700.00	\$82,700.00	\$128,000.00	\$128,000.00	\$20,517.00	\$20,517.00	\$79,144.00	\$79,144.00
12	Disinfect and provide passing bacteriological testing of ±7,800 LF of existing 12", 16", 20", and 24" HDPE Pipe	1	LS	\$50,000.00	\$50,000.00	\$91,040.00	\$91,040.00	\$125,000.00	\$125,000.00	\$38,013.00	\$38,013.00	\$335,400.00	\$335,400.00
Bid Total (Item Nos. 1-12) =				\$1,157,922.00		\$1,246,908.00		\$1,325,326.00		\$1,458,230.00		\$2,144,117.00	

Note 1 Typo found on Extended Value for Item 9. Bidder listed \$700 but the correct value (111*unit price) is \$77,700. Bidder's total was still correct.

Note 2 Calculation error for Bid Total where Bidder listed the total as \$2,144,177 but the correct sum of extended values is \$2,144,117.

Replacement of Floridan Aquifer Raw Water Main Crossing (W2439)
Project Budget (Updated 08/06/2025)

Funding Sources	Totals
FY2025 CIP, Replacement of FA RWM Crossing (W2439)	\$ 1,433,800
Total Project Appropriations	\$ 1,433,800
Expended & Encumbered to Date	Water
1. Emergency repairs to soil erosion resulting from RWM damage (JD)	\$ (35,033)
2. Engineering Design, Permitting & Bid Phase Services	\$ (132,352)
3. Regulatory Permit Fees	\$ (1,575)
4. Bid Advertisement	\$ (625)
Total Expended & Encumbered to Date	\$ (169,585)
Remaining Anticipated Expenses	Water
5. Construction Contract with Felix Civil Construction LLC (W2439)	\$ 1,157,922
6. Engineering Construction Phase Services (Hazen)	\$ 184,969
7. Materials Testing Services During Construction	\$ 5,340
8. Environmental Monitoring for Indigo Snake (Regulatory Req't)	\$ 5,000
9. Regulatory Permit Fees	\$ 150
10. Construction Contingency (5%)	\$ 57,897
Total Remaining Anticipated Expenses	\$ 1,411,278
Total Project Need	\$ 1,580,863
Budget Shortfall	\$ (147,063)
Budget Transfer	Water
From Water Renewal & Replacement Fund to CIP W2439	\$ 147,063
Amended Project Budget	\$ 1,580,863

TOWN OF JUPITER

Approval of Award for Toney Penna Dr and Bush Rd Intersection Improvements Contract



DATE	August 19, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	George Dzama, Engineering Director
SUBJECT	Approval of Resolution 103-25 for the award of EPW 2025-21 – Toney Penna Dr and Bush Rd Intersection Improvements Contract to M&M Asphalt Maintenance, Inc. for an amount not to exceed \$616,931.85.

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval of Resolution 103-25 for the award of EPW 2025-21 - Toney Penna Dr and Bush Rd Intersection Improvements Contract to M&M Asphalt Maintenance, Inc. (M&M) in an amount not to exceed \$616,931.85.

This project aims to improve intersection operational efficiency and overall level of service by adding an eastbound left-turn storage lane and a bypass through lane on Toney Penna Drive (TPD), as well as an exclusive left-turn lane on the southbound approach at the TPD and Bush Road intersection. Additional improvements include the installation of a crosswalk and drainage system between the Jupiter Village Park entrance and the Timberwalk community driveway. The scope of work includes, but is not limited to: mobilization, maintenance of traffic, clearing and grubbing, erosion control, removal of existing concrete, embankment, pavement widening, milling and resurfacing, installation of drainage structures, concrete curb and gutter, traffic separators, sidewalks and driveways, signage, pavement markings and raised pavement markers, detectable warnings, and sodding.

On June 3, 2025, five bids were received for the subject project. After reviewing the bid forms (see the attached bid tabulation), Town staff found three bids contained very minor mathematical errors (less than 0.005%), which do not affect the ranking of the bids based on price. It is therefore determined that the bid from M&M Asphalt Maintenance, Inc. is both responsive and responsible, with a total bid amount of \$616,931.85.

Town staff have contacted the references provided by M&M and received positive feedback from the majority of the references regarding the quality of their work and their timely project completion. Adequate fiscal year funding and existing rollover funds are available for this project.

The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

Town staff recommends approval of Resolution 103-25 to award EPW 2025-21, the Toney Penna Dr and Bush Rd Intersection Improvements Contract, to M&M Asphalt Maintenance, Inc. in an amount not to exceed \$616,931.85. If the Town Council approves Resolution 103-25, the Mayor will be authorized to execute the contract on its behalf.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. Resolution 103-25
2. Bid Tabulation
3. Contract

FUNDING SOURCE

Amount of this Request	\$616,931.85	
Amount Approved in Budget	\$700,000.00	Sources: CIP 31031041-563000-E2304
Additional Funding Requested	\$	Sources:

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 103-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2025-21 – TONEY PENNA DR AND BUSH RD INTERSECTION IMPROVEMENTS CONTRACT TO M&M ASPHALT MAINTENANCE, INC. IN AN AMOUNT NOT TO EXCEED \$616,931.85

WHEREAS, the Town of Jupiter (“Town”) is a municipality with those powers and responsibilities enumerated in 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; and

WHEREAS, the Town’s Engineering and Public Works Department solicited bids for the EPW 2025-21 – Toney Penna Dr and Bush Rd Intersection Improvements Contract; and

WHEREAS, this project aims to improve intersection operational efficiency and overall level of service by adding an eastbound left-turn storage lane and a bypass through lane on Toney Penna Drive (“TPD”), as well as an exclusive left-turn lane on the southbound approach at the TPD and Bush Road intersection; and

WHEREAS, the scope of work includes, but is not limited to: mobilization, maintenance of traffic, clearing and grubbing, erosion control, removal of existing concrete, embankment, pavement widening, milling and resurfacing, installation of drainage structures, concrete curb and gutter, traffic separators, sidewalks and driveways, signage, pavement markings and raised pavement markers, detectable warnings, and sodding; and

WHEREAS, M&M Asphalt Maintenance (“Contractor”) timely submitted a response to the Town’s solicitation and the Town Council has determined that Contractor

is qualified to provide the services sought by the Town pursuant to its solicitation of services; and

WHEREAS, the Town Council has determined that it should award a contract for \$616,931.85 to Contractor; and

WHEREAS, the Town Community Investment Program has funds in its current fiscal year budget which are available for the funding of the project.

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized to execute the contract with M&M Asphalt Maintenance, Inc. in an amount not to exceed \$616,931.85.

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

#6843645 v1 26503-00001

BID TABULATION
TONEY PENNA DR AND BUSH RD INTERSECTION IMPROVEMENTS
EPW 2025-21
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	\$875,824.02	\$875,824.52
RJ Engineering Construction Corp. 2101 Vista Parkway, Suite 268 West Palm Beach, FL 33411	\$697,874.42	\$697,904.39
M & M Asphalt Maintenance, Inc. DBA All County Paving 1180 SW 10 th Street Delray Beach, FL 33444	\$616,930.00	\$616,931.85
R & D Paving 5730 Corporate Way, Unit 214 West Palm Beach, FL 33407	\$770,492.03	\$770,492.03
Ranger Construction Industries, Inc. 1645 N Congress Ave. West Palm Beach, FL 33409	\$1,337,070.52	\$1,337,070.52

EPW 2025-21

CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
M&M ASPHALT MAINTENANCE INC., DBA ALL COUNTY PAVING

This Contract, made this _____ day of _____, 20_____, (“CONTRACT”) by and between the Town of Jupiter, a municipal corporation of the State of Florida (the “TOWN”), and M&M Asphalt Maintenance, Inc., DBA All County Paving, 1180 SW 10th Street, Delray Beach, FL 33444, a Florida Corporation, FEID Number 61-1595442 (“the CONTRACTOR”).

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

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

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

WHEREAS, the TOWN solicited and received bids for the Toney Penna Dr and Bush Rd Intersection Improvements project (“PROJECT”); and

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

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

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

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

1. STATEMENT OF WORK

The CONTRACTOR shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the CONTRACT Documents for CONTRACT No. EPW 2025-21 entitled Toney Penna Dr and Bush Rd Intersection Improvements, Palm Beach County.

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General Contractor in the State of Florida, and also shall provide the Town with a copy of its Palm Beach County Local Business Tax Receipt prior to commencing any work under the CONTRACT. In lieu of a Palm Beach County issued Local Business Tax Receipt and in accordance with Florida Statutes 205.065, a current Department of Professional

Regulation certificate shall be provided with a copy of the Local Business Tax Receipt of the CONTRACTOR'S permanent business location's county/city.

- 1.2. CONTRACTOR represents and warrants that it examined the CONTRACT Documents and the site of the PROJECTS carefully before submitting its proposal for the work contemplated in the TOWN'S solicitation for the PROJECT. CONTRACTOR also represents and warrants that it investigated the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all CONTRACT Documents prior to submitting its proposal to the TOWN.

2. CONTRACT TERM, PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

- 2.1. Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of **One Hundred Eighty (180) calendar days**. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.
- 2.2. The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT period of performance may only be changed by a supplemental agreement or written time extension.
- 2.3. Failure to complete the Project within the time fixed in this CONTRACT will result in substantial injury to the TOWN. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the CONTRACT documents, the CONTRACTOR shall pay to the TOWN as Liquidated Damages for such delay, and not as a penalty, **Three Hundred Eighty-Three Dollars and No Cents (\$383.00)**, for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred.
- 2.4. This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The TOWN's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the TOWN may deduct from the balance of the CONTRACT sum held by the TOWN the Liquidated Damages stipulated herein or such portions as said balance will cover.

3. CONSIDERATION

- 3.1. The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing, shall be an amount not to exceed Six Hundred Sixteen Thousand, Nine Hundred Thirty-One Dollars and Eighty-Five Cents (\$616,931.85).
- 3.2. The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for

the indemnification agreement in Paragraph 5 of this CONTRACT.

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

4. CONTRACT DOCUMENTS

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

- 4.1. This Document and all amendments and addendums thereto.
- 4.2. CONTRACT plans for the PROJECT entitled Toney Penna Dr and Bush Rd Intersection Improvements EPW 2025-21 consisting of plans prepared by the Town of Jupiter Engineering Division dated February 27, 2025.
- 4.3. Supplemental Agreements and Unilateral Payments, Addendum, Supplemental Conditions, Technical Special Provisions, Technical Specifications, General Conditions, Town Modified Standard Specifications, FDOT Standard Specifications for Road and Bridge Construction, Town Standard Details, and FDOT Standard Plans for Road and Bridge Construction.
- 4.4. Invitation to Bid, Instructions to Bidders, Bid Forms, and Post Award Forms.
- 4.5. Performance and Payment Bonds for CONTRACT work.

5. INDEMNIFICATION

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

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

- 5.3. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.
- 5.4. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
- 5.5. TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.
- 5.6. Guaranty of Payment for Claims: The CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the CONTRACT. The TOWN'S final acceptance and payment does not release the CONTRACTOR'S bond until all claims are paid or released.

6. GRATUITIES

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

7. LAW VENUE

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

8. CONTRACT AMENDMENTS

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

9. NO ASSIGNMENT

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

10. ATTORNEY FEES

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

11. INDEPENDENT CONTRACTOR

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

12. FUNDING

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

13. RIGHT TO AUDIT

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

14. RISK OF LOSS

The risk of loss or destruction to the project, or any portion and/or element thereof, regardless of the cause of the casualty, shall be borne solely by the CONTRACTOR until all goods and materials to be used in the work are incorporated into the PROJECT at the PROJECT site for its intended purpose and use and final inspection, acceptance and payment for the PROJECT has been made by the TOWN. Title to the goods shall pass to the Town upon delivery and final acceptance of the entire PROJECT by the Town, notwithstanding the fact that periodic payments may have been made during the course of the CONTRACT.

15. FORCE MAJEURE

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

16. COMPLIANCE WITH LAWS

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

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

Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

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

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

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

18. PUBLIC ACCESS

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

19. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The

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

20. NON-EXCLUSIVITY

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

21. NO WAIVER

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

22. NOTICE

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

Attention:	Town of Jupiter George Dzama Director of Engineering 210 Military Trail Jupiter, FL 33458-5786
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All notices and invoices to the CONTRACTOR shall be sent to the following address:

23. E-VERIFY, ENTITIES OF FORGEN COUNTRIES OF CONCERN, SCRUTINIZED COMPANIES LIST

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

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

- 23.1.2 Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 23.1.3 Bidder 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.
- 23.1.4 The Apparent Successful Bidder 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.
- 23.1.5 Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor 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.
 - 23.1.5.1 CONTRACTOR must provide evidence of compliance with Section 448.095, Florida Statutes. 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.
 - 23.1.5.2 Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT 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.

23.2 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 CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR 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 the CONTRACTOR 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 for any work or materials furnished.

23.3 SCRUTINIZED COMPANIES LIST

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.

The CONTRACTOR, 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 the CONTRACTOR 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 for any work or materials furnished.

24. SEVERABILITY

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

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

ATTEST

THE TOWN OF JUPITER

By: _____
Merriane Lahmeur, Town Clerk

By: _____
Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

(CONTRACTOR)

By: _____
Signature

Attested By: _____
Signature

Printed Name

Printed Name

Title

Title