



**District Board of Trustees
Facilities Committee Meeting
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, A301
3209 Virginia Avenue, Fort Pierce, FL 34981**

August 26, 2025

AGENDA

1. Call to Order – *Trustee Schirard, Chair*
2. Request approval to proceed with the investigation phase of a Performing Arts Center at the Chastain Campus – *Annabel Robertson, Debbie Clark & Doug Jewett*
3. Request approval of the following Independent Contractor Agreements - *Tony Quinn*
 - a. Addendum #01 – Educational Planning and Consulting
 - b. Addendum #01 – Green Lawn Services and Sod Installation, Inc.
 - c. BTM Coach
 - d. Crown Castle Fiber LLC
 - e. Environmental Land Development Inc.
 - f. Innovate Audio Visual, Inc.
 - g. Musco Lighting
 - h. Paul Jacquin and Sons Inc. (*IRSC Main Campus, KSU Room 112 Upgrades*)
 - i. Paul Jacquin and Sons Inc. (*IRSC Main Campus Retaining Wall*)
 - j. STERIS Corporation
4. Request approval for Paul Jacquin & Sons Inc. Change Order #005 for the IRSC Science Center, Bldg. N – 3rd Floor Interior Renovations – *Tony Quinn*

5. Request approval of the Kimley Horn Professional Services Agreement for the Burn Building Condition Assessment – *Tony Quinn*
6. Request approval to engage with DLR Group architectural firm for Planning & Design Services for the Campus Plan: Academic Plan, Utilization, and Campus Master Plan Update – *Tony Quinn*
7. Request approval of Addendum #01 to the IRSC Facilities Lease Agreement with Senator Erin Grall – *Tony Quinn*
8. 2024/25 Facilities, Procurement & Physical Plant Completed Project Updates – *Tony Quinn*
9. Request approval for sale of surplus property owned by the District Board of Trustees located at – *Dr. Michael Hageloh*
 - a. 2622 S 30th Street, Fort Pierce, FL 34981
 - b. 3049 Old Edwards Road, Fort Pierce, FL 34981
 - c. 3063 & 3089 Old Edwards Road, Fort Pierce, FL 34981
 - d. 2415 S 29th Street, Fort Pierce, FL 34981
10. Adjourn



TOPIC: Request for approval to proceed with the investigation phase of a Performing Arts Center at Chastain Campus

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

In December 2024, Treasure Coast Performing Arts Collaborative (TCPAC) approached Dr. Moore and Dr. Hageloh regarding the development of a Performing Arts Center at the Chastain Campus. In December 2024, the Foundation agreed to provide \$10,000 in matching funds to TCPAC for the development of a concept for the Performing Arts Center. TCPAC now comes before the Facilities Committee to present the conceptual plans, and to ask for direction on how to proceed with the investigation phase of the project.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION:

SUBMITTED BY: Annabel Robertson

DATE: 7/24/25

BOARD ACTION:

DATE: 8/26/25

November 15, 2024

Dear Mr. Jewett,

Thank you for your recent correspondence. We have reviewed your last letter and would like to expand on the collaboration between Indian River State College ("IRSC") and Treasure Coast Performing Arts Collaborative, Inc. ("TCPAC"), a Florida not-for-profit corporation. Our discussions on the possibility the construction and operation of a performing arts center (PAC), located on IRSC's Chastain Campus is in the early stages.

In response to the proposed terms of the prior non-binding agreement you provided, please note the following:

- IRSC Foundation previously agreed to match the \$10,000 raised by TCPAC for preliminary site review to determine an appropriate location and space need for the proposed PAC, and initial elevation concept drawings .
- A specific parcel has not been identified. TCPAC architect is to provide a footprint for the proposed PAC with estimated parking needs, and IRSC will undertake a determination of appropriate placement in relation to the total strategic plan of the college. The \$20,000 is intended to cover the cost of this stage of investigation.
- TCPAC will provide a professional cost analysis for the total construction of the PAC.
- If a site proposal is made, IRSC will invite TCPAC to present the conceptual plan to Indian River State College Board of Trustees (IRSCBOT). TCPAC understands and acknowledges that IRSCBOT has absolute authority over this land and that it can elect to not proceed with this project at this stage.
- Upon approval of the conceptual plan by the IRSCBOT, TCPAC will proceed in the planning phase. TCPAC will work with architects, engineers, and consultants to prepare the center's site plan, design, and preliminary planning.
- At this phase, these plans, designs and proposed operating agreement will be presented to IRSCBOT for final project approval, as the PAC is to be built on land owned by IRSC. TCPAC understands and acknowledges that IRSCBOT has absolute authority college property and that it can elect to not proceed with this project at this stage.
- IRSC and TCPAC will cooperate in fundraising efforts for the construction and operation of the PAC. However, TCPAC understands that IRSC's contribution to the construction of the PAC is the land and authority. IRSC will not be contributing money towards the construction.
- Once design and development plans are approved, IRSC and TCPAC will work together to form a not-for-profit entity to govern the use and operation of the center. The not-for-profit's Board will consist of nine members; four nominated by members from TCPAC, four nominated by IRSC, and one member of the Economic Development Council of Martin County. However, all parties agree that this governance model may be reexamined at a later date, but must be finalized before final approval.
- A final operating agreement for the management and operation of the PAC will be presented at final approval by IRSCBOT.
- It is envisioned that the center will be available to the TCPAC as needed. IRSC will be able to use the center in equal manner The center may be available to other

non-profits, organizations, or individuals when not in use by the TCPAC or IRSC, and will be made available with the intention of producing revenue. Specifics will be further determined in the operating agreement.

- It is understood that this non-binding agreement will terminate 36 months after approval by IRSCBOT without 50% of funding needed for the competition of the project being secured by TCPAC. Additional milestone dates will be established in the agreements approved by IRSCBOT that will create a clear timeline for completion of the fundraising and construction.

If the aforementioned terms are acceptable, we can proceed to drafting an agreement. The issues regarding budgeting and operations will need to be discussed in further meetings. We look forward to working with TCPAC on this exciting and mutually beneficial project. The creation of the performing arts center will bring world-class art and culture to Martin County is an important project and we are hopeful that we can create a path forward.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'Annabel Robertson', with a large, stylized loop at the end.

Annabel Robertson, Esq. CFRE
Vice President Institutional Advancement
Executive Director, Indian River State College Foundation

cc: Michael Hageloh

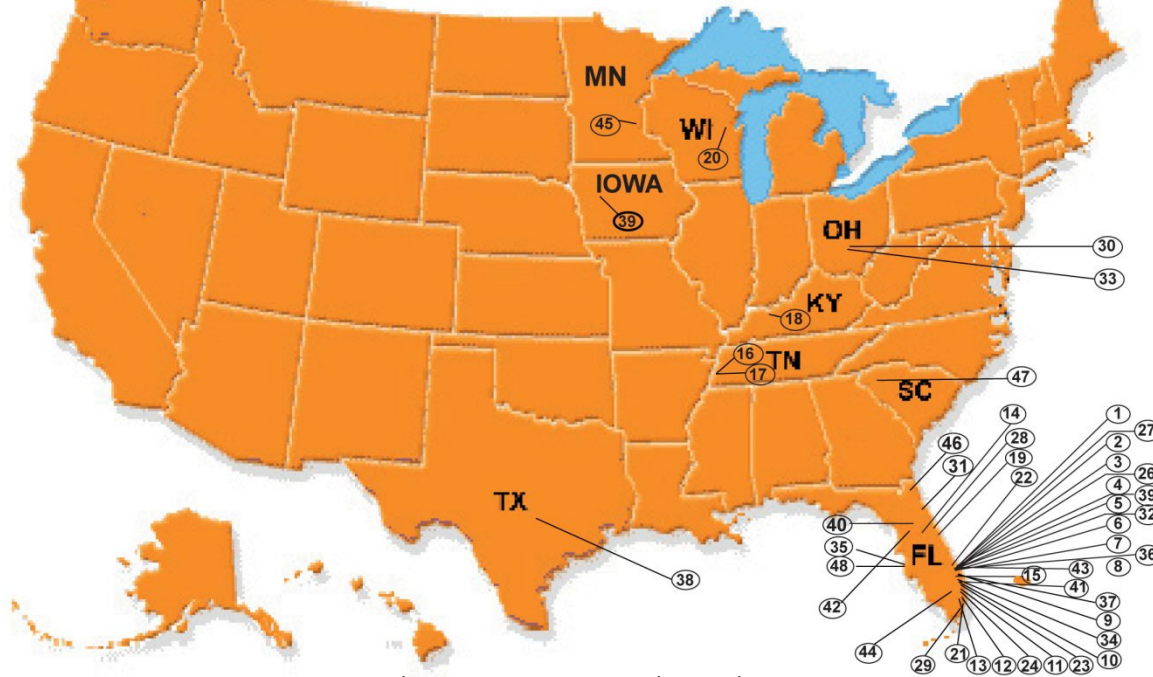
Treasure Coast Performing Arts Center

MNArchitects

07/16/25

Services

- Feasibility Studies
- Programming
- Architecture
- Interior Design
- Master Planning
- Urban Design

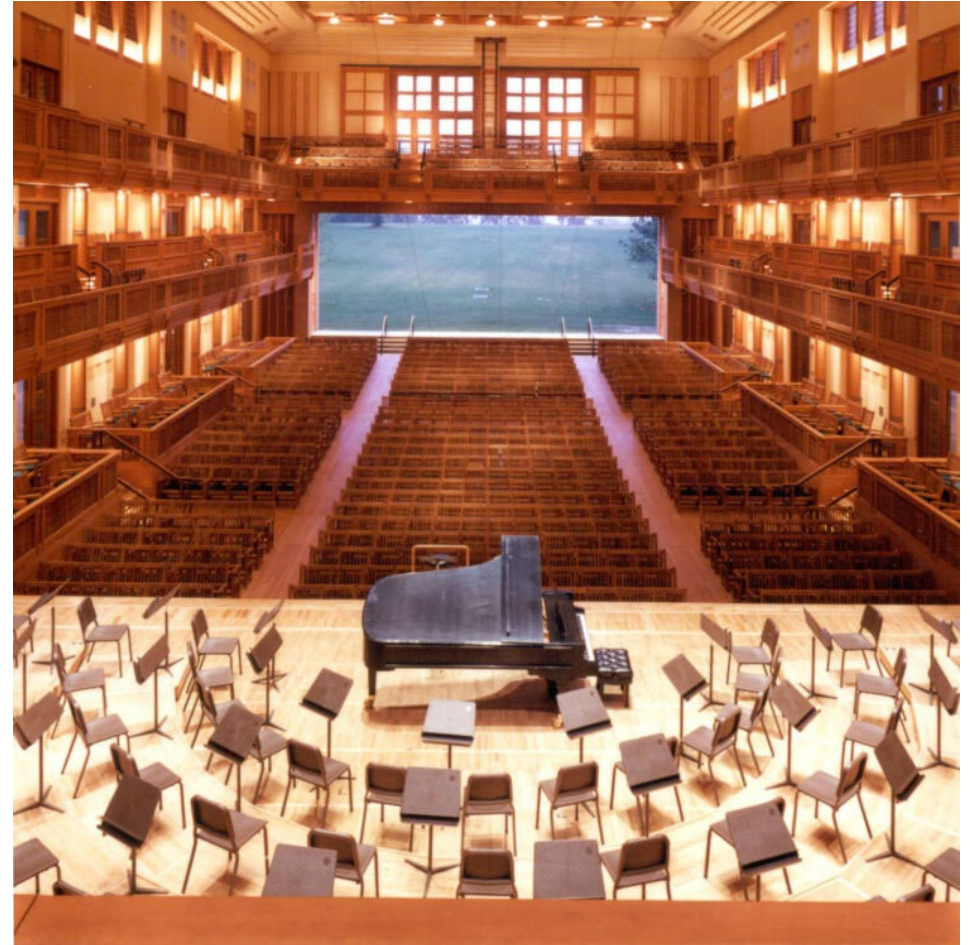


- 1 Raymond F. Kravis Center, West Palm Beach, FL
- 2 Burt Reynolds Institute for Theater Training, WPB, FL
- 3 Gosman Amphitheater, WPB, FL
- 4 Clematis Theater Study, WPB, FL
- 5 The Bandshell at Meyer Amphitheater, WPB, FL
- 6 Woolworth/Anthony Theater Study, WPB, FL
- 7 Rinker Playhouse, WPB, FL
- 8 Delray Amphitheater, Delray Beach, FL
- 9 Coral Springs City Center, Coral Springs, FL
- 10 Township Center for the Performing Arts, Coconut Creek, FL
- 11 Island City Arts Center, Wilton Manors, FL
- 12 Sunrise Musical Theater, Sunrise, FL
- 13 Hialeah High School Auditorium, Hialeah, FL
- 14 Bob Carr Performing Arts Center, Orlando, FL
- 15 Bahamas PAC and Convention Center, Nassau, Bahamas
- 16 University of Memphis PAC, Memphis, TN
- 17 University of Memphis SAC, Memphis, TN
- 18 Four Rivers Center for the Performing Arts, Paducah, KY

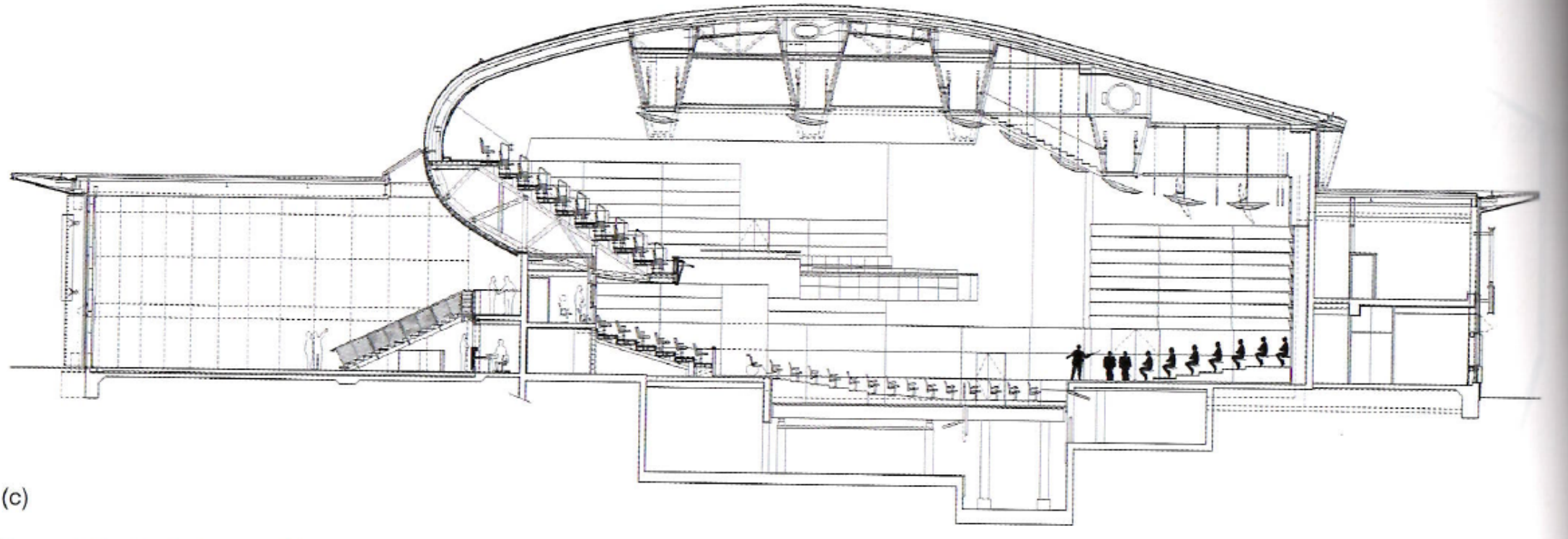
- 19 Riverside Theater, Vero Beach, FL
 - 20 Fox Cities Performing Arts Center, Appleton, WI
 - 21 New World Symphony, Miami Beach, FL
 - 22 Borland Center, West Palm Beach, FL
 - 23 Hollywood Young Circle ARTSPARK, Hollywood, FL
 - 24 Broward Center for the Performing Arts (Himmarshee Place at Riverwalk), Fort Lauderdale, FL
 - 25 University of Florida Constans Theatre Addition, Gainesville, FL
 - 26 The Armory Arts Center, Young Artist Studio Center, WPB, FL
 - 27 Palm Beach Comm. College Dolly Hand Cultural Arts Center, Palm Glades, FL
 - 28 Maxwell C. King Center for the Performing Arts Renovations Brevard Community College, Melbourne, FL
 - 29 Colony Theater, Miami Beach, FL
 - 30 Cleveland Playhouse Masterplan & Renovations, Cleveland, OH
 - 31 Palm Coast Cultural Arts Center, Palm Coast, FL
 - 32 Lyric Theatre, Stuart, FL
 - 33 University of Akron- Guzzetta Hall, Akron, Ohio
 - 34 St. Thomas Aquinas High School Performing Arts, Ft. Lauderdale, FL
 - 35 Bayfront Center Mahaffey Theatre Expansion and New Conference Center, St. Petersburg, FL
 - 36 The Tower at the Cuillo Center for the Arts, WPB, FL
 - 37 Coral Springs Center for the Arts Masterplan, Coral Springs, FL
 - 38 Long Center for the Performing Arts, Austin, Texas
 - 39 Ankeny Community Theatre, De Moines, Iowa
 - 40 The University of Florida – Music Building Additions/Renovations & Recital Hall. Gainesville, FL
 - 41 Young Circle ARTSPARK. Hollywood, FL
 - 42 Marion Theater. Ocala, FL
 - 43 Lake Worth Playhouse. Lake Worth, FL
 - 44 Plantation Amphitheatre Plantation, FL
 - 45 City of Burnsville Performing Arts Center Feasibility Study. Burnsville, Minnesota
- MICHAEL NELSON – PERSONAL EXPERIENCE:
- 46 Jacksonville Civic Auditorium, Jacksonville, FL
 - 47 Clemson Univ. PAC Competition, Clemson, SC
 - 48 Bayfront Center Auditorium and Arena, St. Petersburg, FL



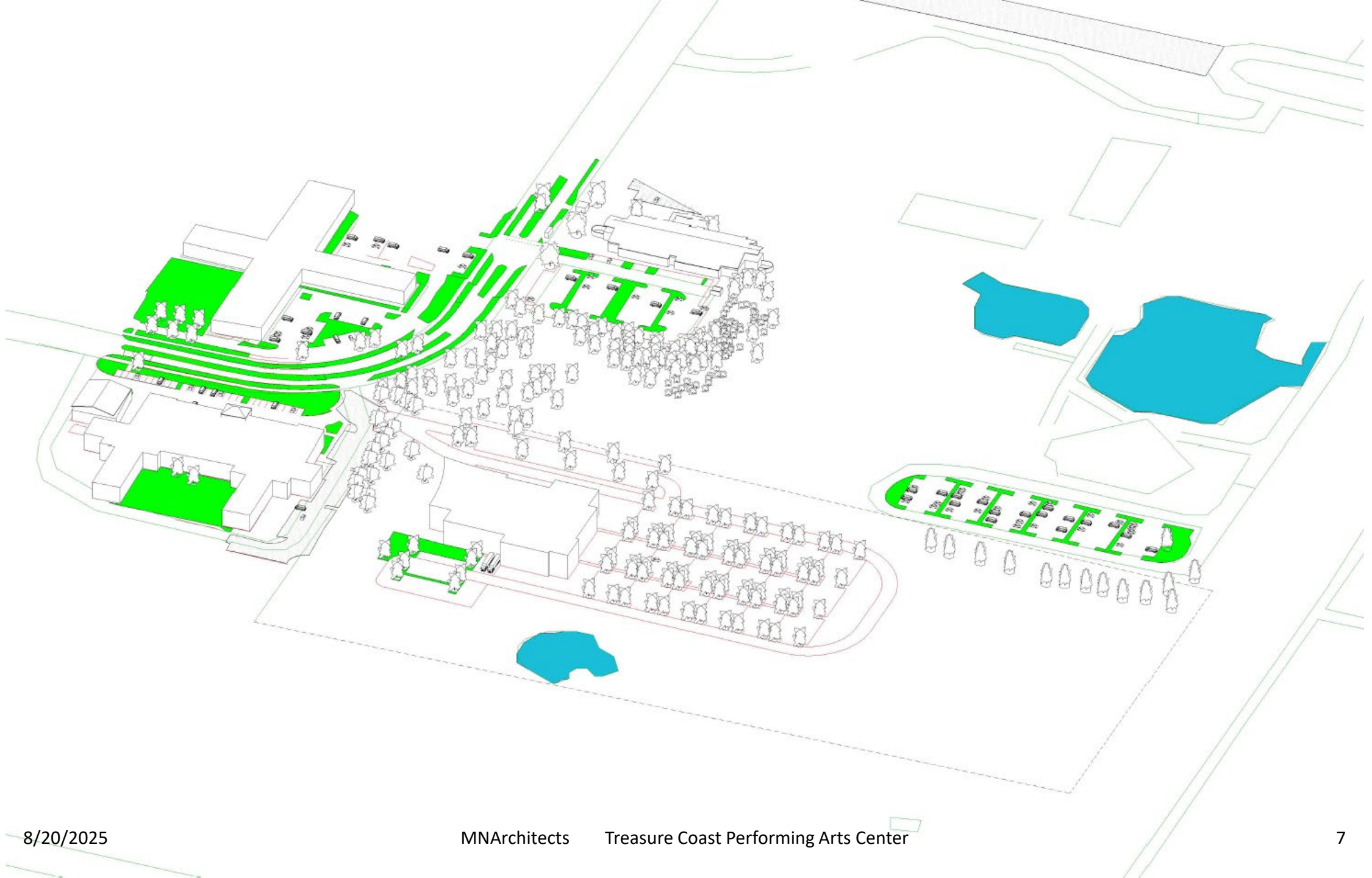
Seiji Ozawa Hall

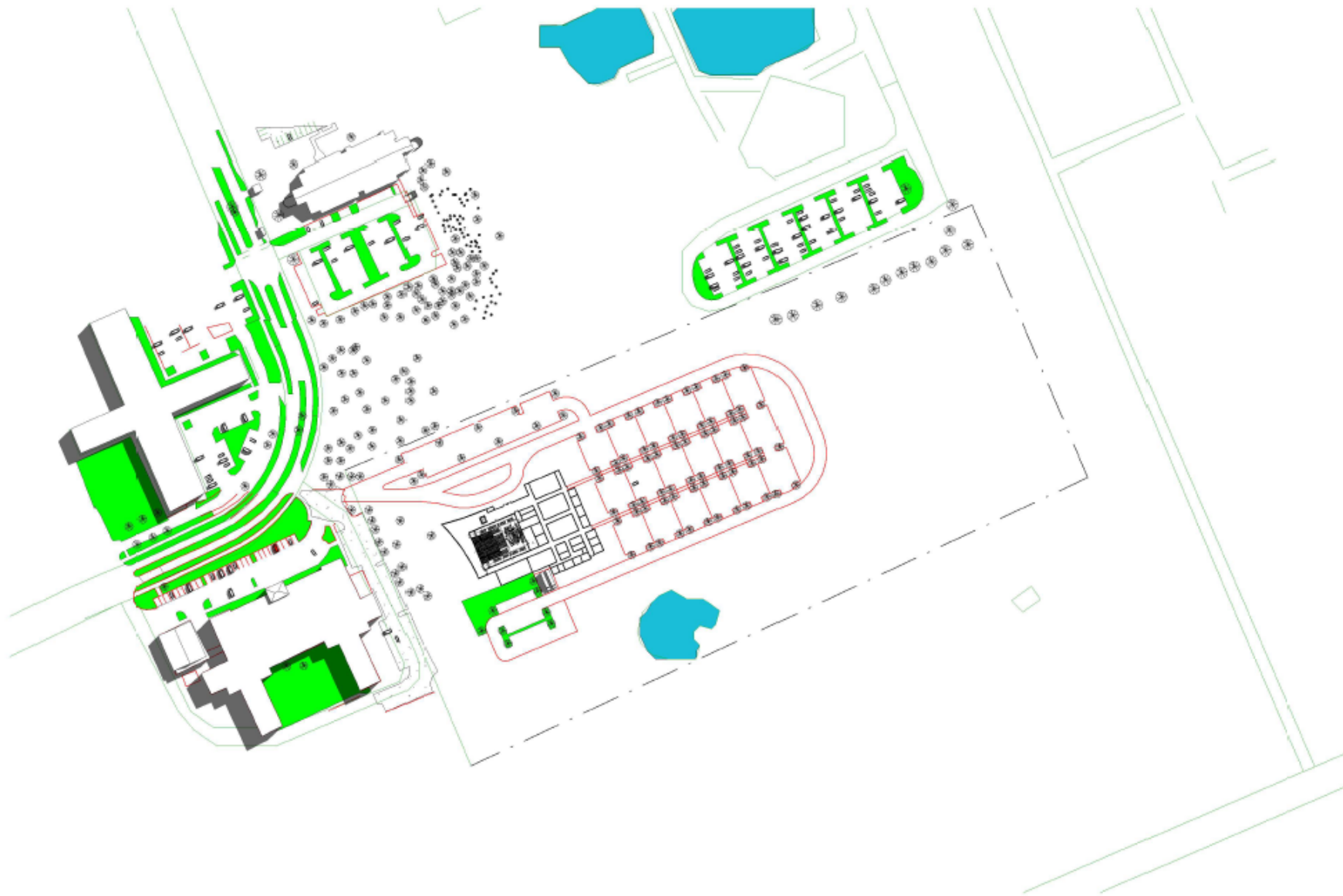


Perth Concert Hall









① Site Plan
1" = 200'-0"

SITE PLAN 2

C1

Date Issue Date

Scale 1" = 200'-0"

8

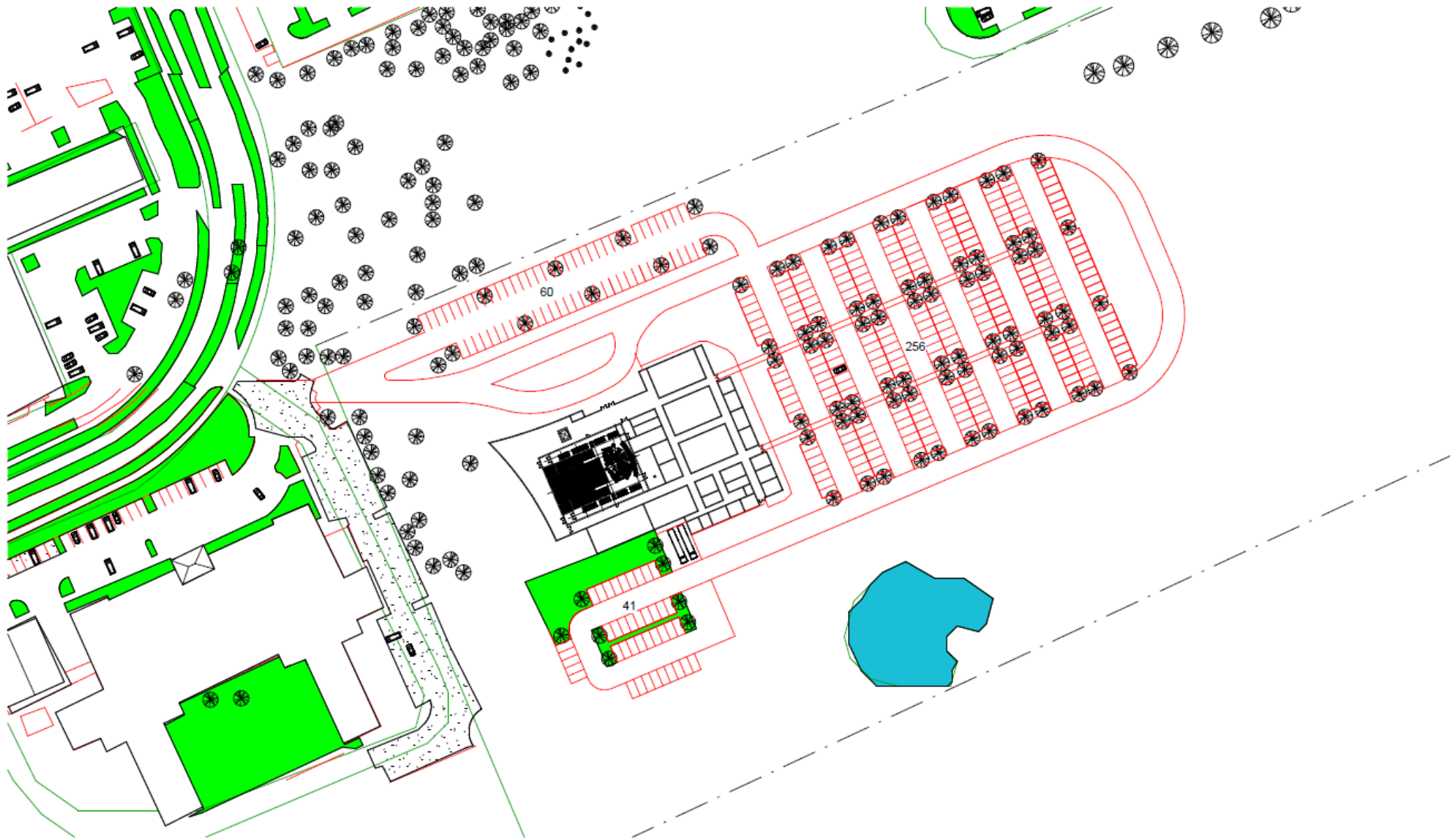
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8/20/2025 MNARCHITECTS

TCPAC

MNArchitects

Treasure Coast Performing Arts Center



① Site Plan Copy 1
1" = 100'-0"

8/20/2025 MNARCHITECTS

TCPAC
MNArchitects

Treasure Coast Performing Arts Center

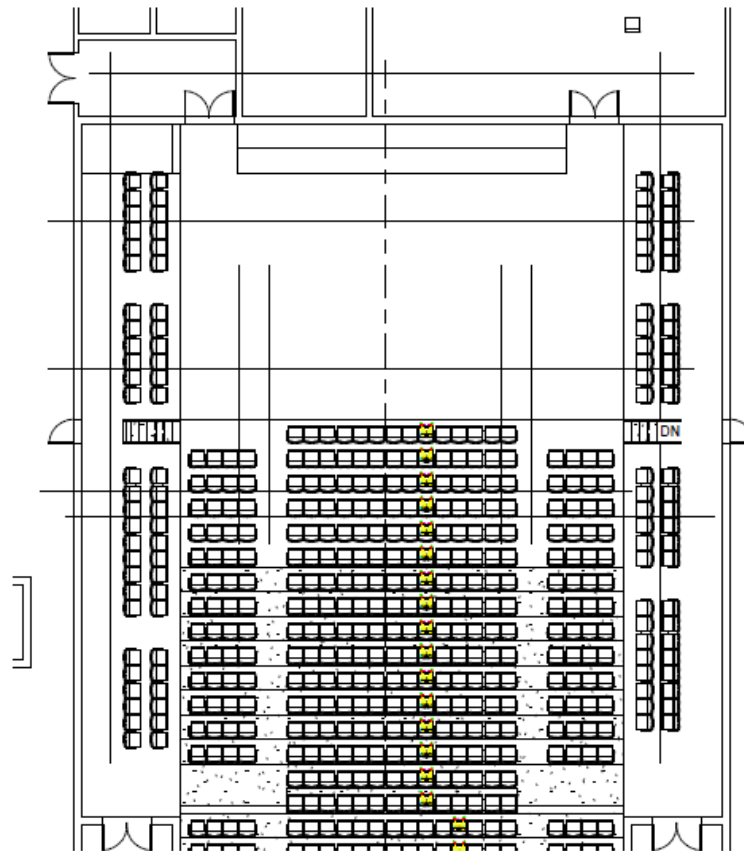
SITE PLAN 1

Date Issue Date

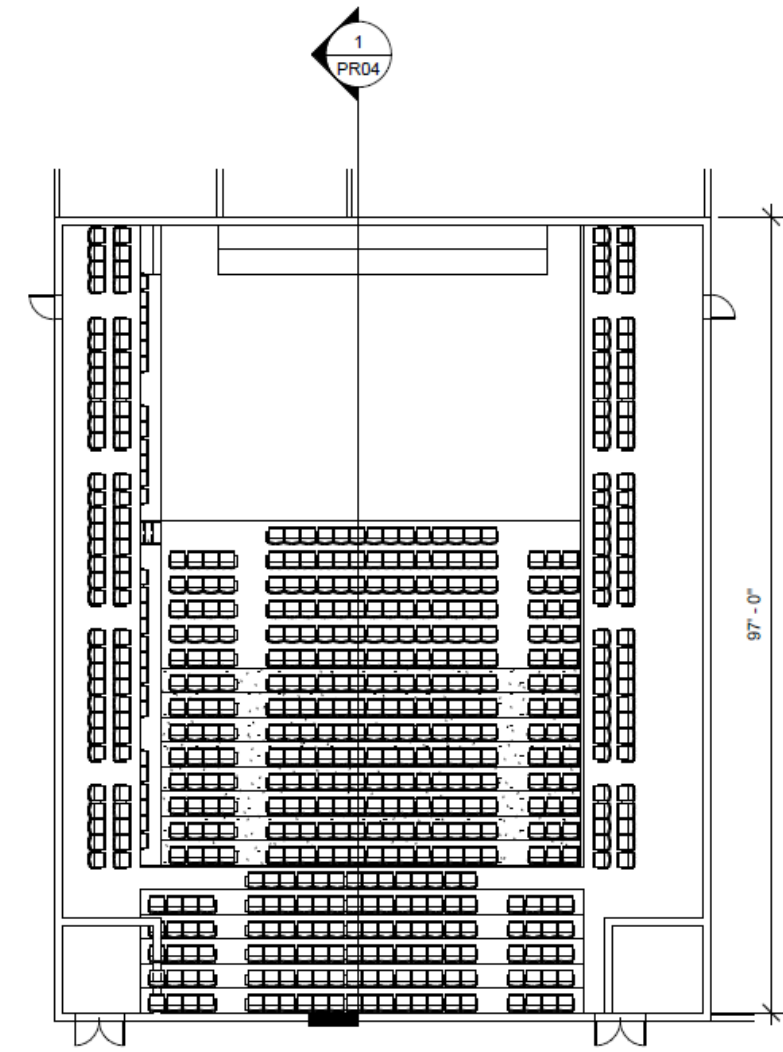
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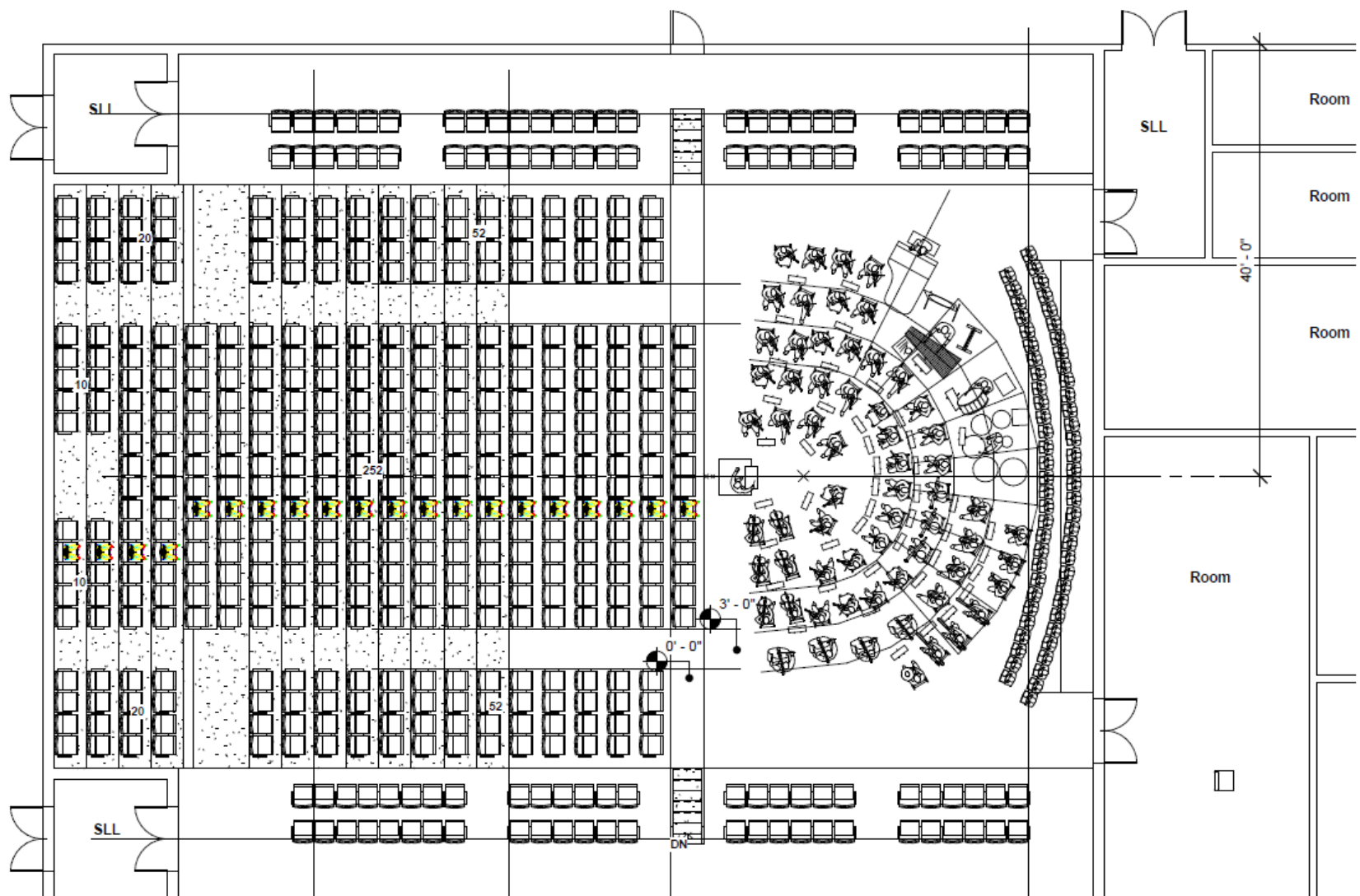


① FIRST FLOOR AUD.
1/16" = 1'-0"



② SECOND FLOOR AUDITORIUM
1/16" = 1'-0"





① FIRST FLOOR AUDITORIUM
1" = 10'-0"

FIRST FLOOR

PR02

Date JUNE 24, 2025

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11

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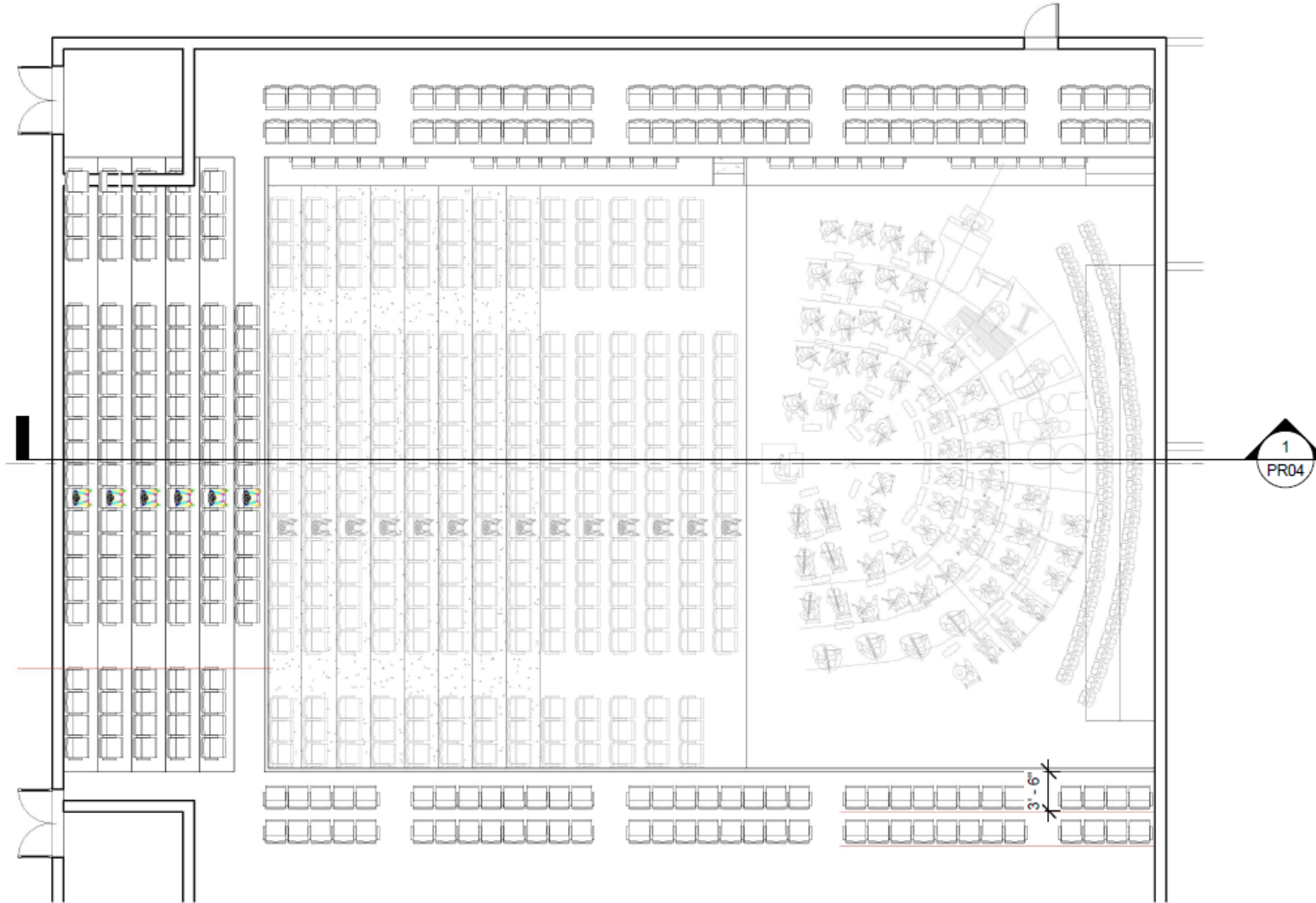
8/20/2025

MNA ARCHITECTS

TREASURE COAST PAC

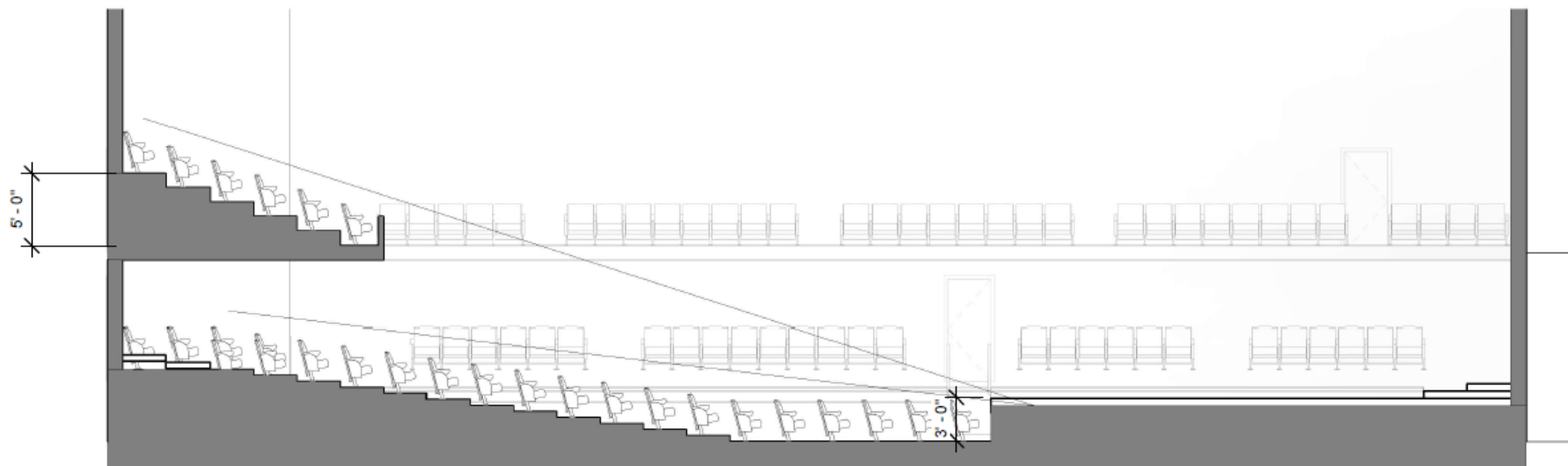
MNArchitects

Treasure Coast Performing Arts Center



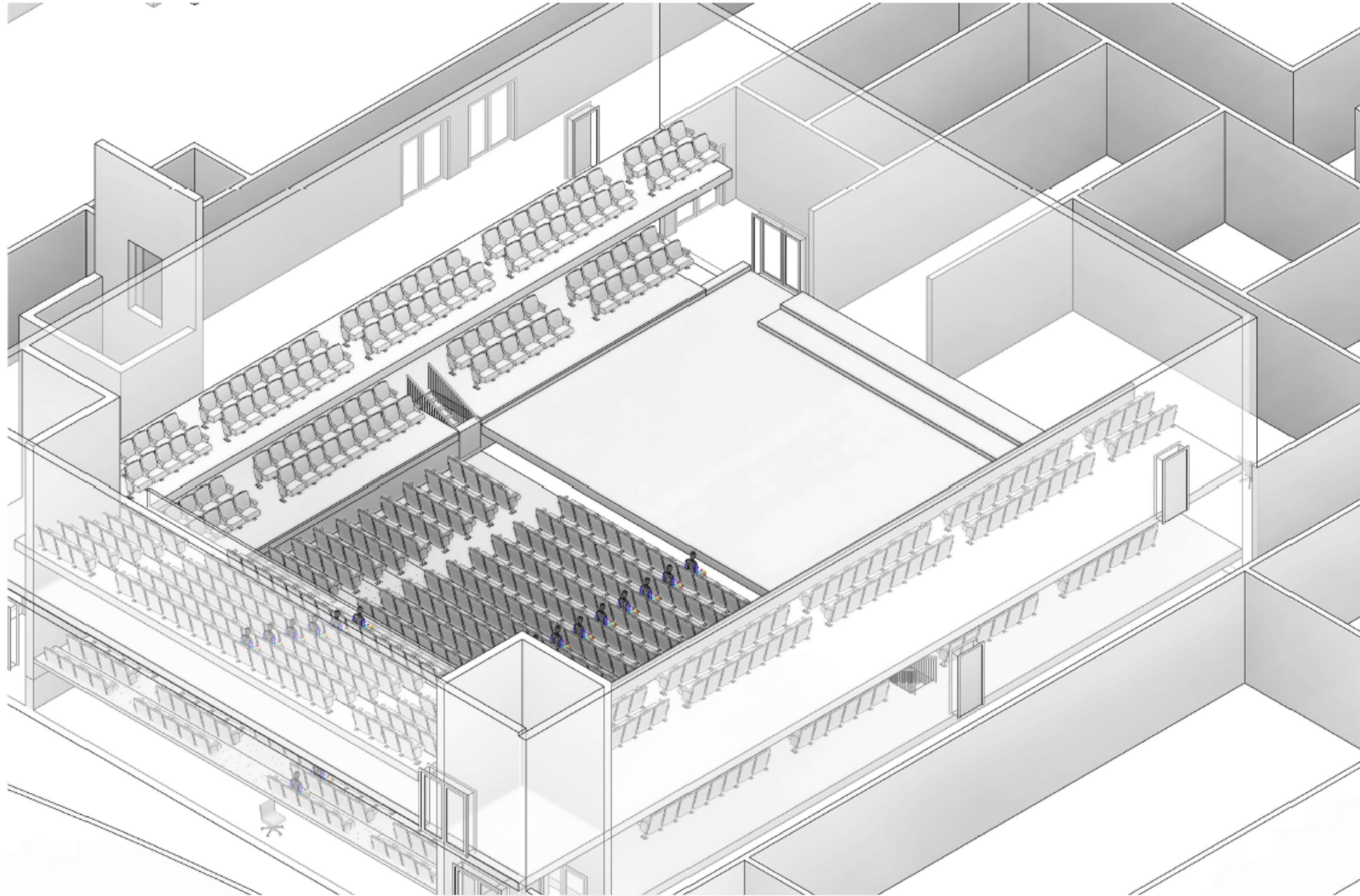
① SECOND FLOOR AUD
1" = 10'-0"





① Section 7
1/8" = 1'-0"





① TCPAC MASSING



8/20/2025 MNA ARCHITECTS

TREASURE COAST PAC
MNArchitects Treasure Coast Performing Arts Center

MASSING STUDY

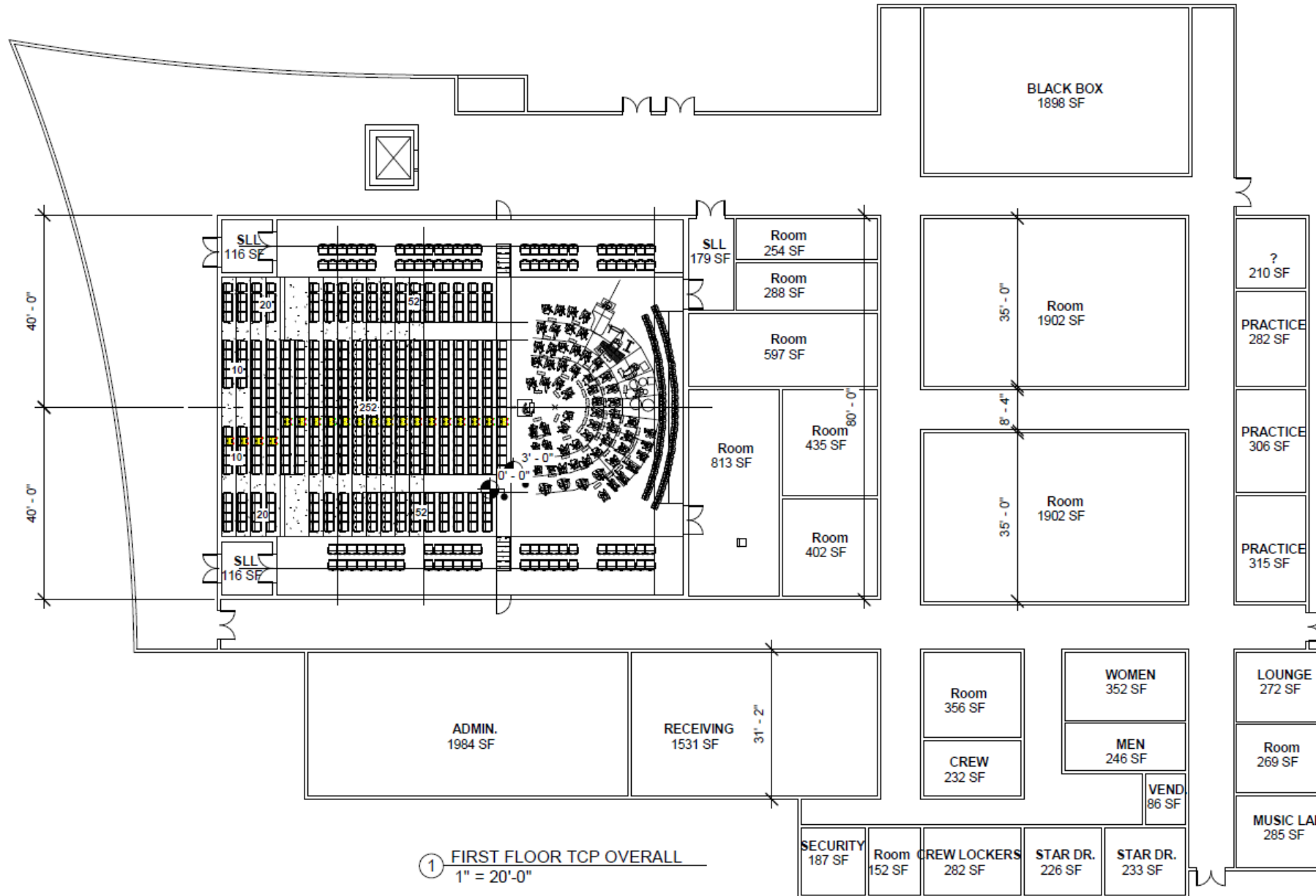
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PR05

14

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DISTRICT BOARD OF TRUSTEESSUMMARY OF ITEM FOR
ACTION**TOPIC:** Independent Contractor Agreements**REGULAR AGENDA OR COMMITTEE:** Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

The college has either fully or partial executed Independent Contractor Agreements for the following vendors and projects:

- | | |
|---|--------------|
| • Addendum #01 - Educational Planning and Consulting | \$60,000.00 |
| • Addendum #01 - Green Lawn Services (FY26 Lawn Care) | \$38,800.00 |
| • BTM Coach (Athletics Charter Bus, ITB 24/25-35) | \$201,685.00 |
| • Crown Castle Fiber LLC (Blackburn Campus Dark Fiber Install) | \$270,000.00 |
| • Environmental Land Development Inc. (Pruitt Overflow Parking) | \$41,250.00 |
| • Innovate Audio Visual, Inc. (Removal/Installation & Programming of Audio Visual Equipment on Pruitt Campus) | \$352,938.60 |
| • Musco Lighting (Ballfield Lighting) | \$25,902.00 |
| • Paul Jacquin and Sons Inc. (IRSC Main Campus, KSU Room 112 Upgrades) | \$21,814.00 |
| • Paul Jacquin and Sons Inc. (IRSC Main Campus Retaining Wall) | \$32,062.00 |
| • STERIS Corporation (Science Center Annual Lab Equipment Inspection) | \$22,875.57 |

ALTERNATIVE(S): Not approve**PRESIDENT'S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 7/23/25

BOARD ACTION:

DATE: 8/26/25



**ADDENDUM # 01
TO
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE**

This 01 Addendum is made to the Independent Contractor Agreement for Services of \$3,500 or More (the “**Original Agreement**”), effective Date July 24th, 2024, between **Indian River State College**, in State of FLORIDA (the “**College**”), and **Educational Planning and Consulting** (the “**Contractor**”).

WHEREAS, the Parties desire to modify the contract terms of the Original Agreement;

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

1. **Section 1 - Scope of Services** attached, marked as Exhibit A, remains the same to include:
2. **Section 3 - Term**, is hereby extended to June 30, 2026 (per new proposal attached).
3. **Section 4 - Remuneration**, a monthly fee of \$5,000 will remain through the entire contract year, as per follows:

Month	Amount	Running Total
July / 2025	\$5,000.00	\$5000.00
August / 2025	\$5,000.00	\$10,000.00
September / 2025	\$5,000.00	\$15,000.00
October / 2025	\$5,000.00	\$20,000.00
November / 2025	\$5,000.00	\$25,000.00
December / 2025	\$5,000.00	\$30,000.00
January / 2026	\$5,000.00	\$35,000.00
February / 2026	\$5,000.00	\$40,000.00
March / 2026	\$5,000.00	\$45,000.00
April / 2026	\$5,000.00	\$50,000.00
May / 2026	\$5,000.00	\$55,000.00
June / 2026	\$5,000.00	\$60,000.00

4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Agreement, between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party's signature.

Educational Planning and Consulting -

By: Richard Paradise
Signature

Date: July 17, 2025

Name and Title: Richard Paradise, President/CEO

Indian River State College - RECOMMENDED BY:

By: Nichole Rummo
Signature

Date: 7/23/25

Name and Title: Nichole Rummo- Project Manager

Indian River State College - APPROVED BY:

By: _____
Signature

Date: _____

Name and Title: _____

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS EDUCATIONAL PLANNING AND CONSULTING (the "Contractor") having a principal place of business at 4014 Sunnybrook Court, Orlando FL 32820 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Consulting Services for FY24-15 to complete Spot Surveys, room condition assessments, clean up State Reporting Data, Train staff to complete surveys, develop Capital Improvement plans to be provided in accordance with the Contractor's Proposal dated 7/3/2024 attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Massey Campus-3209 Virginia Avenue, Fort Pierce, FL 34981-5596.
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, or 7/1/2024 and will terminate on 12/31/2024; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Five Thousand dollars and No/100 (\$5,000.00) for July Consulting; Five Thousand dollars and No/100 (\$5,000.00) for August Consulting; Five Thousand dollars and No/100 (\$5,000.00) for September Consulting; Five Thousand dollars and No/100 (\$5,000.00) for October Consulting; Five Thousand dollars and No/100 (\$5,000.00) for November Consulting; Five Thousand Dollars No/100 (\$5,000.00) for December Consulting; Five Thousand dollars and No/100 (\$5,000.00) for January Consulting; Five Thousand dollars and No/100 (\$5,000.00) February Consulting; Five Thousand dollars and No/100 (\$5,000.00) for March Consulting; Five Thousand dollars and No/100 (\$5,000.00) for April Consulting; Five Thousand dollars and No/100 (\$5,000.00) for May Consulting; Five Thousand dollars and No/100 (\$5,000.00) June Consulting; and under no circumstances whatsoever shall the fee exceed, Sixty Thousand dollars and No/100 (\$60,000.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered

- b. Detailed description of the services or activities performed
- c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other

provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement
Richard D. Paradise

Printed Name and Title

richard.paradise@outlook.com

Email Address

(321) 297-2611

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

EDUCATIONAL PLANNING AND CONSULTING

Contractor/Vendor/Supplier Name

Richard Paradise

Signature

Richard Paradise, President

Name and Title

4014 Sunnybrook Court

Address

Orlando, Florida 32820

City, State, Zip

88-3485163

Unique Entity ID (sam.gov) or Tax ID

7/17/24

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE

IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA

RECOMMENDED BY:

Nichole Rummo

Administrator's Signature

Nichole Rummo, Coordinator

Name and Title

IRSC, Capital Planning, Projects, and Facilities

College/Department

7/18/24

Date

APPROVED BY:

Edith Pacacha

Authorized Designee of the Board of Trustees

EDITH PACACHA VP ADMIN/FINANCE,
CFO

Name and Title

July 24, 2024

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

Educational Planning and Consulting

4014 Sunnybrook Court, Orlando, FL 32820
richard.paradise@outlook.com
321-297-2611

Date 7/3/24

Nichole Rummo
Coordinator
Office of Capital Projects, Facilities, Sustainability, Risk Management
3209 Virginia Ave.
Fort Pierce, FL 34981-5596

Dear Ms. Rummo:

Thank you for the opportunity to submit a proposal to work with you and the Office of Capital Projects, Facilities, Sustainability and Risk Management.

The scope of work will consist of the following.

1. Perform Spot Surveys to supplement the 2024 Educational Plant Survey
2. Conduct general room condition assessment (architectural components only)
3. Assist with the development of the capital improvement plan (CIP)
4. Assist with the development of the Project Priority List (only for CO & DS funded projects)
5. Assist with the development of preliminary building programs
6. Coordinate revision of deferred maintenance plans
7. Assist with the planning process for new and remodel building construction
8. Write various facilities related reports
9. Participate in meetings and planning as determined by the Coordinator

All work will be under the Coordinator of the Office of Capital Projects, Facilities, Sustainability and Risk Management or their designee and in compliance with the rules and standards of Indian River State College and the Florida Department of Education. This proposal is for the period of July 1, 2024 to June 30, 2025. No insurance is provided.

Educational Planning and Consulting (EPAC) proposes to perform the work described above for a monthly fee of \$5,000. Work will begin upon receipt of purchase order. The EPAC EIN number is 88-3485163.

I hope this provides the information you need. However, if you have any questions or need additional information, please contact me. I look forward to providing ongoing services to IRSC.

Best regards,
Richard Paradise

Richard D. Paradise
Educational Planning and Consulting

Educational Planning and Consulting

4014 Sunnybrook Court, Orlando, FL 32820

richard.paradise@outlook.com

321-297-2611

Date 6/30/25

Nichole Rummo

Coordinator

Office of Capital Projects, Facilities, Sustainability, Risk Management

3209 Virginia Ave.

Fort Pierce, FL 34981-5596

Dear Ms. Rummo:

Thank you for the opportunity to submit a proposal to work with you and the Office of Capital Projects, Facilities, Sustainability and Risk Management.

The scope of work will consist of the following.

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2. Conduct general room condition assessment (architectural components only)
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I hope this provides the information you need. However, if you have any questions or need additional information, please contact me. I look forward to providing ongoing services to IRSC.

Best regards,



Richard D. Paradise

Educational Planning and Consulting



**ADDENDUM # 01
TO
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE**

This 01 Addendum is made to the Independent Contractor Agreement for Services of \$3,500 or More (the “Original Agreement”), effective Date of **September 13, 2024**, based on **RFP # 24/25-08**, between **Indian River State College**, in State of FLORIDA (the “College”), and **GREEN LAWN SERVICES and SOD INSTALLATION INC.**, with address **3038 NW 128TH AVE, OKEE CHOBEE, FL 34972** (the “Contractor”).

WHEREAS, the Parties desire to modify the contract terms of the Original Agreement.

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:


1. **Section 1 - Scope of Services**, additional summer landscaping services on Massey Campus.
2. **Section 3 – Term**, additional scope is hereby extended to September 30, 2025
3. **Section 4 – Remuneration** is hereby amended to remain the same overall contract value **Thirty-Eight Thousand Eight Hundred and No/100 Dollars (\$38,800.00)** Funding Summary follows:

Funding Summary	Contract Dates	Change Order Amount
Original Contract	9/1/2024 to 6/30/2025	\$151,547.00
1st Addendum	7/1/2025 to 6/30/2026	\$181,856.00
2nd Addendum	7/21/2025 to 9/30/2025	\$38,800.00

4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Agreement between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party's signature.

GREEN LAWN SERVICES

By: 
Signature

Date: 7-17-25

Name and Title: Jose Ramirez president

Indian River State College - RECOMMENDED BY:

By: _____

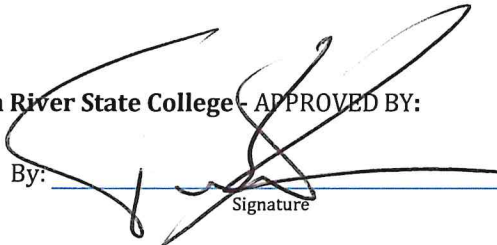

Signature

Date: 7/17/2025

Name and Title: Tony Quinn - AVP of Facilities

Indian River State College - APPROVED BY:

By: _____


Signature

Date: 21 July 2025

Name and Title: Dr. Tim Moore, IRSC - President

Green Lawn Svc & Sod Installation **Estimate 1445**
Inc
P.O. BOX 188
Okechobee, FL 34974
greenlawnsvc@yahoo.com



ADDRESS

Indian River State College
(Main Campus)
3209 Virginia Ave
Fort Pierce
FL
34981

DATE
07/17/2025

TOTAL
\$38,800.00

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Ground maintenance	Mowing, Edging, Weedeating, Blowing... 8 cuts on the main campus for a total of \$38,800.00	1	38,800.00	38,800.00

TOTAL **\$38,800.00**

THANK YOU.

Accepted By

Accepted Date



INDIAN RIVER
STATE COLLEGE

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS BTM COACH, Inc (the "Contractor") having a principal place of business at 1445 Cox Rd Cocoa, FL 32926 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Charter Bus for Athletics Teams to be provided in accordance with the Contractor's Proposal dated 6/4/2025 [BID Confirmation No 0000312150 - ITB 24/25-35-Charter Bus for Athletics Teams, Bid Schedule & Trip Schedule for FY2025/2026] attached hereto and marked as Exhibit A. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Gymnasium, Massey Campus, located at 3209 Virginia Ave. Fort Pierce, FL - 34981
3. **Term.** The provision of services under this Agreement shall commence on 8/1/2025 and will terminate on 7/31/2026; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Two Hundred and One Thousand, Six Hundred Eighty Five and No/100 dollars (\$201,685.00) for Charter Services for schedule, and under no circumstances whatsoever shall the fee exceed, Two Hundred and One Thousand, Six Hundred Eighty Five and No/100 dollars (\$201,685.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable, and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

coverage is made available by Contractor or a third party. The contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. **No Agency Created.** The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. **Conflict of Interest.** The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. **No Unauthorized Use of Names.** Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. **Assignment.** The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. **Compliance with Florida Law and College Policies.** Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. **Modification/Entire Agreement/No Prior Agreement.** This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. **Termination/Revocation.** Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this

Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. **Indemnification.** The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. **Governing Law.** Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. **Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. **Governmental Immunity.** No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. **Binding Arbitration Prohibited.** The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. **Insurance.** The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. **No Waiver.** No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. **Conflict.** In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. **Relief the College May Seek.** The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement
Sandy Burroughs

Printed Name and Title

sandy@btmcoach.com

Email Address

321-848-1036

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

BTM Coach, Inc
Contractor/Vendor/Supplier Name

[Signature]
Signature

President
Name and Title

1445 Cox Rd.
Address

Colusa, FL 32926
City, State, Zip

82-3654870
Unique Entity ID (sam.gov) or Tax ID

07/07/25
Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA

RECOMMENDED BY:

Scott Kimmelman

Administrator's Signature

Scott Kimmelman, Athletic Director

Name and Title

Athletics

College/Department

July 10, 2025

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

EXHIBIT A

BID SCHEDULE

TITLE: CHARTER BUS SERVICE FOR ATHLETIC TEAMS			TITLE: CHARTER BUS SERVICE FOR ATHLETIC TEAMS
ITEM No.	DESCRIPTION OF ITEM	QUANTITY AND UNIT	PRICE PER UNIT SHOWN
1A	MEN'S BASKETBALL: Charter Bus Service for travel within the State of Florida 20-24 passenger bus with air conditioning and T.V. monitor, if available. SEE ATTACHED SCHEDULE	34 passenger bus	\$_____ Per Trip See Attached schedule \$ <u>50,900.00</u> Total Charge
2A	WOMEN'S SOFTBALL: Charter Bus Service for travel within the State of Florida - 47 passenger bus with air conditioning, restroom and T.V. monitors.	57 - passenger bus	\$_____ Per Trip See Attached schedule
2B	WOMEN'S SOFTBALL: Charter Bus Service for travel within the State of Florida 20-24 passenger bus with air conditioning and T.V. monitor, if available. SEE ATTACHED SCHEDULE	34 passenger bus	\$_____ Per Trip See Attached schedule \$ <u>61,935.00</u> Total Charge

3A	MEN'S BASEBALL: Charter Bus Service for travel within the State of Florida - 47 passenger bus with air conditioning, restroom and T.V. monitors.	57 - passenger bus	\$ _____ Per Trip See Attached schedule
3B	MEN'S BASEBALL: Charter Bus Service for travel within the State of Florida - 20-24 passenger bus with air conditioning and T.V. monitor, if available. SEE ATTACHED SCHEDULE	34 passenger bus	\$ _____ Per Trip See Attached schedule \$ 47,450.00 Total Charge
4A	WOMEN'S VOLLEYBALL: Charter Bus Service for travel within the State of Florida 20-24 passenger bus with air conditioning and T.V. monitor, if available. SEE ATTACHED SCHEDULE	34 passenger bus	\$ _____ Per Trip See Attached schedule \$ 28,800.00 Total Charge

5A	<p>MEN'S AND WOMEN'S SWIMMING:</p> <p>Charter Bus Service for travel within the State of Florida - 47 passenger bus with air conditioning, restroom and T.V. monitors.</p> <p>SEE ATTACHED SCHEDULE</p> <p>TOTAL COST FOR ALL TRIPS COMBINED BASED ON ATTACHED SCHEDULED FOR 47 PASSENGER BUS.</p> <p>TOTAL COST FOR ALL TRIPS COMBINED BASED ON ATTACHED SCHEDULED FOR 20-24 PASSENGER BUS.</p> <p>TOTAL CHARGE</p>	<p>57 - passenger bus</p> <p>57 - passenger bus</p> <p>34 passenger bus</p>	<p>\$_____ Per Trip See Attached schedule</p> <p>\$ 12,600.00 Total Charge</p> <p>\$_____ Per Trip</p> <p>\$_____ Per Trip See Attached schedule</p> <p>\$ 201,685.00 Total Charge</p>
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INDIAN RIVER STATE COLLEGE CHARTER BUS SERVICE TRIP SCHEDULE FOR ATHLETICS TEAMS FISCAL YEAR 2025/2026										
Date	Opponent	Site	Baseball	Softball	Basketball Men	Swimming	Volleyball	Total Cost	Notes	
Volleyball										
9-Aug	Pre-Season Jamboree at PBSC	Lake Worth					(1,775.00) 1	1,775.00	All Volleyball travel to take place on 34-passenger bus	
23-Aug	Tri-Match with Pol and Santa Fe	New Port Richey					(2,000.00) 1	2,000.00		
27-Aug	Hillsborough	Tampa					(1,975.00) 1	1,975.00		
3-Sep	Florida State College - Jacksonville	Jacksonville					(1,925.00) 1	1,925.00		
5-Sep	St. John's River	Palatka					(3,800.00) 1	3,800.00		
12-Sep	2-days (day 2 games are in Leesburg)									
	Gulf Coast	Panama City					(5,600.00) 1	5,600.00		
17-Sep	3-days (day 3 games are in Pensacola)									
	Palm Beach	Lake Worth					(1,775.00) 1	1,775.00		
15-Oct	South Florida State College	Avon Park					(1,750.00) 1	1,750.00		
22-Oct	Pasco Hernando	New Port Richey					(2,000.00) 1	2,000.00		
24-Oct	State College of Florida	Bradenton					(3,600.00) 1	3,600.00		
	2-day (day 2 games are in St. Petersburg)									
17-Nov	Airport Transfer	Orlando					(1,300.00) 1	1,300.00		
22-Nov	Airport Transfer	Orlando					(1,300.00) 1	1,300.00		
Swimming										
19-Sep	Florida Atlantic	Boca Raton				(1,975.00) 1		1,975.00	All Swim travel to take place on 57-passenger bus (unless otherwise noted)	
24-Oct	Florida Tech	Melbourne				(1,675.00) 1		1,675.00		
12-Dec	Florida Southern College	Lakeland				(1,775.00) 1		1,775.00		
3-Jan	Florida International	Miami				(2,100.00) 1		2,100.00		
17-Jan	FAU Diving Invite	Boca Raton				(850.00) 1		850.00		
23-Jan	Ave Marie	Ft. Myers				(2,150.00) 1		2,150.00	15-passenger van for this trip	
30-Jan	University of Tampa	Tampa				(2,075.00) 1		2,075.00		
Men's Basketball										
11-Oct	Orlando Jamboree	Tavares			(1,675.00) 1			1,675.00	All Men's Basketball travel to take place on 34-passenger bus	
12-Oct	Orlando Jamboree	Tavares			(1,675.00) 1			1,675.00		
24-Oct	Lynn University	Boca Raton			(1,975.00) 1			1,975.00		
6-Nov	Gulf Coast Classic	Panama City			(5,100.00) 1			5,100.00		
	3-days									
14-Nov	Eastern Florida Classic	Melbourne			(1,600.00) 1			1,600.00		
15-Nov	Eastern Florida Classic	Melbourne			(1,600.00) 1			1,600.00		
28-Nov	Miami Dade Thanksgiving Classic	Miami			(5,925.00) 1			5,925.00		
	3-days									
4-Dec	JUCO Shootout	Tallahassee			(8,000.00) 1			8,000.00		
	4-days									
16-Dec	Miami Dade Christmas Classic	Miami			(3,550.00) 1			3,550.00		
	2-days									
14-Jan	Hillsborough	Tampa			(1,975.00) 1			1,975.00		
17-Jan	Polk	Winter Haven			(1,775.00) 1			1,775.00		
28-Jan	Santa Fe	Gainesville			(2,150.00) 1			2,150.00		
31-Jan	Florida Southwestern	Ft. Myers			(2,050.00) 1			2,050.00		
7-Feb	St. Petersburg	St. Petersburg			(2,050.00) 1			2,050.00		
11-Feb	Miami Dade	Miami			(1,975.00) 1			1,975.00		
18-Feb	Daytona	Daytona Beach			(1,850.00) 1			1,850.00		
25-Feb	Eastern Florida	Melbourne			(1,600.00) 1			1,600.00		

2024 - 2025 LOCAL BUSINESS TAX
INDIAN RIVER COUNTY, FLORIDA
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 275 MISCELLANEOUS

BUSINESS ADDRESS 1445 COX ROAD
COCOA, FL 32926

NAME BTM COACHES, INC
MAILING MOBERG, BILL, MCGRATH, TIM
ADDRESS 1445 COX ROAD
COCOA, FL 32926

ACCOUNT # 22657
RECEIPT # 4120
EXPIRES SEPTEMBER 30, 2025

AMOUNT	40.00
PENALTY	4.00
TRANSFER	0.00
TOTAL	44.00

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 10/16/2024 44.00

000-00002472



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2025

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 Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: PHONE (A/C, No, Ext): 800-407-4077 FAX (A/C, No): 321-752-7980 E-MAIL: policies@RRL-ins.com ADDRESS: policies@RRL-ins.com
INSURED BTM Coaches, Inc 1445 Cox Rd. Cocoa FL 32926	INSURER(S) AFFORDING COVERAGE INSURER A: Lancer Insurance Company INSURER B: Pennsylvania Manufacturers' Association Insurance INSURER C: INSURER D: INSURER E: INSURER F:
BTMCOAC-02	NAIC # 26077 12262

COVERAGES

CERTIFICATE NUMBER: 598714072

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	GL158880#8	11/8/2024	11/8/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BA173007#8	11/8/2024	11/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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/A	202501-113444	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	Sexual Abuse & Molestation		GL158880#8	11/8/2024	11/8/2025	\$1,000,000 \$5,000,000 Per Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

CANCELLATION 30 days cancellation notice

Indian River State College 3209 Virginia Avenue Fort Pierce FL 34981-559	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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SECTION 2: BID DOCUMENTS

All documents provided in this Section 2, including this page, must be completed. Unless otherwise specified, all bid documents must be mailed or hand-delivered by the Bid due date and time as specified in this ITB to be considered for award.

2.1 SCOPE OF SERVICES

2.2 CONTACT INFORMATION AND CERTIFICATION

2.3 NOTICE OF CONFLICT OF INTEREST

2.4 NON-COLLUSION CERTIFICATION

2.5 STATEMENT OF NO INVOLVEMENT

2.6 ADDENDA ACKNOWLEDGEMENT FORM

I (Bidder), BTM Coaches Inc, certify that all of the above required documents have been completed. I also understand that failure to submit a completed bid package (fully completed and executed) will result in rejection of bid.

Dated 05/27/2025

BTM Coaches Inc
(Bidder)

William Moberg
(Signature)

William Moberg
(Printed Name)

President
(Title)

2.2 – BIDDER'S CONTACT INFORMATION AND CERTIFICATION

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Invitation to bid (ITB), and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this ITB.

I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a bid for the same materials, supplies, equipment, or services and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this document.

For solicitation purposes, the Bidder's contact person shall be:

For contractual purposes, should the Bidder be awarded, the contact person shall be:

Name William Moberg

Sandy Burroughs

Title President

Booking Agent

Address 1445 Cox Rd.
Cocoa, FL 32926

1445 Cox Rd.
Cocoa, FL 32926

Telephone 321-783-9000

321-783-9000

Fax _____

E-mail bill@btmcoach.com

Sandy@btmcoach.com

2.3 - NOTICE OF CONFLICT OF INTEREST

Company or Entity Name BTM Coaches Inc

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of 10 percent or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

BTM Coaches Inc

Name of Bidder's Organization

William Moberg

Signature of Authorized Representative and Date

William Moberg

Print Name

2.4 - NON-COLLUSION CERTIFICATION

STATE OF Florida
COUNTY OF Brevard

I state that I William Moberg, President of BTM Coaches Inc,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Bid, or potential Bid.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Bid, or potential Bid, and they will not be disclosed before Bid opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary ~~Response~~ 51025.00.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. BTM Coaches Inc, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Bid, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

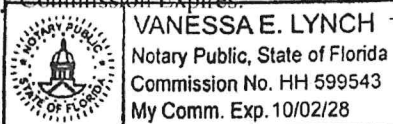
Dated this 2nd day of June 2025.
Name of Organization: BTM Coaches Inc
Signed by: William Moberg
Print Name: William Moberg

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 2nd day of June 2025.

Notary Public:

My Commission Expires:



2.5 - STATEMENT OF NO INVOLVEMENT

I, William Moberg, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the College to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work, if applicable.

BTM Coaches Inc

Name of Bidder's Organization

William Moberg

Signature of Authorized Representative and
Date

William Moberg

Print Name

2.6 – ADDENDA ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Bidder has reviewed, complied with and/or accepted all Addenda to the solicitation.

Please list all Addenda below.

BTM Coaches Inc

Name of Bidder's Organization

William Moberg

Signature of Authorized Representative and
Date

William Moberg

Print Name



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS CROWN CASTLE FIBER LLC (the "Contractor") having a principal place of business at PO BOX 28730, New York, NY 10087-8730 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: **2 Strands (1 Pair) of Dark Fiber, 7.1 Route Miles and 14.2 Fiber Miles, deployed at IRSC – Black Burn Campus** to be provided in accordance with the Contractor's Proposal dated 7/17/2025 Based on Proposal # **Dark Fiber 2 Strands** attached hereto and marked as **Exhibit A** and **General Services Administration (GSA) Multiple Award Schedule (MAS) Contract # GS-35F-465DA, dated to expire August 17th, 2036**, attached hereto and marked as **Exhibit B**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: ALoc: 32002 Ave D, 1st Floor, Fort Pierce, FL 34947 and ZLoc" 3209 Virginia Ave, 3rd Floor, Building V room 333, Fort Pierce, FL 34981 (main campus).
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Two Hundred Seventy Thousand and 00/100 dollars (\$270,000.00)**; for Dark Fiber installation at Black Burn Campus, and under no circumstances whatsoever shall the fee exceed, **Two Hundred Seventy Thousand and 00/100 dollars (\$270,000.00)**. The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits

through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

[CROWN CASTLE FIBER LLC]
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**



07/17/2025



Francine Resnick Margolis
Account Executive
305-336-6555
Francine.resnickmargolis@crowncastle.com

Crown Castle, Inc.
West Palm Beach, FL
www.CrownCastle.com

Summary of Proposal

This proposal is for Dark Fiber 2 Strands - Associated to Construction of Fiber to... Services 3002 Ave D, 1st Floor, Fort Pierce, FL 34947 and 3209 Virginia Ave, 3rd Floor, Building V room 333, Fort Pierce, FL 34981.

Proposal



The pricing in this proposal is proprietary and confidential

Term (Months)	Quantity and product	Description	Service Location	NRC	MRC
60	2 strands of Dark Fiber	Dark fiber 7.1 Route miles 14.2 Fiber Miles	2 strands (1 Pair) Dark Fiber (Blackburn) "Associated to Construction of Fiber to Location" ALoc: 3002 Ave D, 1st Floor, Fort Pierce, FL 34947 ZLoc: 3209 Virginia Ave, 3rd Floor, Building V room 333, Fort Pierce, FL 34981 (main campus)	\$270,000	NA

1. Project Summary

Crown Castle Dark fiber solution consists of deploying a pair of dark fiber to meet current and future bandwidth demands for Indian River State College Blackburn Campus.

2. Project Objectives

- Provide a scalable dark fiber infrastructure.
- Building in areas that have little or no fiber for the benefit of moving information and growth for the community.

3. Site and Segment Overview

- Segment 1: shown below.
- Segment 2: shown below

4. Technical Specifications

- Fiber type Single-mode
- Fiber count per segment (1 pair or 2 fibers)
- Installation method (underground)

5. Deployment Plan

- Timeline to complete 120 days approximately

- Permitting and regulatory considerations will affect the timeline – (permitting is out of Crown Castle control however an average permitting interval 90 days)

GSA Contract Vehicle:

Additional information requested by Indian River State College:

(this statement below is written in our Order Forms under Order Acceptance)

General Services Administration (GSA) Multiple Award Schedule (MAS) contract, number GS-35F-465DA, dated to expire August 17, 2036

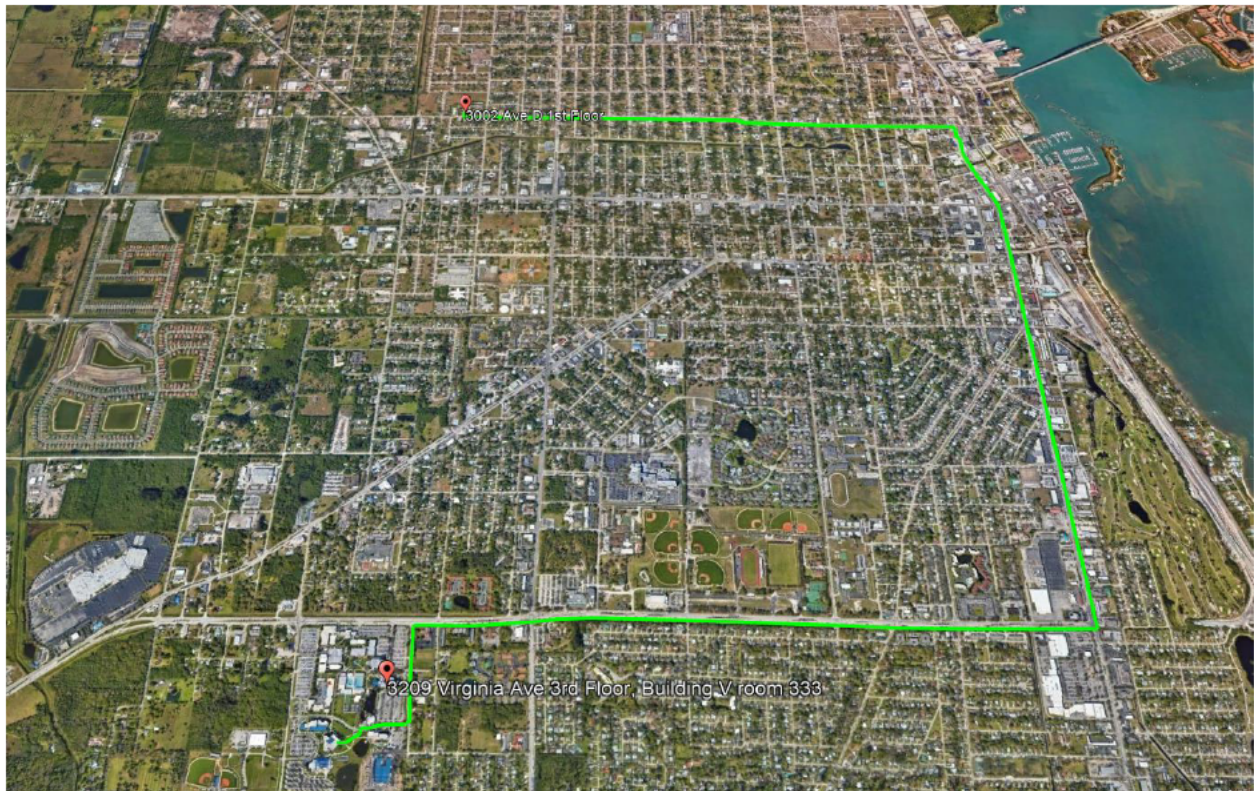
Dark Fiber – 1st 10 Route Miles or fraction thereof: (7.1 Route Miles)

Lateral Construction pre ¼ Mile or fraction thereof: (1.85 Miles Construction)

CLIN 19007 – SIN 54151ECOM - 60 Month Term - \$0 NRC, \$1,585 MRC per ¼ Mile = \$11,095 MRC

NRC Conversion = \$665,700

- Discount Off Standard = 59%



Crown Castle – A little about our Company

Crown Castle Incorporated, an S&P 500 company, is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 85,000 route miles of fiber supporting small cells and fiber solutions across every major US market. Our nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology, and wireless service – bringing information, ideas and innovations to the people and businesses that need them. We customize networking solutions tailored to our customers' unique needs to enable the highest levels of diversity, security, and protection.

Crown Castle offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SD-WAN, Video, Internet Access, Cloud Connect, Collocation, SASE and Edge Solutions.

As a customer in the healthcare business, Crown Castle is committed to providing exceptional support and care to your organization while ensuring industry-leading levels of service and reliability for your network. At a time when the telecommunications industry is going through great changes, we're committed to being a dependable, stable partner that you can count on today, tomorrow, and for many years to come. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

Why Crown Castle?

- **Expertise:**
 - We provide customized fiber solutions for customers across the United States, including the top 50 markets in the country.
 - Our team of Sales and Sales Engineering resources offer unique perspectives and "best-practice" designs based on industry-specific guidelines.
- **Consultation:**
 - We take the time to carefully consider all your needs and deliver options that meet your business requirements and budget.
 - We encourage white-board design sessions to review all considerations and open new possibilities.
- **Service:**
 - We have locally based service teams available to you whenever you need them, and with our around-the-clock Network Operations Centers, you can be sure your network will always be in good hands.
 - After implementation, you have full access into our Customer Access Portal to review bills, view network utilization stats, open a trouble ticket, contact your account team and much more.
- **Dedicated Account Team:**
 - With a single point of contact, you'll always know who to reach out to for all your network needs.
 - Our dedicated teams consist of Sales, Sales Engineering, Client Service Managers and local Operations and Service Delivery personnel familiar with local permitting requirements and implementation timelines.

Your Crown Castle dedicated account team

Sales

Francine Resnick Margolis

Account Executive

305-336-6555

Francine.resnickmargolis@crowncastle.com

Sales Engineering

Sean Fraser

Sales Engineer

Sean.fraser@crowncastle.com

Client Services

Alexandra Johnson

Client Service Manager

786-701-7246

Alexandra.Johnson@crowncastle.com

Network Operations

(855) 93-FIBER

fibersupport@crowncastle.com

Service Delivery

Janet Valencia

Regional Manager Project Delivery

786-701-7444

Janet.Valencia@crowncastle.com

Regional Leadership

Jose Montes de Oca

Fiber Sales Director

786-701-7287

Jose.montesdeoca@crowncastle.com

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule FSS Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!TM, a menu-driven database system. The Internet address for GSA-Advantage!TM is:
<http://www.gsaadvantage.gov>*

**Multiple Award Schedule
Federal Supply Group: Information Technology
Contract Number: GS-35F-465DA**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at <https://www.gsa.gov/schedules>.

Contract Period: August 18, 2021 – August 17, 2026



**Crown Castle Fiber LLC
1220 Augusta Drive, Suite 600
Houston, Texas 77057-6801
Telephone: 408-468-5517
Fax: 781-932-6490
www.crowncastle.com**

**Contract Administrator: Elisabeth A. Schleu
Telephone: 303-668-1162 / Fax: 617-848-3226
gsa-contract-notices@crowncastle.com**

Business Size/Status: Other than Small Business

Prices shown herein are NET (discount deducted).

Pricelist current through modification #PS-0032 dated March 22, 2023.



State & Local Purchasing Programs



Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration's (GSA's) [Federal Supply Schedule 70](#), Information Technology (IT) Schedule contract. The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.



Disaster Recovery Purchasing Program (RC) Section 833 of the National Defense Authorization Act allows state and local governments to purchase products and services to facilitate recovery from a major disaster. This includes advance and pre-positioning in preparation for a disaster.

Federal Grants During Public Health Emergencies Section 319 of Public Health and Services Act

**DARK FIBER SUPPLEMENT
TO THE
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT
LICENSEE: _____**

This Dark Fiber Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** or Master Service Agreement between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement applies to dark fiber licensed to Licensee under an Order Form that specifies dark fiber. This Supplement shall not apply to other products, including Ethernet, wavelength, Internet, or colocation.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of licensed dark fiber.

“Cable” means fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Crown Castle has or will have access by ownership, lease, right to use, or otherwise.

“Dark Fiber” or “Fibers” means one or more specified strands of dedicated optical fiber within a Cable without optronics or electricity, subject to the terms of the Agreement.

“Licensee Fibers” or “Product” means the Fibers that are licensed to Licensee under an Order Form.

“Location” is an address wherein Crown Castle will hand off Licensee Fibers to Licensee.

“Product Credit” means a credit that Licensee may be eligible to receive pursuant to Section 7 below.

“Product Outage” means a loss of continuity or other material degradation of the Licensee Fibers such that Licensee is unable to utilize the Licensee Fibers for transmission of optical signals.

“Route” means the geographic path along which the Cable and Licensee Fibers are located.

“Route Segment” means a portion of the Route between any two Locations.

3. SPECIFICATIONS

3.1 Specifications. The Specifications applicable to the Licensee Fibers are set forth in the attached **Exhibit A**, incorporated herein by reference.

4. USE OF AND ACCESS TO LICENSEE FIBERS; RELOCATION

4.1 License. Subject to the terms and conditions set forth in the Agreement and this Supplement, Crown Castle and Licensee may from time to time execute one or more Order Forms pursuant to which Crown Castle grants to Licensee a license to use Licensee Fibers designated on the Order Form. Each Order Form will specify the number, identity, type, and route of the Licensee Fibers, and the permitted Locations where Licensee may access the Licensee Fibers. Crown Castle may not be the owner of the Licensee Fibers but may instead lease, license, or acquire a right to use such Licensee Fibers from a third party together with the right to sub-lease Licensee Fibers to Crown Castle’s Licensees.

4.2 Limitations on Rights and Obligations. In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

4.2.1 Use by Licensee. Licensee shall have no right or interest in the Licensee Fibers other than a license to use the Licensee Fibers. A license of Licensee Fibers does not convey any ownership interest in the Licensee Fibers or the Cable.

Licensee is solely responsible for all optical and other equipment required to enable Licensee to utilize the Licensee Fibers for optical communications.

4.2.2 Use by Crown Castle. Nothing herein shall be construed as limiting or restricting Crown Castle or its Affiliates in any manner from using its or their own Cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

4.2.3 Subordination. Licensee understands and agrees that Crown Castle's ability to grant Licensee the license to use the Licensee Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Crown Castle Network and the Licensee Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Licensee shall only have a license to use the Licensee Fibers or related facilities, expressly granted herein, and in no event shall such license be construed to be greater than the Underlying Rights to use such Licensee Fibers. Crown Castle shall not be liable for any acts or omissions by Crown Castle, its employees or affiliates that interfere with or otherwise affect Licensee's use of the Licensee Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable.

4.2.4 Sublicensing. Licensee shall not assign, sell, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use the Licensee Fibers to any third party without the prior written consent of Crown Castle.

4.2.5. Access to Licensee Fibers. Licensee may access the Licensee fibers only at the Demarcation Points specified in the applicable Order Form. Licensee may not access or take any action that impacts the Licensee Fibers or the Cable at any other locations.

4.3 Relocation.

4.3.1 Relocation Required By Crown Castle. In the event that Crown Castle is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Crown Castle's reasonable control, to relocate or modify any or all Cable on the Route upon which the Licensee Fibers are located, Crown Castle's costs for any such work shall be shared on a pro rata basis with Licensee. Crown Castle shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Licensee Equipment or other Licensee property on the Licensee's side of the Demarcation Point. If the relocation or replacement of the Cable is requested or caused by a third party, Crown Castle shall attempt to obtain reimbursement of Crown Castle's costs from said third party. Notice to Licensee will be provided as soon as reasonably practicable. Neither Crown Castle nor any of its affiliates or agents shall incur liability for any Product Outage, disruption, degradation, interference, or interruption of any Product in connection with any such removal or relocation. Crown Castle and Licensee shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Licensee Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Specifications.

4.3.2 Relocation Requested By Licensee. Licensee may request relocation of the Licensee Fibers. Any such relocation shall be subject to Crown Castle's approval (which shall be in Crown Castle's sole discretion), the execution of an Order Form, and Licensee's payment to Crown Castle of such additional charges as Crown Castle may require. No relocation or replacement of the Cable or related facilities shall be performed without the prior written agreement of Crown Castle, which shall be in Crown Castle's sole discretion.

5. TERMINATION AND CONDEMNATION

5.1 Termination of Route Segment. In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment may be terminated by Crown Castle without liability (unless due to a default by Crown Castle under any applicable Underlying Rights agreement), upon reasonable notice to Licensee, to the extent Crown Castle is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or other property as contemplated by the Agreement. If a Route Segment is terminated pursuant to this Section, Crown Castle shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Crown Castle to meet Licensee's needs, but under no circumstances shall Crown Castle be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Licensee Fibers on the Route Segments terminated under this Section 5.1.

5.2 Condemnation Proceedings/Termination Rights. If at any time during the Product Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Licensee Fibers upon giving the other thirty (30) days prior written notice. If Licensee Fibers are terminated in accordance with this Section, the applicable license shall be deemed

canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

6. FEES

Licensee shall pay the fees set forth in Order Forms executed hereunder. On January 1 of each year, the MRCs shall be escalated by three percent (3%). In addition, in the event that amounts charged to Crown Castle under any Underlying Rights are increased or Crown Castle's costs or expenses are increased due to any Underlying Rights, Crown Castle shall have the right to charge Licensee for its pro rata share of such increases, which shall be added to the MRCs to be paid by Licensee for the applicable Product Term.

7. SERVICE LEVEL AGREEMENT

7.1 MTTR Objectives.

7.1.1 Mean Time to Respond. "Mean Time to Respond" is the average time required for Crown Castle to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Crown Castle's receipt of notice of such failure.

7.1.2 Mean Time to Repair. "Mean Time to Repair" is the average time required to restore the Licensee Fibers to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Crown Castle's receipt of notice of such failure.

7.2 Product Outage. Subject to this Section 7, in the event of a Product Outage, Licensee may be entitled to a Product Credit as provided in Section 7.3 below. A Product Outage shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the Product Outage or Crown Castle's receipt of notice from Licensee of the Product Outage, and end when the Licensee Fibers are operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Order Form, in no event shall a Product Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

7.3 Service Level Objective. If Crown Castle fails to repair a Product Outage within eight (8) hours of notice from Licensee of such Product Outage ("Repair Window"), Licensee may be entitled to a Product Credit as follows:

Measurement Timeframe	Product Credit for Affected Product
Per Incident	1/30 th of the MRC of the affected Product for each consecutive twelve (12) hour period (or fraction thereof) after the Repair Window up to a maximum of 50% of the MRC

7.4 Product Credits. The number of minutes of separate and discrete Product Outages will not be cumulated to determine the applicable Product Credit. Product Credits hereunder may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of a Product Outage or other failure of any Off-Net Product provided by Crown Castle to Licensee, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage, in lieu of the above-stated Product Credits. In no event shall Crown Castle's total liability for all Product Outages and/or failure to meet any objectives or parameters set forth in this Supplement in any month exceed a credit equal to fifty percent (50%) of the MRC for the affected Product for such month.

7.5 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event that gives rise to Licensee's right to request the Product Credit. Failure to request a credit within such period shall constitute a waiver of any claim for an Product Credit.

7.6 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;

- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Crown Castle;
- d. Election by Licensee, after requested by Crown Castle, not to release the Licensee Fibers for testing and repair;
- e. Crown Castle's inability to obtain access required to remedy a defect in a Product, including lack of access due to utility safety restrictions;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event; or
- i. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Fiber Specifications

1. Type and Constitution. Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
<u>Glass Geometry</u>					
Mode Field Diameter at 1310 nm	(μm)	9.2 ± 0.4	9.2 ± 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(μm)	10.4 ± 0.8	10.4 ± 0.8	8.1 ± 0.5	9.2 ± 0.8
<u>Fiber Attenuation</u>					
Maximum value at 1310 nm	(dB/km)	0.4	0.4	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.3	0.3	0.3	0.3

2. Fiber Optic Specification

- (a) Bi-directional splice value (“Splice Value”) ≤ 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average (“Splice Attenuation Average”) ≤ 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\sum \text{Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements.

3. Connectors

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).

4. Fiber Optic Test Parameters

I. Standard Fiber Optic Testing:

(a) Bi-directional OTDR

- (i) Span traces will be captured at 1310nm and 1550nm. Traces will be provided in native format and / or PDF.

(b) Bi-Directional Power Meter.

- (i) Bi-Directional power meter results will be furnished with light source data at 1550nm. Data will be supplied in a excel format with all locations clearly identified including demarcation details.

II. Additional Fiber Optic Testing (for an additional charge):

(a) Optical Return Loss/Reflectance

- (i) The ORL value measures the total light reflected back to the transmitter caused by the system components of the fiber under test and can degrade the performance by affecting the stability of the laser; this in turn can create bit errors.
- (ii) Specifications – ORL

Vendor and Telcordia specifications regarding Optical Return Loss are as follows:

Parameter	Required Threshold
Optical Return Loss	>30 dB

(b) Polarization Mode Dispersion.

- (i) PMD is caused by different polarizations of the light pulse traveling along the fiber at slightly different speeds due to imperfections of size and material properties along the length of the fiber. This causes the light pulses or waveforms to spread out or broaden causing possible bit error rate of the transmission signal. The higher the bandwidth, the shorter the pulse and the increase of importance of testing prior network turn up.
- (ii) Polarization-Mode Dispersion Measurement for Single-Mode Optical Fibers by Interferometry Method.
- (iii) PMD coefficient of the tested fiber should not exceed $<0.2 \text{ ps/km}_{1/2}$

(c) Chromatic Dispersion

- (i) Chromatic Dispersion is the broadening or spreading of a pulse of light due to the nonzero spectral width of a transmission signal. The effects of chromatic dispersion can limit the network transmission rate or the length of fiber a signal can be transmitted before requiring re-generation.
- (ii) Specifications – Chromatic Dispersion
- (iii) Record the total Chromatic dispersion for the tested span, the value per kilometer should be within the range specified below.

Type	Dispersion @ 1550nm
SMF (ITU-T 6.652.D)	$\leq 18 \text{ ps/(nm*km)}$
ELEAF (ITU-T G.655)	4 ps/(nm*km)
TrueWave RS (ITU-T G.655)	4.5 ps/(nm*km)
TrueWave Classic (early G.655)	2 ps/(nm*km)
DSF (ITU-T G.653)	0 ps/(nm*km)
SMF-LS	-1 ps/(nm*km)

Note 1: DSF not recommended for DWDM



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, **INDIAN RIVER STATE COLLEGE** in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the “College”) has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS **ENVIRONMENTAL LAND DEVELOPMENT INC** (the “Contractor”) having a principal place of business at **201 Campbell Road, Fort Pierce, FL 34945** USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: [Pruitt Nursing Campus- Overflow parking - prepping area, grading, provide millings, regrade]to be provided in accordance with the Contractor’s Proposal dated 6/25/2025 [Based on Proposal # [Asphalt Milling Parking Lot at St Lucie West Campus] attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor’s customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: 500 NW California Blvd, Port St. Lucie, FL 34986.
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement’s term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor’s fee the College is obligated to pay for the services rendered under this Agreement is as follows: Forty One Thousand, Two Hundred and Fifty and No/100 dollars [(\$41,250.00)] and under no circumstances whatsoever shall the fee exceed, Forty One Thousand, Two Hundred and Fifty and No/100 dollars [(\$41,250.00)] The College shall process the Contractor’s payment within thirty (30) days from the receipt of a valid invoice to the College’s Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor’s W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All ‘Other Direct Expenditures’ shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if

such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations

under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

ENTER CONTRACTOR NAME |
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:

Authorized Designee of the Board of Trustees

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

Proposal

Environmental Land Development, Inc.

Proposal

201 Campbell Road
Fort Pierce FL, 34945
772-466-2270 Fax 772-462-2208
Eldinc2004@gmail.com

Date : 6/25/2025

Location: St Lucie West Campus

Indian River State College
Jesus Sanchez
772/462/7748

[Asphalt Millings Parking Lot](#)jsanchez@irsc.edu

Manager	Job	Payment Terms	Due Date
			30 days

Quantity	Description	Unit Price	Line Total
1	Strip area of grass and grade sub grade for rock base	\$5,500.00	\$5,500.00
20	Supply and deliver road base material per load	\$400.00	\$8,000.00
1	Level, grade, and compact road base material for stabilization under rock. There are no plans provided for grade so we will pitch the grade toward the existing drains. Base will be 6" thick	\$9,750.00	\$9,750.00
15	Supply and deliver asphalt millings per load	\$550.00	\$8,250.00
1	Level, grade, and compact asphalt millings 3 to 4" thick Price does not include sealant	\$9,750.00	\$9,750.00
	Please sign and return to begin work		

Subtotal \$ 41,250.00

Sales Tax @ 0.00% -

TOTAL \$ 41,250.00

Make all checks payable to Environmental Land Development Inc.

THANK YOU FOR YOUR BUSINESS!



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS INNOVATE AUDIO VISUAL, INC (the "Contractor") having a principal place of business at 5307 NW 108th AVE. SUNRISE, FL-33351 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: **Removal / Installation and Programming of Audio Visual Equipment on Pruitt campus. Rooms are listed on Exhibit A.** to be provided in accordance with the Contractor's Proposal dated 7/10/2025 **Based on Proposal # IRSC-062425** attached hereto and marked as **Exhibit A** and **TIPS CONTRACT # 230901** attached hereto and marked as **Exhibit B**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Pruitt Campus, 500 NW California Blvd, Port St. Lucie, Florida 34986.
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Three Hundred Fifty Two Thousand, Nine Hundred Thirty Eight and 60/100 dollars (\$352,938.60);** for Audio Visual equipment installation at Pruitt Campus, and under no circumstances whatsoever shall the fee exceed, **Three Hundred Fifty Two Thousand, Nine Hundred Thirty Eight and 60/100 dollars (\$352,938.60).** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this

Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

INNOVATE AUDIO VISUAL, INC |
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:

Authorized Designee of the Board of Trustees

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**



Date: 07/10/2025

Indian River State College: IRSC-062425

Indian River State College - Azzam Abdur-Rahman

500 NW California Blvd
Port St. Lucie Florida 34986



**INDIAN RIVER
STATE COLLEGE**



Presented By:
Innovate Audio Visual, Inc.
5307 NW 108th Ave.
Sunrise, FL. 33351

Scope of Work

Innovate-AV appreciates the opportunity to partner with IRSC on the Pruitt Campus Audio Visual Project.

As discussed in our prior meeting with IRSC Team Members, Innovate-AV will work hand-in-hand with College personnel to create an installation schedule that will maximize our productivity on campus while minimizing disturbance to the faculty and student body.

Innovate-AV will be removing the requested equipment and installing new equipment for each of the 26 locations listed below in this quote. The equipment being installed and room design have been provided by IRSC's Audio Visual Department. Any electrical and or network drops required will also be completed by IRSC. All programming will be provided by Innovate-AV.

Innovate-AV acknowledges we will be given a listing of the IP addresses and IPID for each device to be configured by us. The spreadsheet will be filled out throughout the installation by Innovate-AV and returned to IRSC's AV, so that products may be white-listed on their AV network. Department periodically upon request (Fields, Room, Device serial number and MAC address).

Innovate-AV will be responsible for removal of all waste materials and placing them in the appropriate dumpsters determined by IRSC's AV Team.

All ceiling-mounted equipment including projectors, speakers, microphones, and PTZ cameras will be secured with safety cable per code. The CMA 440 plate will be anchored to the deck with four (4) hard points, one on each corner per IRSC.

Below are "special notes" per room and general notes for the overall job.

Room F217-F218

AV System Overview –

Room Configuration:

- Rooms 217 and 218 are designed to operate independently or as a combinable space.
- When combined, the system functions as a unified AV environment, simplifying control and ensuring consistent media playback.

System Components:

- Each room will be equipped with Crestron DMPS systems and Touch Panel to handle video distribution, audio processing, and control.
- Room 218 will serve as the head-end for the combined system. It will be capable of distributing video and audio feeds to both its own AV infrastructure and that of Room 217.
- The touch panel in Room 218 will serve as the primary control point for enabling and managing the combined room mode.

Video and Audio Distribution:

- The same video image will be mirrored to all displays in both rooms, regardless of whether they are in individual or combined mode.
- Audio will be played through the overhead speaker systems in both rooms when in combined mode.

User Interface and Experience:

- The Crestron programming will be intentionally kept simple, ensuring an intuitive experience for instructors and minimizing distractions during teaching.
- Only the touch panel in Room 218 will provide the option to combine or separate the rooms.

E-114 (Auditorium)

- The Client's (OFE) 85" Samsung Display shall be mounted using the (OFE) installed mount, directly in place of the existing (OFE) 80" Samsung Display. Scaffolding will be brought to the job-site and used as needed as determined by our Field Manager.

G-101

- Innovate-AV shall set the limits on the (OFE) installed Da-Lite Projection Screen. Change out the existing Crestron button panel for an (OFE) Crestron TS-1070 Control Panel. Innovate-AV will swap out the DMPS3-300C for an (OFE) DMPS3-4k-350C

G-105 & 106

- Innovate-AV will pull shielded CAT6 cable from each podium location to display location at rear of room. A Crestron DM-RMC-SCALER-C. We will cut in a single gang plate with a Shielded CAT6 connection so the podium can be disconnected. Programming will be updated to accommodate this addition. We will also extend USB 2.0 for Mouse/Touch Control.

S114, S216, S220

- Innovate-AV will remove (1) Standard Smartboard in each room and allow for the College to provide power, data, and plywood backing reinforcement to the walls before Innovate-AV returns to install (1) 86" Smartboard Display in each room. Programming will be updated to accommodate the addition

The remaining rooms will follow the SOW outlined by IRSC.

General Notes:

- Innovate-AV doesn't recommend the use of the Aumox PoE Switches in any way. Innovate-AV has provided an optional alternate for the AVoIP and control over IP solution.
- Innovate-AV can not be responsible for the expected use or capabilities of the specified plugable UD-3900PDH USB-C Docking Station.
- Stem building, third floor labs have plastic non-removable ceiling tiles. Innovate-AV shall not be responsible for removing, replacing, or installing said tiles.
- Programming Scope: The last source selected shall automatically be shown on the preview monitor and automatically be shown on the projector(s).
- All rooms that have a projector & lens, shall replace the existing projectors.
- Client to provide all uncompiled programming code in advance to access whether or not the existing code is usable.
- All existing REVO Labs wireless mic systems shall remain in place, but be disabled from the existing systems.
- The quote includes the de-installation of the equipment we are replacing unless otherwise noted by Client.
- Client will provide new UPS/Power Distribution for each room, where required.

If you feel that we have missed or need to add anything to our list and SOW, please advise so that we may modify.

Thank you,

Brett Buth

STEM Hallway Signage

OFE

Qty: 6

OFE OFE
Owner Furnished Samsung 55" Displays

OFE

Qty: 6

OFE OFE
Owner Furnished Chief MTM1U Mounts

OFE

Qty: 6

OFE OFE
Owner Furnished AVPro Edge Decoders

OFE

Qty: 6

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 6

OFE OFE
Owner Furnished MidAtlantic RLNK-215 Network Surge
Protectors

OFE

Qty: 12

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 6

OFE OFE
Owner Furnished Cables to Go CG-52036

S114 (Large Classroom)

OFE


Qty: 1

OFE OFE
Owner Furnished SMART Rx286 86" Smartboard

OFE

Qty: 1

OFE OFE
Owner Furnished Epson EB-PU1007W Projector

OFE	Qty: 1	OFE OFE Owner Furnished Epson ELPLM08 Projector Lense	
OFE	Qty: 1	OFE OFE Owner Furnished Plugable UD-3900PDH USB-C Hub	
OFE	Qty: 1	OFE OFE Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch	
OFE	Qty: 1	OFE OFE Owner Furnished Crestron CP4N Controller	
OFE	Qty: 3	OFE OFE Owner Furnished AVPro Edge Decoder	
OFE	Qty: 3	OFE OFE Owner Furnished AVPro Edge Encoders	
OFE	Qty: 1	OFE OFE Owner Furnished Aumox PoE Switch	
	Qty: 1	NETGEAR GSM4230UP 24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch (RECOMMENDED)	Unit Price: \$2,600.00 Ext Price: \$2,600.00
OFE	Qty: 1	OFE OFE Owner Furnished Crestron TS-1070-B-S Touch panel	
OFE	Qty: 1	OFE OFE Owner Furnished Crestron CEN-IO-RY-104	
OFE	Qty: 1	OFE OFE Owner Furnished Crestron AM3000WF	

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

OFE

Qty: 2

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

S216 (Large Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished SMART RX286 86" Smartboard

OFE

Qty: 1

OFE OFE
Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE
Owner Furnished Epson ELPLM08 Projector Lense

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE
Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron CP4N Controller

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE
Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP
24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00
Ext Price: \$2,600.00

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron AM3000WF

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 2

OFE OFE
Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE
Owner Furnished 6' Cat6 Patch Cables

S220 (Large Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished SMART RX286 86" Smartboard

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lense

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CP4N Controller

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Decoder

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron AM3000WF

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE
Owner Furnished Pluggable USB-C 4k 6'Cable

OFE

Qty: 2

OFE OFE
Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S204 (Large Classroom)

OFE

Qty: 2

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CP4N Controller

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Decoder

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron AM3000WF

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Catchbox PLU-PRO-1CB-1WC-1CL-1DC-C

OFE

Qty: 1

OFE OFE
Owner Furnished Catchbox ACC-MT Catchbox Hub Wall Mount

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE
Owner Furnished Pluggable USB-C 4k 6'Cable

OFE

Qty: 2

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S117 (Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoder

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Pluggable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S126 (Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Pluggable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 1

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S206 (Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Pluggable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished) Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Pluggable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protector

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S217 (Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch (RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Pluggable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protector

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S219 (Classroom)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Pluggable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S121 (LAB)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge
protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S124 (LAB)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch (RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE
Owner Furnished 6' Cat6 Patch Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE
Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE
Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE
Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP
24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE
Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S311 (LAB)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE
Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE
Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE
Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP
24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE
Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE
Owner Furnished 6' Cat6 Patch Cables

S310 (LAB)

OFE

Qty: 1

OFE OFE
Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE
Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE
Owner Furnished AvPro Edge AC-MXNET-SW10 10 port
Network Switch

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE
Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP
24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00
Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE
Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S317 (LAB)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: **\$2,600.00**

Ext Price: **\$2,600.00**

OFE

Qty: 2

OFE OFE

Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE

Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE

Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE

Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE

Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE

Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE

Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

S320 (LAB)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson EB-PU1007W Projector

OFE

Qty: 1

OFE OFE

Owner Furnished Epson ELPLM08 Projector Lenses

OFE

Qty: 1

OFE OFE

Owner Furnished Plugable UD-3900PDH USB-C Hub

OFE

Qty: 1

OFE OFE

Owner Furnished AvPro Edge AC-MXNET-SW10 10 port Network Switch

OFE

Qty: 1

OFE OFE

Owner Furnished Crestron CEN-IO-RY-104

OFE

Qty: 1

OFE OFE

Owner Furnished Aumox PoE Switch



Qty: 1

NETGEAR GSM4230UP

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch
(RECOMMENDED)

Unit Price: \$2,600.00

Ext Price: \$2,600.00

OFE

Qty: 2

OFE OFE
Owner Furnished AVPro Edge Decoders

OFE

Qty: 3

OFE OFE
Owner Furnished AVPro Edge Encoders

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron TS-1070-B-S Touch panel

OFE

Qty: 1

OFE OFE
Owner Furnished Epson DC-21 Document Camera

OFE

Qty: 1

OFE OFE
Owner Furnished Crestron DM-NAX-AMP-X300 Amplifier

OFE

Qty: 3

OFE OFE
Owner Furnished 3' HDMI Cables

OFE

Qty: 3

OFE OFE
Owner Furnished 6' HDMI Cables

OFE

Qty: 1

OFE OFE
Owner Furnished Cables to Go CG-52036

OFE

Qty: 1

OFE OFE
Owner Furnished Plugable USB-C 4k 6'Cable

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-215 Network Surge protectors

OFE

Qty: 1

OFE OFE
Owner Furnished MidAtlantic RLNK-P915R-SP Network Surge protector

OFE

Qty: 12

OFE OFE

Owner Furnished 6' Cat6 Patch Cables

F217 (Nursing)

OFE

Qty: 4

OFE OFE

Owner Furnished Samsung BE65T-H 65" BET Series

Commercial TV

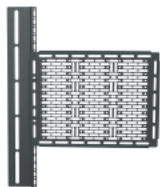
OFE

Qty: 4

OFE OFE

Owner Furnished Chief LCM1U Fusion® Large Flat Panel

Ceiling Mounts White



Qty: 4

CHIEF CSMP9X12

Proximity Component Storage Panel, Interface

Unit Price: **\$45.00**

Ext Price: **\$180.00**



Qty: 4

CHIEF CMA330

8 inch (203 mm) Offset Ceiling Plate

Unit Price: **\$60.00**

Ext Price: **\$240.00**



Qty: 4

CHIEF CMS0709

7-9' Adjustable Extension Column, Pole

Unit Price: **\$195.00**

Ext Price: **\$780.00**



Qty: 1

CRESTRON TS-1070-B-S

10.1 in. Tabletop Touch Screen, Black Smooth

Unit Price: **\$2,043.00**

Ext Price: **\$2,043.00**



Qty: 1

CRESTRON DMPS3-4K-150-C

3-Series 4K DigitalMedia Presentation System 150 Switcher and Control

Unit Price: **\$3,499.00**

Ext Price: **\$3,499.00**

OFE

Qty: 1

OFE OFE

Owner Furnished AV Pro Edge 18Gbps 2x10 HDBaseT

Distribution Amplifier SKU: AC-DA210-HDBT

OFE

Qty: 4

OFE OFE

Owner Furnished AV Pro Edge 70M 18Gbps HDBaseT
Receiver and Scaler SKU: AC-EX70-SC2-R



Qty: 1

Project Labor

Project Labor

Unit Price: \$935.00**Ext Price: \$935.00**

Qty: 1

WINDY CITY WIRE CAT6SP-BLK

23 AWG 4 Pair Bare Copper, Shielded Plenum Category 6
Black Jacket

Unit Price: \$947.00**Ext Price: \$947.00**

Qty: 10

Windy City Wire SEN-111S08080054H34

C6 Shielded Plug W/ Load Bar

Unit Price: \$3.15**Ext Price: \$31.50**

Qty: 1

IAV MISC-HRD

Misc. Cables, Connectors, Hardware and Unistrut Above
Ceiling

Unit Price: \$375.00**Ext Price: \$375.00**

F218 (Nursing)

OFE

Qty: 6

OFE OFE

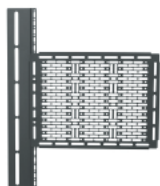
Owner Furnished Samsung BE65T-H 65" BET Series
Commercial TV

OFE

Qty: 6

OFE OFE

Owner Furnished Chief LCM1U Fusion® Large Flat Panel
Ceiling Mounts White



Qty: 6

CHIEF CSMP9X12

Proximity Component Storage Panel, Interface

Unit Price: \$45.00**Ext Price: \$270.00**

Qty: 6

CHIEF CMA330

8 inch (203 mm) Offset Ceiling Plate

Unit Price: \$60.00**Ext Price: \$360.00**



Qty: 6 **CHIEF CMS0709**
7-9' Adjustable Extension Column, Pole

Unit Price: **\$195.00**
Ext Price: **\$1,170.00**



Qty: 1 **CRESTRON TS-1070-B-S**
10.1 in. Tabletop Touch Screen, Black Smooth

Unit Price: **\$2,043.00**
Ext Price: **\$2,043.00**



Qty: 1 **CRESTRON DMPS3-4K-150-C**
3-Series 4K DigitalMedia Presentation System 150 Switcher
and Control

Unit Price: **\$3,499.00**
Ext Price: **\$3,499.00**

OFE

Qty: 1 **OFE OFE**
Owner Furnished AV Pro Edge 18Gbps 2x10 HDBaseT
Distribution Amplifier SKU: AC-DA210-HDBT

OFE

Qty: 6 **OFE OFE**
Owner Furnished AV Pro Edge 70M 18Gbps HDBaseT
Receiver and Scaler SKU: AC-EX70-SC2-R

I-AV

Qty: 1 **IAV MISC-HRD**
Misc. Cables, Connectors, Hardware and Unistrut Above
Ceiling

Unit Price: **\$375.00**
Ext Price: **\$375.00**

F141 (Nursing)

OFE

Qty: 1 **OFE OFE**
Owner Furnished Epson V11HA65920 EB-PU2113W Projector
(No Lens)

OFE

Qty: 1 **OFE OFE**
Owner Furnished Epson V12H004M08 ELPLM08 Middle throw
zoom lens #1 for ProL projectors

OFE

Qty: 1 **OFE OFE**
Owner Furnished DMPS-4K-350-C 3 Series Crestron

OFE

Qty: 1 **OFE OFE**
Owner Furnished TS-1070-B-S 10.1 Table Tap Touch Screen
Black Smooth

OFE

Qty: 1

OFE OFE

Owner Furnished Shure BLX14/PGA31Wireless Headset
System with PGA31 Headset SKU: BLX14/P31-H10



Qty: 1

WINDY CITY WIRE CAT6SP-BLK

23 AWG 4 Pair Bare Copper, Shielded Plenum Category 6
Black Jacket

Unit Price:

\$947.00

Ext Price:

\$947.00



Qty: 6

Windy City Wire SEN-111S08080054H34

C6 Shielded Plug W/ Load Bar

Unit Price:

\$3.15

Ext Price:

\$18.90

F231 (Nursing)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson V11HA65920 EB-PU2113W Projector
(No Lens)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson V12H004M08 ELPLM08 Middle throw
zoom lens #1 for ProL projectors

OFE

Qty: 1

OFE OFE

Owner Furnished DMPS-4K-350-C 3 Series Crestron

OFE

Qty: 1

OFE OFE

Owner Furnished TS-1070-B-S 10.1 Table Tap Touch Screen
Black Smooth

OFE

Qty: 1

OFE OFE

Owner Furnished Shure BLX14/PGA31Wireless Headset
System with PGA31 Headset SKU: BLX14/P31-H10

G105 (Nursing)

OFE

Qty: 1

OFE OFE

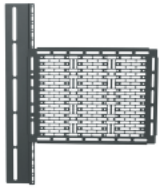
Owner Furnished Samsung QE85T 85-inch LED backlit LCD
display 4K

OFE

Qty: 1

OFE OFE

Owner Furnished Chief LTM1U Micro-Adjust tilt wall mount



Qty: 1

CHIEF CSMP9X12

Proximity Component Storage Panel, Interface

Unit Price: **\$45.00**Ext Price: **\$45.00**

Qty: 1

IAV SUN-BLT-ML-10-14

Material Lift 10'-14' for Overhead Handling, 650 lbs.

Unit Price: **\$325.00**Ext Price: **\$325.00**

Qty: 1

CRESTRON DM-RMC-4KZ-SCALER-C

DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver and Room Controller with Scaler

Unit Price: **\$1,238.00**Ext Price: **\$1,238.00**

Qty: 1

IAV IAV-AMZ

Brush Wall Plate - Single Gang Black Brush Plate Cable Pass Through Wall Plate

Unit Price: **\$12.00**Ext Price: **\$12.00**

Qty: 1

WINDY CITY WIRE CAT6SP-BLK

23 AWG 4 Pair Bare Copper, Shielded Plenum Category 6 Black Jacket

Unit Price: **\$947.00**Ext Price: **\$947.00**

Qty: 8

Windy City Wire SEN-111S08080054H34

C6 Shielded Plug W/ Load Bar

Unit Price: **\$3.15**Ext Price: **\$25.20**

Qty: 1

IAV IAV-CSTM-WP

Custom wall plate in anodized metal with engraving

Unit Price: **\$95.00**Ext Price: **\$95.00**

Qty: 1

IAV IAV-NOTES

Client needs to provide copy of uncompiled Crestron code.
Innovate-AV programming for this room only includes updating current code to add new display.

G106 (Nursing)



Qty: 1

OFE OFE

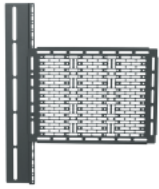
Owner Furnished Samsung QE85T 85-inch LED backlit LCD display 4K

OFE

Qty: 1

OFE OFE

Owner Furnished Chief LTM1U Micro-Adjust tilt wall mount



Qty: 1

CHIEF CSMP9X12

Proximity Component Storage Panel, Interface

Unit Price:

\$45.00

Ext Price:

\$45.00



Qty: 1

CRESTRON DM-RMC-4KZ-SCALER-C

DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver and Room
Controller with Scaler

Unit Price:

\$1,238.00

Ext Price:

\$1,238.00



Qty: 1

IAV IAV-CSTM-WP

Custom wall plate in anodized metal with engraving

Unit Price:

\$95.00

Ext Price:

\$95.00



Qty: 1

IAV IAV-NOTES

Client needs to provide copy of uncompiled Crestron code.
Innovate-AV programming for this room only includes updating
current code to add new display.

G101 (Nursing)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson V11HA65920 EB-PU2113W Projector
(No Lens)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson V12H004M08 ELPLM08 Middle throw
zoom lens #1 for ProL projectors

OFE

Qty: 1

OFE OFE

Owner Furnished DMPS-4K-350-C 3 Series Crestron

OFE

Qty: 1

OFE OFE

Owner Furnished TS-1070-B-S 10.1 Table Tap Touch Screen
Black Smooth

OFE

Qty: 1

OFE OFE

Owner Furnished Shure BLX14/PGA31Wireless Headset
System with PGA31 Headset SKU: BLX14/P31-H10

G201 (Nursing)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson V11HA65920 EB-PU2113W Projector
(No Lens)

OFE

Qty: 1

OFE OFE

Owner Furnished Epson V12H004M08 ELPLM08 Middle throw
zoom lens #1 for ProL projectors

OFE

Qty: 1

OFE OFE

Owner Furnished DMPS-4K-350-C 3 Series Crestron

OFE

Qty: 1

OFE OFE

Owner Furnished TS-1070-B-S 10.1 Table Tap Touch Screen
Black Smooth

OFE

Qty: 1

OFE OFE

Owner Furnished Shure BLX14/PGA31Wireless Headset
System with PGA31 Headset SKU: BLX14/P31-H10

E114 (Nursing)

OFE

Qty: 1

OFE OFE

Owner Furnished Samsung QE85T 85-inch LED backlit LCD
display 4K

OFE

Qty: 1

OFE OFE

Owner Furnished Chief LTM1U Micro-Adjust tilt wall mount

Misc. Hardware

I-AV

Qty: 1

IAV MISC-HRD-1

Hardware, Interconnect Cables, and Accessories

Unit Price: \$7,200.00

Ext Price: \$7,200.00



Qty: 6

MIDDLE ATLANTIC HW100

10-32 Rackscrew Trim-Head - 100 Piece

Accessory

Unit Price: \$39.50

Ext Price: \$237.00



Qty: 1

CYBERPOWER OR1500LCDRM1U

LCD UPS Series, 1500 VA / 900 W, 6 × NEMA 5-15R, 17.05W x 1.75H x 15.60D

****Accessory******Unit Price: \$641.00****Ext Price: \$641.00**

Qty: 1

MIDDLE ATLANTIC PD-915R

Rackmount Power, 9 Outlet, 15A, Surge

****Accessory******Unit Price: \$143.00****Ext Price: \$143.00**

Qty: 8

MIDDLE ATLANTIC LBP-1A

Rear Lace Bar - Pack

****Accessory******Unit Price: \$41.00****Ext Price: \$328.00**

Qty: 8

IAV IAV-AMZ-JH-25

1 5/16" Heavy Duty Metal Cable & Wire Support Batwing J-Hook Hangers with Bat Wing Clip

****Accessory******Unit Price: \$74.00****Ext Price: \$592.00**

Qty: 60

IAV IAV-4K-HDMI-1M

4K Certified Premium HDMI Cable 1M (3.3 ft.) with GripTek

****Accessory******Unit Price: \$14.50****Ext Price: \$870.00**

Qty: 18

IAV IAV-DP-HDMI-ADP

4K DisplayPort to HDMI Adapter

****Accessory******Unit Price: \$17.50****Ext Price: \$315.00**

Qty: 60

IAV IAV-4K-HDMI-2M

4K Certified HDMI Cable 2M (6.5 ft.)

****Accessory******Unit Price: \$21.50****Ext Price: \$1,290.00**

Qty: 24

LEGRAND CG27151

3 ft Cat6 Snagless Unshielded UTP Ethernet Network Patch Cable - Black

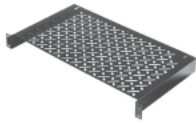
****Accessory******Unit Price: \$3.75****Ext Price: \$90.00**

Qty: 24

LEGRAND CG31342

5 ft Cat6 Snagless Unshielded UTP Ethernet Network Patch Cable - Black

****Accessory******Unit Price: \$4.50****Ext Price: \$108.00**



Qty: 48

MIDDLE ATLANTIC UTR1
1U rack utility shelf

****Accessory****

Unit Price: \$39.50

Ext Price: \$1,896.00



Qty: 60

MIDDLE ATLANTIC EB1
1 RU Blank Rack Panel, Steel & Flanged

****Accessory****

Unit Price: \$10.50

Ext Price: \$630.00

Project Labor



Qty: 1

IAV IAV-TRVL-PD
Hotel and Per Diem

Unit Price: \$27,500.00

Ext Price: \$27,500.00



Qty: 1

Project Labor
Project Labor

Unit Price: \$244,325.00

Ext Price: \$244,325.00

Shipping



Qty: 1

IAV IAV-SHP
Shipping Inbound

Unit Price: \$3,395.00

Ext Price: \$3,395.00

Project Notes



Qty: 1

IAV IAV-NOTES
Project Completion Time Frame 40-44 Business Days with 4 Technicians



Qty: 1

IAV IAV-NOTES
Pricing in conjunction with TIPS contract #230901

Proposal Summary

Grand Total:	\$352,938.60
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Payment Schedule

50 Percent Deposit:	\$176,469.30
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Balance Net 30:	\$176,469.30
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Proposal Agreement

This proposal is valid for 15 days from the date listed above and contains propriety and confidential information of Innovate Audio Visual, Inc. and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal. **The prices set forth in this agreement are exclusive of any tariffs, duties, import/export taxes, or other governmental charges (collectively, "Tariffs") that may be imposed by any governmental authority. In the event that any such Tariffs become applicable or are increased during the term of this agreement, the Customer shall be responsible for the payment of such charges.** The Supplier reserves the right to adjust pricing accordingly to reflect any such increased costs. In keeping with the Terms of Payment listed in this proposal, project costs and pricing are dependent upon a continual flow of work without interruption or delays imposed by Innovate Audio Visual, Inc., their staff, construction, other building trades or any other party, and additional costs may be incurred by owner from Innovate Audio Visual, Inc. if such delays result in additional costs that are not covered by the pricing in this proposal, Owner agrees that a change order for additional labor and storage fees may apply. Innovate Audio Visual Inc. will provide owner a proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by owner and Innovate Audio Visual, Inc. Responsibility of Others - Unless otherwise noted in the proposal, the Owner shall be responsible for all network and electrical work such as but not limited to AC power, conduit systems, and outlet boxes. All finishes will be supplied as standard manufacturer's finish. All other work necessary to the completion of the project and not specifically defined in the proposal as being furnished by Innovate Audio Visual, Inc. shall be the responsibility of the Owner. Payment- Payment terms have been provided and it is understood that payment will be made according to agreed upon terms. Innovate Audio Visual, Inc. reserves the right to file a lien against the Owner's property if the Owner fails to make complete payment. The full balance shall become due on default of payment with the Owner paying all reasonable legal fees and costs of collection. Upon default, Innovate Audio Visual, Inc. shall have the right to retake the goods, hold or dispose of them and collect expenses together with any deficiency due from the Owner, but subject to the Owner's right to redeem pursuant to the law. Warranty - Innovate Audio Visual, Inc. guarantees all equipment (with the exception of existing and/or Owner provided equipment and wiring) and workmanship provided under this Agreement to be free of defects for a period of 90 Days from the date of final acceptance. Innovate Audio Visual, Inc. will repair or replace, at its option, any defective equipment and will correct any defective workmanship during normal business hours while the warranty is in effect at no cost to the Owner. This warranty does not apply in case of abuse, misuse, neglect, acts of nature, or readjustment of system settings when they have been changed by anyone other than Innovate Audio Visual, Inc. The owner does have the option to purchase an extended Service Level Agreement with Innovate Audio Visual, Inc. for a term of 1, 2 or 3 years. This SLA can be quoted separately or with this current proposal.

Notwithstanding anything to the contrary contained in this proposal, the pricing set forth herein is based on current costs from our manufacturers and suppliers as of the date of this proposal. In the event our manufacturers or suppliers increase the cost of goods, materials, or other necessary components prior to purchasing such items, we reserve the right to adjust the pricing accordingly to reflect our increased costs. We will communicate any such price adjustments, in writing, which shall become effective upon notice to you.

Signature

Date

TIPS VENDOR AGREEMENT

TIPS RFP 230901 Audio Visual Equipment, Supplies, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

INNOVATE AUDIO VISUAL, INC.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own 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. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor 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.

Safety Measures: Vendor 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. Vendor shall post warning signs against all hazards created by the 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.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

11/15/2023

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230901 Audio Visual Equipment, Supplies, and Services

Vendor Name: **INNOVATE AUDIO VISUAL, INC.**

Vendor Address: **3460 FAIRLANE FARMS ROAD, SUITE 13**

City: **WELLINGTON** State: **FL** Zip Code: **33414**

Vendor Authorized Signatory Name: **JC LAUCIRICA**

Vendor Authorized Signatory Title: **PRESIDENT**

Vendor Authorized Signatory Phone: **561-249-1117**


Vendor Authorized Signatory Email: **SALES@INNOVATE-AV.COM**

Vendor Authorized Signature:  Date: **10/03/2024**

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: **Dr. Fitts**

TIPS Authorized Signatory Title: **Executive Director**

TIPS Authorized Signature:  Date: **11/15/2023**



230901

INNOVATE AUDIO VISUAL, INC.

Supplier Response

Event Information

Number: 230901

Title: Audio Visual Equipment, Supplies, and Services

Type: Request for Proposal

Issue Date: 9/7/2023

Deadline: 10/20/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200904 AUDIO VISUAL EQUIPMENT, SUPPLIES, AND SERVICES ("200904") OR 220704 AUDIO VISUAL EQUIPMENT, SUPPLIES, AND SERVICES ("220704") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR AUDIO-VISUAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200904 AND/OR 220704

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200904 OR 220704 WHICH COVERS ALL OF YOUR AUDIO-VISUAL OFFERINGS AND YOU ARE SATISFIED WITH IT,

**THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO
HOLD BOTH CONTRACTS.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

INNOVATE AUDIO VISUAL, INC. Information

Contact: JC Laucirica
Address: 3460 FAIRLANE FARMS RD STE 13
WELLINGTON, FL 33414
Phone: (561) 249-1117
Email: sales@innovate-av.com
Web Address: WWW.INNOVATE-AV.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

JC LAUCIRICA

Signature

Submitted at 10/3/2023 01:34:40 PM (CT)

sales@innovate-av.com

Email

Requested Attachments

Vendor Agreement

_230901 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

TIPS Vendor Agreement Signed
10-3-2023.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

230901 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230901 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

230901 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230901 Required Confidentiality
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9

Innovate-AV W-9 Form Signed 10-
3-23.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	<div><div>Disadvantaged/Minority/Women Business & Federal HUBZone</div><div><p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p><p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p><div>NO</div></div></div>
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2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Innovate Audio Visual, Inc. has over 20 years of experience in the commercial AV market place. We design systems that are EASY to manage and use. We assist our clients in delivering a high impact solution while remaining conscious of budgets and architectural surroundings and are here to walk you through the process of your project to make sure your vision becomes a reality delivering a state of the art AV solution. We can easily customize any AV design to meet your needs and deliver a high impact solution: • Conference rooms • Classrooms • Control Systems • VideoConferencing • Training rooms • Video walls • Sound masking • Digital signage • Web-conferencing • Background music & paging sound systems Innovate-AV is always looking at the latest cutting edge products to help enhance the AV experience for our clientele. From wireless presentation systems to web-conferencing solutions, we are always trying new products to see how they can help solve problems or enhance solutions

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

JC LAUCIRICA

7 Primary Contact Title

Primary Contact Title

PRESIDENT

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

sales@innovate-av.com

9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="5612491117"/>
10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5612025543"/>
12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="CHARLES FARRELL"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="DIRECTOR OF PURCHASING"/>
14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="CHARLES@INNOVATE-AV.COM"/>
15	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="3059289782"/>
16	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="3059289782"/>

1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input style="width: 90%;" type="text" value="AMY FIORILLO"/>
1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input style="width: 90%;" type="text" value="AMY@INNOVATE-AV.COM"/>
2 0	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="5612491117"/>
2 1	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input style="width: 90%;" type="text" value="CHARLES FARRELL"/>
2 2	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input style="width: 90%;" type="text" value="CHARLES@INNOVATE-AV.COM"/>
2 3	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 90%;" type="text" value="5612491117"/>
2 4	Company Website Company Website (Format - www.company.com) <input style="width: 90%;" type="text" value="WWW.INNOVATE-AV.COM"/>
2 5	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input style="width: 90%;" type="text" value="No response"/>
2 6	Primary Address Primary Address <input style="width: 90%;" type="text" value="3460 FAIRLANE FARMS ROAD, SUITE 13"/>
2 7	Primary Address City Primary Address City <input style="width: 90%;" type="text" value="WELLINGTON"/>

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

FL.

29

Primary Address Zip

Primary Address Zip

33414

30

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

AJA AKG AKAI ALESIS AMX DENON PRO ALLEN HEATH ANCHOR AUDIO ATLAS SOUND ATLONA ATTERO
TECH AUDIX AVER AVFI FURNITURE BARCO BIAMP BOSE BSS C2G CAD AUDIO CAMBRIDGE CHIEF
CLEARONE COMPREHENSIVE CONTEMPORARY RESEARCH COVID CRESTRON CROWN DALITE DAS AUDIO
DBX DVDO ELMO EPSON Projectors EPIPHAN EV FSR FULCRUM FURMAN HALL RESEARCH JBL HUDDLECAM
BROADFIELD INNOVOX KLIPSCH LG Commercial Displays LIBERTY WIRE & CABLE LOWELL MAGEWELL
MARSHALL ELECTRONICS MERSIVE SOLSTICE MIDDLE ATLANTIC MUSTANG NEC NEWLINE PANASONIC POLY
POWERSOFT PRESONUS PRIMEVIEW PTZO BROADFIELD RANE RDL SALAMANDER SHURE SMART
TECHNOLOGIES SOUND CONTROL SOUNDCRAFT SOUNDTUBE SPECTRUM FURNITURE STEWART AUDIO
TANNOY TVONE VADDIO VIVITEK WOLVISION BENQ EXTRON HUDDLY JABRA LUXUL PLANAR PRIMEVIEW
GLOBAL SENNHEISER SONY PRO VIGILLINK QSC

31

Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32

Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

WELLINGTON

33

Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

FLORIDA

34

Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

7

3
5**Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3
6**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4
0**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4
1**TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2**TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 **TIPS Member Access to Vendor Proposal & Documentation**

3 **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 **Non-Collusive Bidding Certificate**

4 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor 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 Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid 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.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4
7**Required Confidentiality Claim Form****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4
8**Non-Discrimination Statement and Certification****This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify4
9**Limitation of Vendor Indemnification and Similar Clauses****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree

50

Alternative Dispute Resolution Limitations**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees

52

Payment Terms and Funding Out Clause**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60

Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

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Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

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Regulatory Good Standing Certification - Explanation - Continued

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

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Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. 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 the prospective lower tier participant 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, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall 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 department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6
7**Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor 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.

Does Vendor certify?

Yes, Vendor certifies

6
8**Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

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Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2**Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3**Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 vendor agree?

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7**2 CFR Part 200 or Federal Provision - Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 8 2 CFR Part 200 or Federal Provision - Clean Air Act

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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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0**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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1**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2**2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; (2) 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.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

8 7 2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 8 2 CFR Part 200 or Federal Provision - 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 FR 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."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with 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 state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) 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.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

92

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

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3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (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;
- (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 ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

☒ Yes, Vendor certifies

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: INNOVATE AUDIO VISUAL, INC.Vendor Authorized Signatory Name: JC LauciricaVendor Authorized Signatory Title: PresidentVendor Authorized Signatory Email: sales@innovate-av.comVendor Address: 3460 Fairlane Farms Road, Suite 13City: WellingtonState: FLZip Code: 33414

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS Musco Lighting (the "Contractor") having a principal place of business at 100 1st Ave W, P.O. Box 808, Oskaloosa, IA USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Softball Bull Pen Lighting Upgrade to be provided in accordance with the Contractor's Proposal dated 4/30/2025 [Based on Proposal # 243111] attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Ball Fields at 3209 Virginia Ave, Fort Pierce, FL 34982
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, or 6/3/2025 and will terminate on 7/3/2025; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Twenty Five Thousand Nine Hundred Two and No/100 (\$25,902.00) and under no circumstances whatsoever shall the fee exceed, Twenty Five Thousand Nine Hundred Two and No/100 (\$25,902.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and
 - b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
 - c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and

- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute: Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy

of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Musco Lighting
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:

Dr. Timothy Moore, President

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

Quote

Date: April 30th, 2025

Project: Indian River Softball Bull Pen Lighting

Expiration date: December 1st, 2025

Winter Garden, FL

To: Patrick Morningstar

Musco Project Number: 243111

Quotation Price

The fee for services rendered per the below scope of work is **\$25,902.00** Plus applicable sales tax****

Scope of Service

Musco proposes the following service:

Indian River Softball Bull Pen Lighting

We are pleased to provide you with this quote for the Softball Bull Pen Lighting upgrade.

Includes

Removal of existing (2) Musco LED fixtures on pole B2 and replaced with (2) new LED fixtures that have a wider beam pattern to light up the Bull Pen on the Softball.

These (2) new LED fixtures will be installed 20' higher than the current fixtures. All mounting hardware will be provided for this installation.

Power to these new LED fixtures will come out of the upper handhole running in flex conduit to the crossarm.

Install a new longer pole harness for these 2 new LED Fixtures on pole B2.

Fine tune as needed and test for 100% burn after installation is completed.

Equipment and labor as required

Excludes

Permitting, permitting fees or charges

Any work not explicitly stated in this proposal

Payment Terms: Signed Purchase Order Required

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Licenses and Permits

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

If you have any questions regarding the quotation, please call me at the number listed below.

Sincerely,



Gene Fynaardt

Sales Representative

Musco Lighting

Office: 641-673-2682

Cell: 641-660-8581

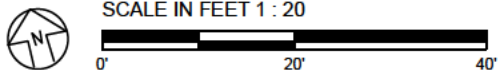
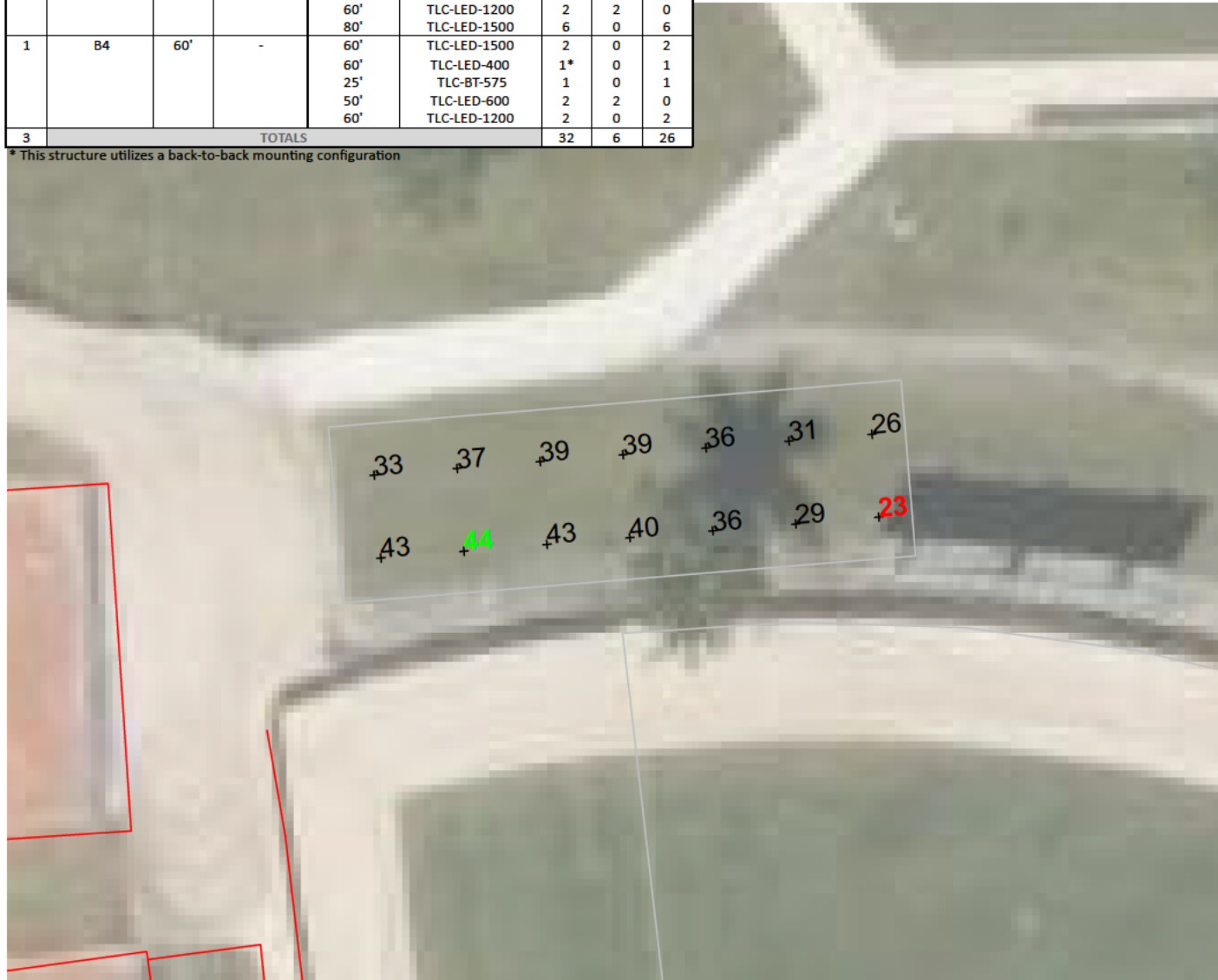
Email: gene.fynaardt@musco.com



EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	B1	80'	-	80'	TLC-LED-1200	3	0	3
				25'	TLC-BT-575	1	0	1
				40'	TLC-LED-1200	2	2	0
				80'	TLC-LED-1500	6	0	6
1	B2	80'	-	80'	TLC-LED-1200	3	0	3
				25'	TLC-BT-575	1	0	1
				60'	TLC-LED-1200	2	2	0
				80'	TLC-LED-1500	6	0	6
1	B4	60'	-	60'	TLC-LED-1500	2	0	2
				60'	TLC-LED-400	1*	0	1
				25'	TLC-BT-575	1	0	1
				50'	TLC-LED-600	2	2	0
				60'	TLC-LED-1200	2	0	2
3	TOTALS					32	6	26

* This structure utilizes a back-to-back mounting configuration



ENGINEERED DESIGN By: K.Wesely · File #243111A · 28-Feb-25

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

Indian River Softball Bull Pen

Fort Pierce,FL

GRID SUMMARY

Name: Softball BP
Spacing: 10.0' x 10.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 35.56

Maximum: 44
Minimum: 23
Avg / Min: 1.57
Max / Min: 1.94

UG (adjacent pts): 1.31
CU: 0.07
No. of Points: 14

LUMINAIRE INFORMATION

Applied Circuits: D
No. of Luminaires: 6
Total Load: 5 84 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



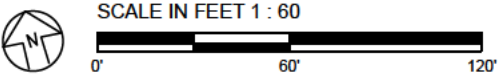
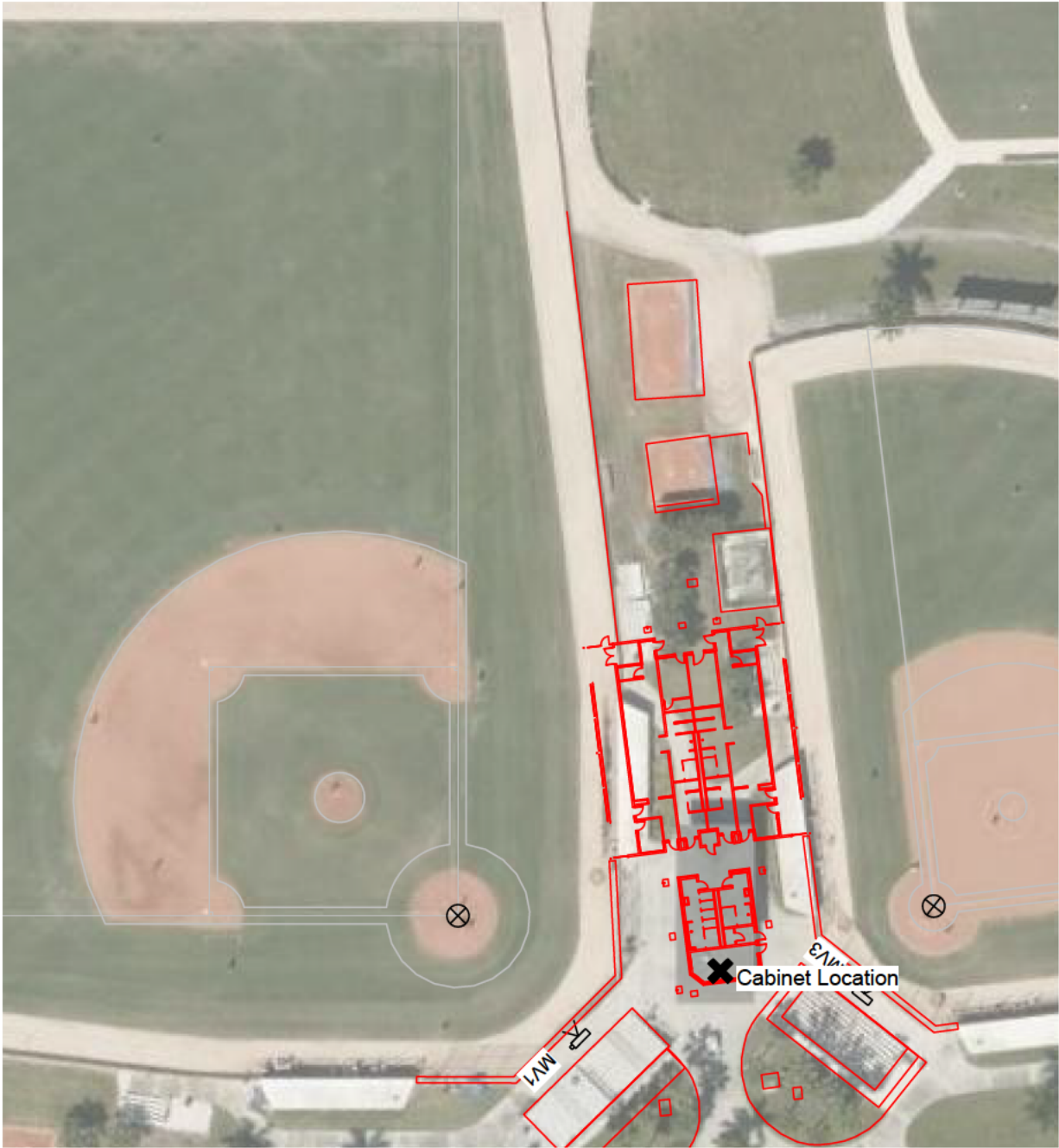
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ILLUMINATION SUMMARY

Indian River Softball Bull Pen

Fort Pierce,FL

Video System Equipment				
Type	Field ID	Pole ID	Name	Location (X, Y, Z)
Cabinet	Pop = Yes		Cabinet Location	95.0, -20.0, 4.0
Camera	Softball	MV3	Backstop Adapter	-25.0, -25.0, 12.0
Camera	Softball	MV4	12' Fiberglass Pole	127.8, 168.0, 12.0
Camera	Baseball	MV1	Backstop Adapter	-40.0, -40.0, 12.0
Camera	Baseball	MV2	12' Fiberglass Pole	251.0, 321.3, 12.0



ⓧ Camera location dimensions are relative to 0,0 reference point(s)



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INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS PAUL JACQUIN AND SONS INC., (the "Contractor") having a principal place of business at P.O. BOX 4343, Fort Pierce, FL 34948 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC Main Campus KSU Room 112 Upgrades to be provided in accordance with the Contractor's Proposal dated 3/17/2025 [Based on Proposal] IRSC Main Campus KSU Room 112 Renovation attached hereto and marked as Exhibit A, RFQu#24/25-03 Continuing Contracts for Construction Management Services-Minor Projects, awarded on November 1st, 2024, Or Exhibit B. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: IRSC Massey Campus KSU 112 at 3209 Virginia Ave, Fort Pierce FL, 34981
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, or 6/23/2025 and will terminate on 7/31/2025; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Twenty One Thousand Eight Hundred Fourteen and No/100 (\$21,814.00) and under no circumstances whatsoever shall the fee exceed, Twenty One Thousand Eight Hundred Fourteen and No/100 (\$21,814.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the

Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Cole Singley, Project Manager

Printed Name and Title

cole.singley@pjsi.com

Email Address

772-618-5255

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Paul Jacquin and Sons Inc

Contractor/Vendor/Supplier Name

Chris D. Singley

Signature

Chris D. Singley, Vice President

Name and Title

PO BOX 4343

Address

Fort Pierce, FL 34948

City, State, Zip

59-1640441

Unique Entity ID (sam.gov) or Tax ID

June 18, 2025

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Nichole Rummo

Administrator's Signature

Nichole Rummo, Project Manager

Name and Title

Indian River State College, Capital Planning, Projects, and Facilities

College/Department

6/18/25

Date

APPROVED BY:

Dr. Timothy Moore, President

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**



Established. 1940

Commercial | Industrial | Residential

Project: IRSC Main Campus KSU Room 112 Renovation

Qualifications and Clarifications

No contract documents provided.

Allowances are sums of money established for a particular item of work which scope and description are not sufficiently defined in the design documents to allow for pricing by Jacquin. The following Allowances as identified in this estimate are inclusive of all labor, payroll taxes and insurance, materials, sales and use tax, equipment, services, general requirements, insurance, and fee all as required for a complete installation. The Allowances included in this estimate are as stated herein/or as indicated on the estimate spreadsheets.

Allowances:

All items except for the flooring are allowances.

1. The costs included in this proposal are specifically identified in this proposal.
2. Work to be completed Monday through Friday during normal business hours. No overtime or weekend work is included.
3. Existing electrical will be pulled back to the existing exterior wall.
4. Decorative light fixture will be removed and left for the owner. Ceiling tiles are provided to replace any with holes to match existing as close as possible.
5. Low voltage wiring will be removed from the counter back to the exterior wall or above the ceiling, but not back to the IDF.
6. Assistance from IRSC IT staff required for the data and phone removal.
7. Flooring is included as 664 sf Interface Textured Woodgrains, 25 cm x 1 m color Wash Wheat and 120 LF Roppe vinyl cove base 4”.
8. Paint is included as patch and paint only where the counter attaches to the wall. Painting of the entire room is not included. All work is isolated to room 112.



Established. 1940

Commercial | Industrial | Residential

**Continuing Services Contract Proposal
IRSC Main Campus KSU Room 112 Upgrades
March 17, 2025**

SCOPE OF WORK	REMARKS	PRICE
General Conditions		\$1,000
Demolition		\$3,000
Ceiling Tiles		\$500
Patch & Paint		\$1,500
Flooring LVT		\$6,400
Electrical		\$3,000
Subtotal Cost		\$15,400
Contingency		\$2,000
Subtotal		\$17,400
Construction Manager's Fee		\$1,740
Builders Risk Insurance	By Owner	\$0
Liability Insurance		\$174
Construction Phase Fee		\$2,500
Subtotal		\$21,814
Bond	No Bond since under the threshold	\$0
Grand Total		\$21,814



PURCHASING

3209 Virginia Avenue
Fort Pierce, FL 34981-5596
(772) 462-7357

Madysen Lee

Procurement Agent

October 22, 2024

Paul Jacquin & Sons, Inc.

Attn: James A. Taylor, Director of Development
7348 Commercial Circle
Ft. Pierce, FL. 34948
Phone: (772) 465-2475
Email: James.Taylor@PJSI.com

Re: Notice of Award, RFQu #24/25-03 Construction Management Continuing Services

Dear James,

Thank you for your proposal submitted in response to Indian River State College's Request for Qualifications #24/25-03 for Construction Management Continuing Services.

This letter serves as official notification that Indian River State College will partner with **Paul Jacquin & Sons, Inc.** on a continuing service contract.

These selections were made based on the college's needs as outlined in the original published solicitation documents. In the event that an agreement cannot be reached with any of the firms listed above, Indian River State College reserves the right to reopen discussions with additional respondents.

Our recommendations were presented to the District Board of Trustees and received approval during the October 22, 2024 meeting.

The terms and conditions stated in the original solicitation document, RFQ #24/25-03 are legally binding requirements of this award. In addition, a separate contract will follow for these services.

By accepting the Letter for Construction Management Services for projects valued at less than \$7,500,000, the awarded firms agree to the terms outlined in Indian River State College's Construction Agreement (Exhibit A) or the Independent Contractors Agreement (Exhibit B), as determined by the project. Purchase Orders (Exhibit C) will be issued on project approvals. Additionally, the firm is required to provide Certificate of Insurance with Indian River State College District Board of Trustees listed as an additional insured party.

The initial contract term will begin for one (1) year, commencing on November 1, 2024, and

concluding on October 31, 2025. If the college wishes to move forward with a renewal, an addendum to this award will be sent for each additional year. There are options for renewal for year two (2) November 1, 2025 – October 31, 2026 and year three (3) November 1, 2026 – October 31, 2027.

You are requested to acknowledge your acceptance of this Notice of Award in the space provided, returning a signed copy via email to Madyson Lee at mlee3@irsc.edu.

Paul Jacquin & Sons, Inc.

Approver:

BY: Chris D. Singler

Print Name: Chris D. Singler

Title: Vice President

Date: 10/23/24

Witness:

BY: [Signature]

Print Name: JAMES A. TAYLOR

Title: Director of Development

Date: 10/23/24

Indian River State College

Recommended By:

BY: [Signature]

Print Name: Tony Quinn

Title: AVP of Facilities

Date: 10/23/2024

Approved By:

BY: Edith Pacacha

Print Name: Edith Pacacha

Title: VP of Admin & Finance, CFO

Date: 10/29/2024



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS PAUL JACQUIN & SONS INC (the "Contractor") having a principal place of business at PO BOX 4343, Fort Pierce, FL 34948 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: IRSC MAIN CAMPUS Retaining Wall to be provided in accordance with the Contractor's Proposal, dated 7/11/2025 attached hereto and marked as Exhibit A and Scope of Work from Paver Overlays dated 06/20/2025 attached hereto marked as Exhibit B. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Indian River State College located at 3209 Virginia Avenue, Fort Pierce, FL 34981.
3. **Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Thirty Two Thousand Sixty Two and 00/100 dollars (\$32,062.00)** for digging, create a stable foundation, install a wall fully wrapped. Landscaping and plant installation included; and under no circumstances whatsoever shall the fee exceed, **Thirty Two Thousand Sixty Two and 00/100 dollars (\$32,062.00)**. The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such an invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits

an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent,

from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

PAUL JACQUIN & SONS INC |
Contractor/Vendor/Supplier Name

Signature

Name and Title

Address

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE**IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Administrator's Signature

Name and Title

College/Department

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

SINCE 1940

JACQUIN & SONS

CONSTRUCTION

Continuing Services Contract Proposal IRSC Main Campus Retaining Wall July 11, 2025

SCOPE OF WORK	REMARKS	PRICE
General Conditions		\$0
Decorative Retaining Wall		\$30,247
Subtotal Cost		\$30,247
Contingency		\$0
Subtotal		\$30,247
Construction Manager's Fee		\$1,512
Builders Risk Insurance	By Owner	\$0
Liability Insurance		\$303
Construction Phase Fee		\$0
Subtotal		\$32,062
Bond	No Bond since under the threshold	\$0
Grand Total		\$32,062

EXHIBIT A



Mailing Address

PO Box 4343
Fort Pierce, FL 34948

Contact

772-465-2475
www.pjsi.com
7348 Commercial Circle
Fort Pierce, FL 34951

Project: IRSC Main Campus Retaining Wall

Qualifications and Clarifications

1. The costs included in this proposal are specifically identified in this proposal.
2. Supervision of the work in the field is to be the responsibility of IRSC. Jacquin & Sons has not included any costs for supervision in this proposal.
3. Jacquin & Sons has not included any general conditions for this project, and none are to be provided.
4. Jacquin & Sons has not included any contingency for this project and any change orders to the contract will be the monetary responsibility of IRSC.

EXHIBIT B



Pool Decks – Driveways – Patios – Putting Greens
Pavers, Travertine, Marble, Porcelain, Old Chicago, Shellstone, Syn Turf
Office Location: 1185 Old Dixie Hwy A-4 Business Hours: Monday – Friday Phone #: 772.302.3703
Vero Beach, FL 32960 8am to 4pm

**IRSC – Main campus
3209 Virginia Ave
Fort Pierce, FL 34981**

6/20/2025

The following proposal is for a decorative retaining wall in front of the new signs.

Installation will consist in digging a 16" wide X 12" deep trench all around to pour a concrete footer with rebar integrated into the concrete to create a fully stable foundation. #5 rebar will be installed into every opening of every cinder block to help withstand any force towards the wall. Once the rebar has been installed concrete will be poured into every opening of the cinder block creating a solid reinforced wall

Wall will be fully wrapped in the split stone chosen by IRSC. Using x5 thin-set for the best hold.

The wall will be capped off with a selected 4x8 paver of choice. The paver will be angled at a 45-degree angle to prevent people from sitting on the wall. This will also be installed using x5 thin-set for the best hold

All materials and labor included

Material Selection: TBD

12"x16"Footer	\$	Included
Rebar installation	\$	Included
Wall installation	\$	Included
Split stone installation	\$	Included
4x8 cap on 45-degree angle	\$	Included
Clean up	\$	Included
Material delivery	\$	Included

Total Cost: \$ 30,247.05

Deposit 40%: \$

Balance Owed: \$

All labor and materials included.

40% Deposit due at signing / Remaining due upon completion.

Contracts/ estimates are valid for 30 days for substantial price changes are made by manufacturers.

Contractor/ Homeowner Acceptance

Date



Terms and Conditions

1. All materials are assessed from the plans furnished by customers or measurements furnished by Paver Overlays LLC. Should the actual square footage exceed that reflected in the plans, additional material and labor furnished shall be charged at the same rate per square foot as shown on reverse side.
2. Paver Overlays LLC is not responsible for damage to sidewalks, gas, electric, telephone, sprinkler lines, septic tanks, drain fields, or landscape and/ or sod.
3. Paver Overlays LLC does not accept responsibility for delays due to fires, floods, hurricanes, natural disasters, or other conditions or contingencies beyond its control, including unavailability of materials from manufacturers / suppliers.
4. This agreement shall constitute a binding Contract in accordance with the terms on the first page and the following conditions: the general conditions together with all the handwritten and printed material contained in this document from the complete Contract and there are not representations or warranties or conditions, expressed or implied, affecting this contract other than expressed herein.
5. Any dispute with respect to this Contract, its terms, conditions, and enforcement shall be governed by the law of the state of Florida and the Venue of any determination in a court of law shall be in Indian River County.
6. All material shall be the property of Paver Overlays LLC until final payment has been received and shall be subject to the Florida Mechanics Lien Law and Uniform Commercial Code. Customer hereby grants to seller a security interest in the material under the uniform Commercial Code. You may receive a "Notice to Owner" from Paver Overlays LLC or its suppliers.
7. All objects must be removed from the work area (i.e., furniture, pots/ planters, personal items, etc.) prior to the start of work. Paver Overlays LLC is not liable for any damage if removal is requested by the customer.
8. Natural Disasters, Heavy Commercial Vehicles, Moles, or Tree Roots is not covered under Paver Overlays LLC warranty.
9. All contractor, builder, and customer invoices are due within the 30 days from date of signed Contract. If the invoice is not paid when due, interest will accrue at the rate of 2% per month (24% per annum). If after due date(s) the account is placed in the hands of an attorney or collection agency, the customer should be liable for all cost of collection, including reasonable attorney's fees, whether said matter is brought to trial, proceedings including levy, execution, garnishment, or any appeal.
10. Please note that you may receive a " Notice To Owner" from Paver Overlays LLC, Subcontractor, sub-subcontractor, and its suppliers with 45 days of the first day of work sooner than 45 days of the first day of work or sooner than 45 days before the first day of work.



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, **INDIAN RIVER STATE COLLEGE** in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "**College**") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS STERIS Corporation (the "**Contractor**") having a principal place of business at 5960 Heisley Road, Mentor, Ohio 44060 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

- 1. Scope of Services.** The Contractor shall perform services as follows: Steris Service Maintenance to be provided in accordance with the Contractor's Proposal dated 3/11/2025 Based on Proposal # RSR039 attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
- 2. Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Indian River State College; 3209 Virginia Ave Fort Pierce, FL 34981. The contractor must obtain written approval from Dean of Science Anthony Dribben (adribben@irsc.edu) for the representative attending on behalf of the contractor when conducting the scope of services outlined in Section 1.
- 3. Term.** The provision of services under this Agreement shall commence on Full Execution of this Agreement, or 7/1/2025 and will terminate on 6/30/2026; The College shall extend this agreement up to four (4) additional One (1) year period(s) from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
- 4. Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Year 1: Twenty Two Thousand Eight Hundred Seventy Five and 57/100 (\$22,875.57) Year 2: Twenty Four Thousand Nineteen and 35/100 (\$24,019.35) Year 3: Twenty Five Thousand Two Hundred Twenty Two and 32/100 (\$25,220.32) Year 4: Twenty Six Thousand Two Hundred Twenty Nine and 13/100 (\$26,229.13) and Year 5: Twenty Seven Thousand Sixteen and No/100 (\$27,016.00) and under no circumstances whatsoever shall the fee exceed, One Hundred Twenty Five Thousand Three Hundred Sixty and 37/100 (\$125,360.37) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
- 5. Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced

to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any third party claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, only to the extent found to have been caused by the negligent act, willful misconduct which arises directly or indirectly from any *negligent* act, willful misconduct or omission of the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance required herein Section 19 and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law, Employers Liability \$1,000,000.
- b. Comprehensive General Liability Insurance with limits of \$1,500,000 each occurrence, \$3,000,000 general aggregate and \$3,000,000 products completed operations aggregate and shall include bodily injury, property damage and contractual liability.

The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to General Liability insurance, such insurance shall (i) be primary; and non-contributory and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be included as an additional insured under CG2010 0704 and CG 2037 0704.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a

waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Intellectual Property. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Melanie Campbell, Sr. Inside Sales Representative

Printed Name and Title

Melanie_campbell@steris.com

Email Address

440-445-8301

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

STERIS CORPORATION

Contractor/Vendor/Supplier Name

X

Signature

Brad Sulecki, VP Equipment Sales and Service

Name and Title

5960 Heisley Road

Address

Mentor, Ohio 44060

City, State, Zip

34-1482024

Unique Entity ID (sam.gov) or Tax ID

July 7, 2025

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA**

RECOMMENDED BY:

Anthony B. Dribben

Administrator's Signature

Anthony B. Dribben, Dean of Science

Name and Title

School of Science / Biology

College/Department

7/14/2025

Date

APPROVED BY:

[Signature]
Authorized Designee of the Board of Trustees

Timothy E. Moore, President

Name and Title

14 July 2025

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

STERIS®



Exhibit A

Rev 25.0
RSR039

AGREEMENT	
QUOTED AGREEMENT #:	00011606/30
INVOICE TO:	28974 INDIAN RIVER STATE COLLEGE
ATTN:	3209 VIRGINIA AVE FORT PIERCE, Florida, 34981

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation
5960 Heisley Road
Mentor OH 44060

ATTN: Service Contracts Administration Department – Healthcare
PHONE: 1-800-333-8828 with Agreement Questions
FAX: 1-440-392-8932

Service Contracts Administration Department – Life Sciences
1-800-444-9009
1-440-350-7077

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: 5 YEAR PMA 07/01/2025 - 06/30/2030. 5% increase year 2, 5% increase year 3, 4% increase year 4 and 3% increase in year 5. Please return PO that references agreement number to melanie_campbell@steris.com

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Rev 25.0
RSR039

EQUIPMENT LISTING

QUOTED AGREEMENT #:
EQUIPMENT ADDRESS:
00011606/30
INDIAN RIVER STATE COLLEGE
2521 S 35TH ST
FORT PIERCE, Florida,

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
LAB 110 GRAV MAN VRT SLD	032101005	LAB BIOGN	SelectChoice Agreement	Total Care	\$ 7,625.19	\$ 7,625.19
SD CAB ELEC 208V		#209				
Start Date 07/01/2025	End Date	06/30/2026	No. of Annual Inspections	4		

No.of Items to be inspected: 1
Billing Frequency: Quarterly

Address Sub Total: \$ 7,625.19



EQUIPMENT LISTING

QUOTED AGREEMENT #:
EQUIPMENT ADDRESS:

00011606/30
INDIAN RIVER STATE COLLEGE
500 NW CALIFORNIA BLVD
PORT SAINT LUCIE, Florida,

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
LAB 250 GRAV ELEC VRT SLD SD CAB	032261213	#316	SelectChoice Agreement	Total Care	\$ 7,625.19	\$ 7,625.19
Start Date 07/01/2025	End Date 06/30/2026		No. of Annual Inspections 4			
LAB 110 GRAV ELEC SLD SD CAB	033191106	#316	SelectChoice Agreement	Total Care	\$ 7,625.19	\$ 7,625.19
Start Date 07/01/2025	End Date 06/30/2026		No. of Annual Inspections 4			

No.of items to be inspected: 2
Billing Frequency: Quarterly

Address Sub Total: \$ 15,250.38

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Rev 25.0
RSR039

First Year Price:	\$ 22,875.57
Second Year Price:	\$ 24,019.35
Third Year Price:	\$ 25,220.32
Fourth Year Price:	\$ 26,229.13
Fifth Year Price:	\$ 27,016.00
Total Agreement Price:	\$ 125,360.37

The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference.

STERIS Agreement #: 00011606/30

SUBSCRIBER

By: _____
Name: _____
Title: _____
Date: _____
PO #: _____

STERIS

By: 
Name: Derek Hawranko
Title: SR Manager of Inside Sales
Date: 07/08/2025



TOPIC: Paul Jacquin and Sons Inc. Change Order #005 for the IRSC Science Center, Building N – 3rd Floor Interior Renovations

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

Request approval for Change Order: C0#005 - IRSC Science Center, Building N 3rd Floor HVAC Upgrades & Interior Renovations:

- Supply & install (16) egg crate grilles for emergency exhaust air transfer
- Supply & install (2) fire dampers (Per RFI #20)
- Remove previously installed VAVs and replace with matching sheet metal ductwork Supply & Install new box at emergency exhaust fan due to rust/corrosion Replace (4) 24x24 backdraft dampers in ETR exhaust fans
- Additional exhaust ductwork per ASI#3 drawing
- Add (6) motorized control dampers
- Wiring at soffits, wiring at water fountains & circuit for hand dryers at restrooms Electrical changes per ASI#3R - Work listed in back up
- Electrical changes - Work listed in back up
- Overhead, BOND (\$6,502.11 & \$643.71)

ALTERNATIVE(S): Not approve

FOR CONTRACTS:

1. **TERM:** N/A
2. **FISCAL IMPACT:** \$72,166.92
3. **TERMINATION:** N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 7/23/25

BOARD ACTION:

DATE: 8/26/25



CHANGE ORDER FORM

Change Order No. 005 Contract ID No. 24U001 Architect's Project N° 7/15/25
 Vendor: JACQUIN & SONS, INC
 Vendor Address: P.O. Box 4343, FT. Pierce, FL 34948
 Project No./Name: IRSC Science Center, Bldg N-3rd Floor Interior Renovations

Change Order Proposal(s), dated 07/15/2025 are hereby being designated for approval of the following work:

This Change Order: CO#005 – IRSC Science Center, Building N 3rd Floor HVAC Upgrades & Interior Renovations

- Supply & install (16) egg crate grilles for emergency exhaust air transfer \$6,088.00
 - Supply & install (2) fire dampers (Per RFI #20) \$3,646.00
 - Remove previously installed VAVs and replace with matching sheet metal ductwork \$6,271.00
 - Supply & Install new box at emergency exhaust fan due to rust/corrosion \$3,635.00
 - Replace (4) 24x24 backdraft dampers in ETR exhaust fans \$4,225.00
 - Additional exhaust ductwork per ASI#3 drawing \$16,491.00
 - Add (6) motorized control dampers \$7,469.00
 - Wiring at soffits, wiring at water fountains & circuit for hand dryers at restrooms \$3,140.45
 - Electrical changes per ASI#3R - Work listed in back up \$8,852.44
 - Electrical changes - Work listed in back up \$5,203.21
 - Overhead, BOND \$7,154.82
- \$6,502.11 & \$643.71)

Total Increase.....\$72,166.92

This change order was originated by the Contractor ☒ , Architect/Engineer ☐ , IRSC ☐ , and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒ , a decrease ☐ , no change ☐ , of **\$72,166.92**.

The Time of Completion is extended _____ calendar days ☐ , is unchanged ☒ , is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 08/09/2025 (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	IRSC Science Center, Bldg N-3rd Floor HVAC Upgrades & Interior Renovations	77	\$ 7,481,511.00
Change Order #1	Replace 20 XVS Filtermate	0	\$ (17,500.00)
Change Order #2	HVAC Upgrades & Interior Renovations	0	\$95,937.00
Change Order #3	HVAC Upgrades & Interior Renovations	0	\$89,930.84
Change Order #4	Lighting, framing and wall	0	\$27,546.48
Change Order #5	Exhaust Equipment and Installation	0	\$72,166.92
Current Totals		77	\$7,749,592.24

ACCEPTED AND AGREED

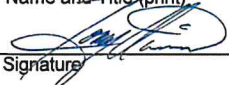
John F. Wright, AIA, LEEDap 7/21/25
 Name and Title (print) Architect - Spiezie Date

Signature 

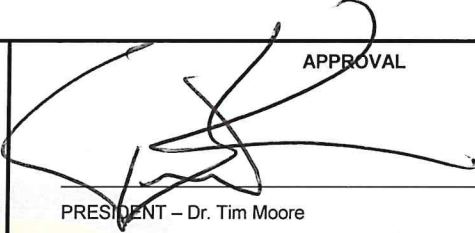
Paul Jacquin and Sons 7/16/2025
 Contractor (Name of Firm) Name and Title (print) Date

Cole Singley, Project Manager
 Signature 

Indian River State College - Employee 7/21/2025
 Recommending Change Order Approval Name and Title (print) Date

Tony Quinn - AVP of Facilities
 Signature 

This Change Order is not fully executed or enforceable until authorized signatories in the "Approval" section below have duly executed this form.

CONTRACT STATUS		APPROVAL	
Original Contract Value	\$ 7,481,511.00		DATE
Aggregate Previous Contract increases by CO/Amendment	\$195,914.32		
Aggregate Previous decreases by CO/Amend	\$ 17,500.00		
Value After Prior COs/Amend	\$ 7,677,425.24		
This CO/Amend		(Verification)	
Increases <input checked="" type="checkbox"/> Decreases <input type="checkbox"/>	\$ 72,166.92		
CURRENT CONTRACT VALUE	\$ 7,749,592.24		

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

CHANGE ORDER

AIA DOCUMENT G701

Distribution to: OWNER ☐

ARCHITECT ☒

CONTRACTOR ☐

FIELD ☐

OTHER ☐

SINCE 1940

JACQUIN & SONS
CONSTRUCTION

PROJECT:

IRSC Science Center, Building N 3rd Floor HVAC
Upgrades & Interior Renovations
3209 Virginia Avenue
Fort Pierce, FL 34981

CHANGE ORDER NUMBER: 5R

INITIATION DATE: 7/15/2025

ARCHITECT'S PROJECT NO: 240001

TO Contractor:

Paul Jacquin & Sons, Inc.
P.O. Box 4343
Fort Pierce, FL 34948

CONTRACT FOR:
General Construction

CONTRACT DATE: 12/10/2024

You are directed to make the following changes in this Contract:

1. Supply & install (16) egg crate grilles for emergency exhaust air transfer.	\$6,088.00
2. Supply & install (2) fire dampers (Per RFI #20)	\$3,646.00
3. Remove previously installed VAVs and replace with matching sheet metal ductwork.	\$6,271.00
4. Supply & Install new box at emergency exhaust fan due to rust/corrosion	\$3,635.00
5. Replace (4) 24x24 backdraft dampers in ETR exhaust fans.	\$4,225.00
6. Additional exhaust ductwork per ASI#3 drawing.	\$16,491.00
7. Add (6) motorized control dampers.	\$7,469.00
8. Wiring at soffits, wiring at water fountains & circuit for hand dryers at restrooms	\$3,140.45
9. Electrical changes per ASI#3R - Work listed in back up	\$8,852.44
10. Electrical changes - Work listed in back up	\$5,203.21
Subtotal	\$65,021.10
Overhead	\$6,502.11
Bond	\$643.71
Grand Total	\$72,166.92
Change Order Total	\$72,166.92

Not valid until signed by both the Owner and Architect.


Signature of the Contractor, indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	\$7,481,511.00
Net change by previously authorized Change Orders	\$195,914.32
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	\$7,677,425.32
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged)	\$72,166.92
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	\$7,749,592.24

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) by

The Date of Substantial Completion as of the date of this Change Order therefore is

0 Days
8/9/2025

Spiezle Group, Inc.	Paul Jacquin & Sons, Inc.	Indian River State College
<i>ARCHITECT</i>	<i>CONTRACTOR</i>	<i>OWNER</i>
2001 9th Anenue, Suite 308	P.O. Box 4343	3209 Virginia Avenue
Vero Beach, FL 32960	Fort Pierce, FL 34948	Fort Pierce, FL 34981
By: 	By: <i>Cole Singley</i>	By:
Date: 7/15/2025	Date: 7/15/2025	Date:



SUMMARY OF ITEM FOR
ACTION

TOPIC: Kimley Horn Professional Services Agreement for the Burn Building Condition Assessment

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

Request approval of the Kimley Horn Professional Services Agreement for the Burn Building Condition Assessment.

ALTERNATIVE(S): Not approve

FOR CONTRACTS:

1. **TERM:** N/A
2. **FISCAL IMPACT:** \$13,180.00
3. **TERMINATION:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 7/23/25

BOARD ACTION:

DATE: 8/26/25



July 10, 2025

Nichole Rummo
Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981

Re: Professional Services Agreement for the Burn Building
Condition Assessment
Indian River State College

Dear Ms. Rummo:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Indian River State College ("Client") for providing engineering services related to the Indian River State College's burn building at the property located at 3209 Virginia Avenue, Fort Pierce, FL 34981 (the "Property").

PROJECT UNDERSTANDING

Kimley-Horn understands that the Client noted that the burn tower ("Burn Tower") on Owner's public safety campus exhibited easily observable deficiencies as noted in the Owner's email dated July 8, 2025. The Client would like Kimley-Horn to review the existing conditions on site with an Owner's representative and provide a summary letter based on our observations.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – DOCUMENT REVIEW AND SITE INVESTIGATION

Kimley-Horn will review all pertinent as-built plans, maintenance records and other applicable documents related to the Burn Tower that are readily available and provided by the Client, or the facilities management team. The Client shall provide all pertinent plans, records, and documents to be used in connection with these services prior to scheduling the site investigation. Kimley-Horn takes no responsibility for any past reviews or analyses related to the Burn Tower by any third party.

Kimley-Horn shall conduct an on-site non-destructive visual assessment of the readily accessible systems at the Burn Tower. If needed, the Client shall hire a third-party contractor to provide and operate any lifts, scaffolding or other such equipment necessary for Kimley-Horn to access investigation areas. Kimley-Horn's field investigation team will include two (2) design professionals to complete TASK 1.

As a deliverable for TASK 1, Kimley-Horn will prepare a summary report based on our field observations. The report will include a written narrative supplemented with annotated photographs to illustrate and describe the readily observable conditions at the Burn Tower.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Independent Testing Lab Services
- Destructive Testing
- Boundary or Topographic Survey
- Geotechnical Services
- Exterior Evaluation using any type of Suspended Platforms.
- Preparation of a non-standard agreement for us in the contracting documents

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- ADA compliance evaluation
- Construction documents – plans and specifications
- Additional site visits
- Additional Meetings
- Agency Coordination
- Additional meetings not expressly described in each phase
- Exterior Evaluation using any type of Suspended Platforms
- Exterior Evaluation of building envelope using drones
- Causation Analysis
- Opinion of Probable Costs

RESPONSIBILITIES OF CLIENT

In addition to other responsibilities set out in this Agreement, the Client shall provide:

- All access equipment, ladders, scaffolding, swing stages, boom lifts if needed, including roof access.
- Escort for full duration of site visits if needed

SCHEDULE

We will provide our services as expeditiously as practical with a mutually agreed to schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in TASK 1 for the total lump sum labor fee below. All permitting, application, and similar project fees will be paid directly by the Client.

TASK #	DESCRIPTION	FEES STRUCTURE	VALUE
1	DOCUMENT REVIEW AND SITE INVESTIGATION	Lump Sum	\$13,180

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. Labor fee will be billed on an hourly basis according to Kimley-Horn's then-current rates. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Indian River State College.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Sara Battles, PE
Project Manager



Chirs Hollen, PE
Vice President

Indian River State College

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and

subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn

reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
 - 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- (20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



Facilities Committee Meeting Agenda Item #6
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Engage with DLR Group architectural firm for Planning & Design Services for the Campus Plan: Academic Plan, Utilization, and Campus Master Plan Update

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X ACTION/VOTE
 ___ INFORMATION
 ___ DISCUSSION

SUMMARY:

Board approval is requested to engage with architectural firm DLR Group, to complete the College-Wide Master Plan in accordance with Florida Statute 1013.31. This effort will evaluate existing facilities, project future needs, align with the College's academic goals, and support eligibility for capital outlay funding. The process will include robust data analysis and input from stakeholders across all campuses.

The proposed base fee is \$298,450 with the following optional services available:

- Mapping Survey – \$12,000
- Space Utilization Analysis – \$55,000
- Academic Planning – \$30,000
- Dining Amenity Analysis – \$10,000
- Campus Identity and Wayfinding – \$20,000
- Microsite – \$6,000
- Civil Engineering (storm retention, parking, infrastructure) – TBD
- Additional Campus Visits – TBD
- Renderings – TBD

The project is scheduled to begin in August 2025 and conclude by March 2026.

ALTERNATIVE(S): Not approve

FOR CONTRACTS:

1. **TERM:** 9/1/2025 to 6/30/2026
2. **FISCAL IMPACT:** \$298,450.00
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 7/24/25

BOARD ACTION:

DATE: 8/26/25



DLR Group inc.
a Florida corporation
301 East Pine Street, Suite 900
Orlando, FL 32801

July 24, 2025

Tony Quinn
Associate Vice President of Capital Planning, Projects, and Facilities
Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981-5596

Re: Planning & Design Services for the Campus Plan: Academic Plan, Utilization, and CMP Update

Dear Mr. Quinn:

On behalf of DLR Group and our design team, I am submitting to you this letter that outlines our design options as we move forward in the campus planning process.

SCOPE OF WORK UNDERSTANDING:

DLR Group's original proposal included services within a total fee of \$298,450. This scope includes project setup, analysis of IRSC's context, its physical spaces and buildings, infrastructure, and natural spaces; then development of campus concepts; synthesis of the final plan; and 10-year implementation strategies. From an engagement perspective, the core scope includes six campus visits during a six-month timeframe. (Schedule attached)

Here we provide a menu of services that IRSC may choose to include in the core scope. We understand that IRSC is thinking about the following issues and opportunities within the context of updating the campus plan:

- Enhancing college stakeholder engagement while focusing consultant on-campus time on Massey and Fort St. Lucie campuses,
- Diving into space utilization to best understand current use and future capacity thresholds,
- Defining academic drivers that will inform the plan's priority projects,
- Enhancing campus identity and wayfinding, and
- Creating student amenities that will keep students on campus beyond class hours to advance student success and support.

The following are additional services that IRSC may choose to include.

Mapping Survey **\$12,000.**

This interactive survey gives stakeholders the opportunity to identify and comment on various spaces on campus. It will be sent to all students, faculty, and staff, and can be open to community members as well. Key demographic info will be collected, allowing the team to understand how, for example, first-year students experience campus differently than 2nd/3rd/4th year or certificate-focused students. This survey is an efficient and effective way to engage stakeholders on all campuses, and the team will revisit the data during later project phases to better understand key constituent needs.

Deliverables:

- Presentation synthesizing results for each icon type, identifying major comment themes and key variations by demographic type.
- Raw data provided in GIS or as an exported spreadsheet

Space Utilization Analysis

\$55,000.

This service is recommended because it helps our team convey overall utilization patterns, pinpoint key space needs, and create renovation sequences that ensure operational continuity.

Analysis includes qualitative and quantitative factors. The team will calculate demand of key space types, identify opportunities for improved utilization of existing spaces in priority projects, and verify operational continuity of specialized space types within proposed project sequences.

- Provide space analysis for all academic space categories (100-600) for all spaces (leased and owned) included within the room inventory.
 - 100 - Classroom analysis by time, seat fill, room size
 - 210 - Instructional lab analysis by room, discipline, time
 - 220 – Open lab space will be quantified, mapped, and described by department. Utilization patterns will be assessed where data is available (from card swipes, etc.)
 - 250 – Research space will be quantified and described by department. Utilization patterns will be assessed where data is available (from grant expenditures / square foot)
 - 310-350 – Office space will be quantified and described at the department level (assuming that departmental assignment and station counts appear in the room inventory). Utilization patterns will be assessed where data is available (occupancy data, conference room reservations).
 - 400 – Study space patterns will be quantified, mapped, and described. Utilization patterns will be assessed where data is available (from study room reservation data, etc). Study spaces needs will also be assessed qualitatively. We understand the college’s desire to keep students on campus, and these spaces.
 - 500 – Specialized use space patterns will be quantified, mapped, and described.
 - 600 – General use space patterns will be quantified, mapped, and described. Utilization patterns will be assessed for space types 610 (assembly) and 680 (meeting room) where data is available. Dining spaces will be mapped and quantified, but detailed utilization would be an additional service (see Dining Amenity Analysis below).
- Space types 700-900 will be reviewed at a high level.
- Space needs analysis will be run in alignment with Florida Board metrics and standards.
- Key needs will be identified and included within priority projects and renovation sequencing logistics.

This service does not include space verification walkthroughs or inventory updates.

Deliverables:

- Space utilization analysis presentation
- Space needs assessment (FL standards)
- Narrative explaining how space utilization informed priority projects and capital project sequencing.

Academic Planning

\$30,000.

This service assesses program demand and instructional distribution across campuses to inform future academic locations and growth areas.

- Interview the provost and each dean to understand priorities and potential data sources
- Analyze student geographic patterns
 - Analyze where and when students are taking courses, especially students that split their time between different programs
 - Student home zip code by program; Compare student's geography to location where program is offered
- Analyze labor data to understand demand patterns within the county and region
- (If space utilization scope is approved) Identify facilities pinch points that might limit growth in specific programs such as nursing
- Present findings to the provost and/or academic working group (to be determined by the provost) in up to three meetings. (In person if they can occur on the same day as core services workshops or virtually otherwise.)

Deliverables:

- Analysis presentation
- Report chapter

Dining Amenity Analysis **\$10,000.**

This service would assess the capacity of dining amenities, quantify future capacity, and explore operational issues.

- Analyze meal plan card swipe data, if available, to understand time and location patterns
- Evaluate hours of operation for various dining locations and (if Space Utilization Analysis scope is approved) compare dining hours to the timing and intensity of on-campus instructional contact hours.
- To understand planning-level operational costs, the team will work with dining services to incorporate college data from the current operational model and vendors; however, the team will not research alternative vendors as part of this scope.

Campus Identity and Wayfinding **\$20,000.**

This service would assess existing the campus identity and wayfinding to determine if significant renaming or rebranding efforts should be explored. This effort will focus on inter-building and campus-scale needs, rather than navigation within buildings. Although this scope, cost estimating for implementation is not included in this scope.

- Campus walkthroughs (on all sites) to document current signage locations and wayfinding elements.
- Stakeholder engagement to understand areas of confusion, clarity, and identity.
- Investigation of alternatives and implications

Deliverables:

- Engagement and walkthrough synthesis presentation
- Priorities, alternatives and implications presentation

Microsite **\$6,000.**

With this service, the team will create and update a website for the duration of the planning engagement. This site can be used to communicate findings with college stakeholders generally and will also include a section, requiring sign-in, where Steering Committee members can view team presentations, report drafts, etc.

Deliverables:

- Microsite created during project startup and updated during the life of the project.

Civil Engineering/Storm Retention/Parking/Infrastructure

\$TBD.

DLR Group, in partnership with Miller Legg (Civil Engineers), has the ability to provide services in civil, landscape, storm retention, parking, and infrastructure analysis and design as needed to support the campus planning process and the needs of IRSC. As IRSC needs for analysis and design are identified, DLR Group will request specific services from Miller Legg for IRSC's approval before moving forward with work. A parking study for the Port St. Lucie Campus is anticipated and a fee proposal has been requested from Miller Legg at this time.

Additional Campus Visits

\$TBD

If additional in-person workshops or presentations outside of our core scope and timeline should arise, DLR Group will work with IRSC to determine the effort and personnel needed for any previously unforeseen events. This fee would be based on personnel travel time, on-campus hours, and any additional preparation time and materials for specific events.

Renderings

\$TBD.

During the final phase of the project, IRSC may request photorealistic building-oriented renderings to help visually communicate a project concept to potential donors or other stakeholders. Those efforts vary and will be separately scoped as additional services. Within the base scope, the team will create a 3D basemap as well as diagrammatic illustrations in perspective to communicate the footprint and massing updates to facilities within the campus plan.

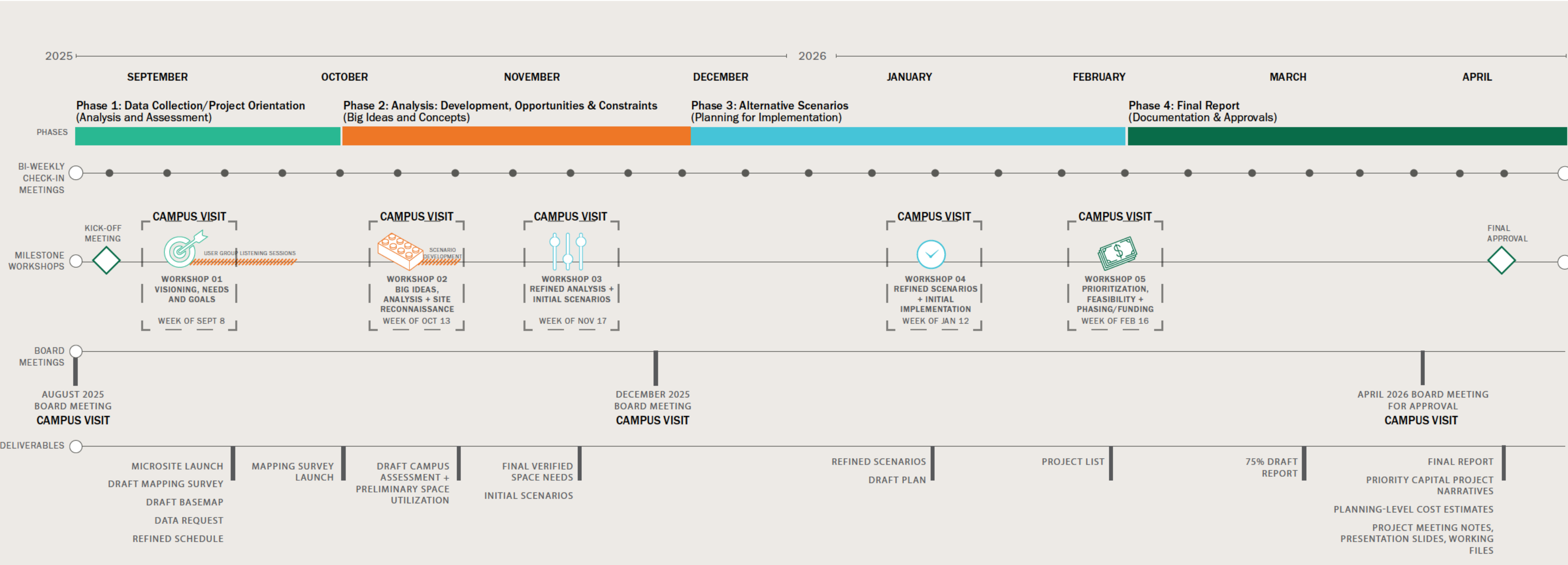
Sincerely,
DLR Group



Nicole Nichols, AIA
Principal-in-Charge

cc:
Maggie Dolan, Campus Planning Leader

Indian River State College Project Schedule | Master Plan





Facilities Committee Meeting Agenda Item #7
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Addendum #01 to the IRSC Facilities Lease Agreement with Senator Erin Grall

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: ☒ **ACTION/VOTE**
☐ **INFORMATION**
☐ **DISCUSSION**

SUMMARY:

Board approval is requested for Addendum #01 to the IRSC Facilities Lease Agreement with Senator Erin Grall.

ALTERNATIVE(S): Not approve

FOR CONTRACTS:

1. **TERM:** August 1, 2025 – November 7, 2028
2. **FISCAL IMPACT:** \$900.00 per month
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn

DATE: 7/24/25

BOARD ACTION:

DATE: 8/26/25



**ADDENDUM # 01
TO
IRSC FACILITIES LEASE AGREEMENT**

This Addendum # 001 is made to the Facilities Lease Agreement (the "**Original Agreement**"), effective Date of **December 5, 2024**, and Fully Executed on **January 28, 2025**, attached as Exhibit A, between **Indian River State College**, in State of FLORIDA (the "**College**"), and **Senator, Erin Grall ("Lessor")**.

WHEREAS the Parties desire to modify the contract terms of the Original Agreement.

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

1. **Section 1.6 - Premises**, revised to A-149, A-148, A-137 and A-133 Building A on Massey Campus.
2. **Section 4.1 – Rental** shall remain the same with an option to renew for up to Four (4) additional One (1) year period, with a termination date of **November 7, 2028**.
3. **Section 4.2 – Lessor Fee** is hereby amended from Four Hundred and No/100 Dollars (\$400.00) to **Nine Hundred and No/100 Dollars (\$900.00)** for the remainder of the lease term beginning Friday, August 1, 2025.
4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Facilities Lease Agreement between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party's signature.

Senator, Erin Grall

By: _____ Date: _____
Signature

Name and Title: _____

Indian River State College - RECOMMENDED BY:

By: _____ Date: _____
Signature

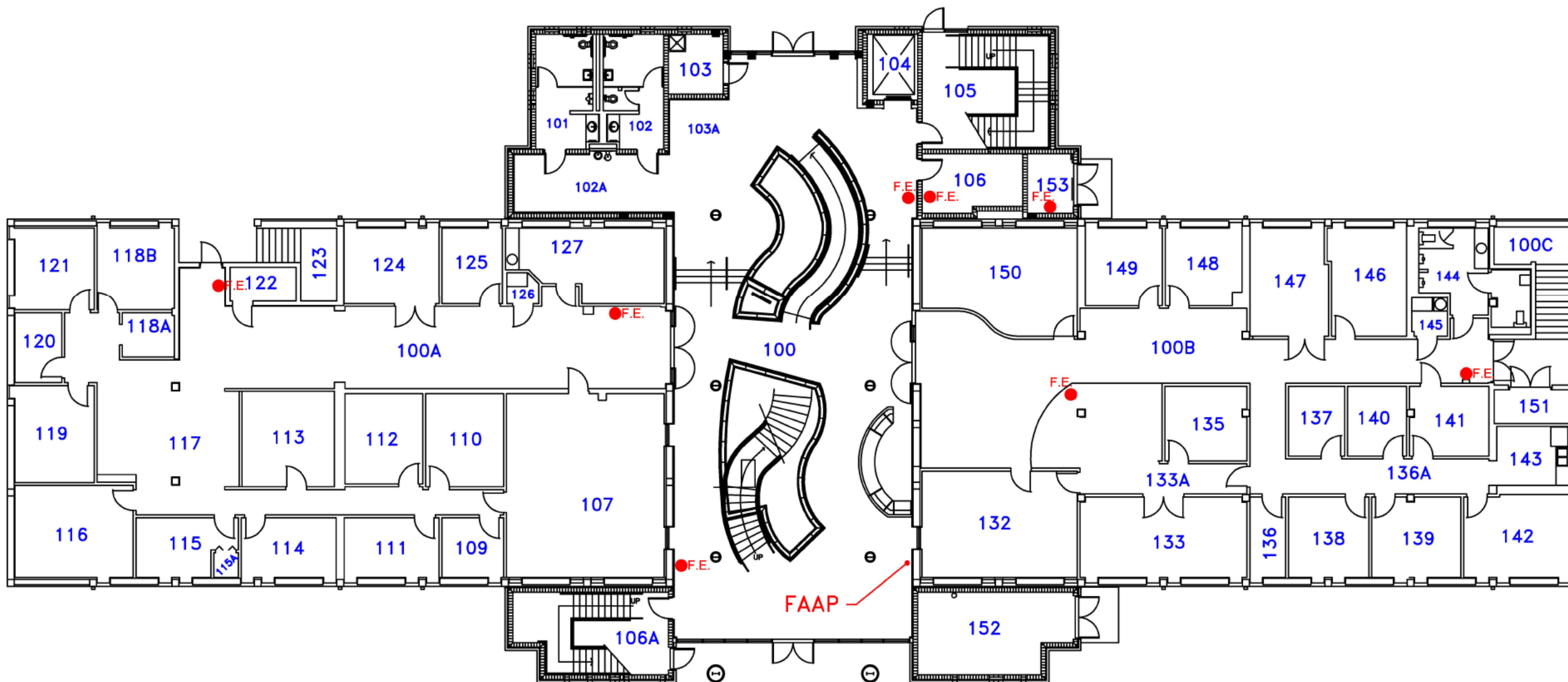
Name and Title: _____

Indian River State College - APPROVED BY:

By: _____ Date: _____
Signature

Name and Title: _____

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.



1st FLOOR

FORT PIERCE MAIN CAMPUS - SITE NO. 01

SCALE: 1"=25'

BUILDING	BUILDING LETTER	BUILDING NAME	SQUARE FEET	DESIGNATION
1	A	BRYAN ADMINISTRATION BUILDING	37,220	1-01-A

IRSC FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (Hereinafter referred to as “**Agreement**”), is made and entered into as of this 5th day of December 2024 (the “**Effective Date**”), by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE (“**Lessor**”) and Erin Grall (“**Lessee**”).

In consideration of the promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Lessor and Lessee covenant, warrant and agree as follows:

1. DEFINITIONS

- 1.1 “**Alterations**” means any alterations, additions, or improvements in or to the Premises.
- 1.2 “**Common Areas**” means the entrances, lobby, accessways, hallways, lavatories, stairways, elevator banks, other Building areas and the driveways, parking areas, and landscaped areas on the Premises that are designated for the nonexclusive common use of all Lessees of the Building and their invitees.
- 1.3 “**Hazardous Materials**” means any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).
- 1.4 “**Hazardous Materials Law**” means any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials, or other environmental conditions on, under, or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.
- 1.5 “**Laws**” means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities.
- 1.6 “**Premises**” means the real property described in Exhibit A, otherwise known as suites 133, 134 and 135 located in building A of the Massey Campus of Indian River State College.

2. PREMISES

- 2.1 Lessor hereby grants to Lessee (and its authorized agents and employees) the right and license to use the Premises owned by the Indian River State College (“IRSC”) and more particularly identified in in **Exhibit A** attached, subject to the terms and conditions herein contained, for the purposes and times set forth, and for no other event or purpose.
- 2.2 Except as otherwise provided herein, Lessee takes and accepts the Premises “as-is” and without any representations or warranties as to the ability to use the Premises for Lessee’s purpose.

3. USE OF PREMISES

- 3.1 Lessee acknowledges that use of the Premises is conditioned upon, and that no binding or enforceable agreement regarding use of the Premises shall exist until and unless: (a) Lessee has agreed to these terms and conditions; (b) Lessor has approved in writing; (c) Lessee has satisfied all insurance requirements set forth herein; and Lessee has paid the required deposit and any and all sums outlined in this Agreement. Lessee understands and acknowledges that Lessee shall only have access and use of the Premises during the time and date specified in this Agreement and approval of this Agreement by the Lessor does not grant Lessee a license to use any of Lessor’s other properties or improvements thereon.
- 3.2 **Common Areas:** Lessee (and its authorized agents and employees) shall have the nonexclusive right and license to use the Common Areas of the Premises. Except as may be otherwise provided expressly in this Agreement, Lessee shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, or any other non-common or nonpublic area of the Premises.
- 3.3 Lessee understands that the Premises occupy a portion of a building located on the Massey Campus of IRSC whose primary mission is to provide educational opportunities and a learning environment for its students. Lessee’s activities, functions and schedule shall acknowledge and accommodate IRSC’s primary mission. Lessee understands that IRSC is a public educational entity and subject to many statutes, rules and regulations that private enterprise is not subject to. Occupancy of Premises by Lessee could subject Lessee to certain public requirements, including application of Florida’s Public Records and Open Meeting laws.
- 3.4 Lessee shall comply with all building codes and other rules and requirements that Lessor is subject to. The Director of Facilities IRSC, or his/her authorized designee, shall have the authority and jurisdiction over the interpretation, review, and approvals of all codes – including but not limited to building, fire prevention, and life safety codes as prescribed by the laws of the State of Florida - related to the Premises.

- 3.5 Lessee shall not (a) use the Premises for any illegal purpose, nor for any purpose that is injurious to the health, safety and welfare of the public or that may jeopardize Lessee's (or Lessor's) insurance coverage of the Premises; or (b) create or permit any nuisance in or on the Premises.
- 3.6 **Compliance with Laws:** Lessee, at Lessee's sole cost and expense, shall comply with all Laws applicable to the Premises or the use or occupancy of the Premises, including any obligation to make Alterations in the Premises required as a condition of Lessee's occupancy. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy), then Lessee shall obtain and keep current such permit or license at Lessee's sole cost and expense and shall promptly deliver a copy thereof to Lessor. Nothing in this Section 3.6, however, shall permit Lessee to make, without Lessor's prior written approval, any Alterations to the Premises which otherwise would require Lessor's approval under this Agreement, and Lessee shall comply with all of the requirements of this Agreement in making any such Alterations.
- 3.7 **Hazardous Materials:** Lessee shall not cause or permit any Hazardous Materials, as defined by any federal, state or local law, to be generated, used, released, stored, or disposed of in or about the Premises, unless Lessee provides prior written notice to and acceptance by Lessor, subject to strict compliance with all local, state and federal laws and regulations. Lessee, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Lessee to conduct normal business operations in the Premises. From and after the Effective Date, Lessee shall indemnify and hold the Lessor Parties, harmless from and against any damage, injury, loss, liability, charge, demand, claim, cost or expense (including reasonable attorneys' fees and costs) based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Lessee or any Lessee Parties in or about the Premises. The terms of this Section 3.7 shall survive the expiration or earlier termination of this Agreement.
- 3.8 Lessee hereby covenants to Lessor that in the event that an employee of Lessee is involved in an accident or injured on campus, IRSC Campus Security will be notified and Security will file an accident/incident report. Lessee's insurance company will be responsible for filing any workman's compensation claims with their insurance carrier.

4. RENTAL

- 4.1 The term of this Agreement shall commence on **November 5, 2024 or Full Execution of this Agreement** and terminate on, **November 7, 2025** unless sooner terminated as hereinafter. With an option to renew for **Four (4)** additional **One (1) year periods** which would terminate this agreement on **November 7, 2028** and may be added upon mutual agreement of the Lessor and

Lessee. The Agreement renewal will be confirmed no less than sixty (60) days before the expiration of the first term of this Agreement. Additional renewal periods will be confirmed no less than sixty (60) days before the expiration of the additional renewal period.

- 4.2 Lessee agrees to pay Lessor, on or before the first business day of each month of the term of this Agreement, a monthly fee of **Four Hundred and No/100 Dollars (\$400.00)** based on an annual fee rate of **\$19.83** per square foot of office space (242 square feet), which includes assigned parking, utilities, phone, cable and internet, and custodial services as provided herein.
- 4.3 Lessee shall pay to Lessor promptly all rent, and all other charges as provided by this Agreement, as the same become due and payable without offset, deduction, notice or demand. If such sums are not paid on the first day of the month, Lessee shall pay to Lessor, as additional rent, a late charge of 5% of monthly rental amount. If any check delivered by Lessee to Lessor is dishonored, Lessee shall pay to Lessor a charge equal to the maximum amount lawfully charged for dishonored checks. Any payment made by a dishonored check shall be deemed to be late. Returned checks may not be redeemed by a personal check, but must be redeemed by cash, cashier's check, certified check or money order. All charges under this section shall be deemed to constitute additional rent due and payable upon notice from Lessor to Lessee, and Lessor shall have all the rights and remedies with respect thereto as Lessor has for the nonpayment of rent.
- 4.4 Lessor will install all locks and provide key access to the Premises. Lessee is responsible for notifying Lessor which employees are to have keys and collecting said keys from employees upon separation and/or termination of employment. Lessee shall not duplicate Lessor's keys. Keys from terminated/separated employees must be immediately returned to the Lessor. There will be a charge to the Lessee for any key replacement at a fee not to exceed twice the labor and materials of the replacement and/or rekeying effort.
- 4.5 Checks shall be made payable to IRSC and shall be forwarded to the attention of the Vice President of Financial Services, Indian River State College, 3209 Virginia Avenue, Ft. Pierce, Florida 34981.
- 4.6 Under no circumstances shall the Agreement be deemed to constitute, construe or imply to create the relationship of principal and agent, partnership, joint venture or other type of business relationship between the parties other than the relationship of Lessor/Lessee.

5. SECURITY DEPOSIT

- 5.1 As security for the full and faithful performance by Lessee of each and every one of its duties and obligations under this Agreement, Lessee agrees to deposit with Lessor, prior to occupancy, a security deposit in cash in an amount equal to

one month's rent **\$0**. Lessor shall place the security deposit in a non-interest-bearing account.

- 5.2 Upon default by Lessee of any of its obligations under this Agreement, not cured within fifteen (15) days of the date of such written notice of default, Lessor may use, apply or retain the whole or any part of the security deposit for the payment of any rent in default, or for any expenditure made by Lessor by reason of Lessee's default of any of Lessee's obligations of this Agreement. In the event Lessor uses, applies or retains the whole or part of Lessee's security deposit, Lessee shall pay to Lessor immediately such amount that will fulfill Lessee's obligation hereunder to maintain at all times a security deposit equal to one month's rental.
- 5.3 If upon the termination of this Agreement Lessee shall have kept all of its duties and obligations hereunder, Lessor shall return to Lessee all the security so deposited with Lessor.

6. UTILITIES

- 6.1 No Common Area Maintenance ("CAM") fees or utility bills will be assessed against the Lessee.
- 6.2 Heating, ventilating and air conditioning systems shall be kept operating, at settings comparable to the building in which the Premises are situated, by Lessor during normal business hours Monday through Friday.
- 6.3 Normal and reasonable custodial services shall be provided by the Lessor
- 6.4 Lessor shall provide a garbage receptacle and garbage pickup at the Lessor's expense. Lessor shall also provide a recycling receptacle for paper products, but it shall be the Lessee's responsibility to discard the materials in the appropriate recycling bin within the building in which the Premises are situated.
- 6.5 Lessor will provide hardwired data and phone lines.

7. CONSTRUCTION MAINTENANCE AND REPAIR

- 7.1 Lessor agrees to maintain and keep the Premises in good repair, exclusive of any repairs made necessary by the actions of the Lessee or Lessee's agents, employees or invitees.
- 7.2 Lessee shall report promptly in writing to Lessor all items that Lessee contends Lessor is under a duty to provide maintenance and repair.
- 7.3 Lessee shall not make improvements or alterations to the Premises without the prior express written consent of Lessor. Lessee shall submit construction plans

and specifications for all improvement or alterations to the Premises to the Lessor's Director of Facilities for review and approval within 30 days prior to performing and improvements or alterations. Lessee shall be subject to the Lessor's Building Permit and Building Inspection requirements as defined by the laws of the State of Florida and their interpretation by the Authority Having Jurisdiction.

- 7.4 The cost for any and all unauthorized repairs to equipment or property belonging to Lessor ordered by Lessee shall be borne solely by Lessee.
- 7.5 In the event that the Lessor's equipment or any other property belonging to Lessor is damaged or destroyed by Lessee (excluding ordinary wear and tear), Lessee at their sole expense, shall pay the replacement or repair costs.
- 7.6 Upon the expiration or termination of this Agreement, all improvements or additions, shall vest in and become property of Lessor. Lessee shall remove all of Lessee's personal property from the Premises on or before the expiration or termination of this Agreement. Lessee shall repair all damage to the Premises resulting from the removal of Lessee's personal property. Lessee agrees that all of Lessee's personal property in or on the Premises is located there at Lessee's risk and Lessor shall not be liable for any damage thereto or loss thereof including damages caused by the negligence of Lessor, its officers, directors, employees and/or agents.
- 7.7 Any property acquired by Lessee through Lessor or acquired by Lessor for the use of Lessee shall become and remains the property of Lessor and shall not be removed by Lessee from the Premises.

8. INSPECTION

- 8.1 Lessee shall permit Lessor, its agents and employees, without prior notice, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises and making any necessary repairs or alterations to electrical wiring, heating and cooling systems, or plumbing and other similar repairs and alterations.
- 8.2 In addition, Lessee agrees to a minimum of one (1) annual fire safety inspection to be performed by Lessor, IRSC Building Official, IRSC Fire Marshall, and SLC Fire Marshall as well as a minimum of two (2) safety and sanitation inspections by Lessor, IRSC Safety Manager, and IRSC Risk Manager, or their designees which will be scheduled by the appropriate individual.

9. INSURANCE/INDEMNIFICATION

- 9.1 **Commercial General Liability Insurance:** Lessee shall at all times during the term of this Agreement, at its own expense, procure and maintain a policy of Commercial General Liability insurance naming the Lessor as an additional insured. The Commercial General Liability insurance shall provide a combined

single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per claim for bodily injury or property damage.

- 9.2 **Workers' Compensation:** Lessee will maintain throughout the term of this Agreement statutory Worker's Compensation Insurance including employer's liability for all employees as required by applicable state and federal regulations.
- 9.3 Lessee shall submit a Certificate of Insurance on the aforementioned policies of such insurance with Lessor prior to occupancy of the Premises and on the policy renewal date each year thereafter.
- 9.4 Lessee is responsible for insuring at its sole expense its own property which may be brought upon the Premises, (if and when this occurs) and Lessee shall be responsible for insuring any of their property brought upon the Premises at any time. Lessee waives any claims and its respective related parties, for such loss or damage. The failure of the Lessee to insure its property shall not void this waiver. Lessor and its respective related parties shall not be liable for, and Lessee hereby waives all claims against such parties for business interruption and losses occasioned thereby sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the Premises from any causes whatsoever.
- 9.5 The Premises are to be used and enjoyed at the sole risk of Lessee. Except to the extent resulting from the gross negligence or willful misconduct of Lessor or any Lessor Party, Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by Lessee in the performance of any of its obligations under this Agreement ; (b) any injury or death to persons or damage to property occurring within or about the Premises; or (c) the use or occupancy of the Premises by Lessee, any Lessee Parties, or any person occupying the Premises through Lessee.

10. DESTRUCTION OR DAMAGE TO PREMISES

- 10.1 If the Premises are totally destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe, this Agreement shall terminate as of the date of such total destruction or untenable, with no obligation of Lessor to rebuild or provide other rental premises for Lessee. Any rental or other obligations accrued by or to the parties to this Agreement shall be accounted for between Lessor and Lessee as of the date when the Premises were destroyed or rendered untenable.
- 10.2 If the Premises are partially destroyed or rendered partially untenable by storm, fire earthquake, hurricane or other natural catastrophe, Lessee shall have the option to elect either to terminate this Agreement by written notice to

Lessor in accordance with Section 21 or to continue this Agreement in force with an appropriate abatement of rent and without obligation of Lessor to repair, restore or rebuild the Premises at any time, even if Lessee elects to continue this Agreement. The Premises shall be considered partially destroyed or rendered partially untenable when at least ten percent (10%) but less than one hundred percent (100%) of the Premises are destroyed or rendered untenable.

11. TRANSFER, SUBLETTING AND ASSIGNMENT

- 11.1 Lessee acknowledges that Lessee has no right to transfer, assign or sublet this Agreement, or any right or privilege of Lessee under this Agreement without prior, express, written consent of Lessor.
- 11.2 Any assignment or sublease that is not in compliance with this Section 11 shall be void. The acceptance of rental payments by Lessor from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such assignment or sublease by Lessor.

12. DEFAULT

- 12.1 If Lessee defaults in the payment of any monetary obligation identified herein to Lessor and remains in default for ten (10) calendar days after the date of service of notice of such default by Lessor on Lessee; or if Lessee defaults in the performance of any other covenant or provision of this Agreement required to be complied with by Lessee and remains in default for thirty (30) calendar days after the date of service of notice of such default by Lessor on Lessee, then, Lessor may at once terminate this Agreement by written notice to Lessee.
- 12.2 On the Agreement expiration date, Lessee shall quit and surrender the Premises to Lessor. The Premises shall be surrendered to Lessor vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Lessee shall remove all of Lessee's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Lessee, all Lessee-Owned Property, and all Alterations that Lessee is required to remove. Lessee shall repair any damage to the Premises, including any damage caused by such removal. If Lessee fails to repair any damage caused by the removal of any Alterations, Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor in making any repairs and replacements to the Premises. Any property (including Lessee-Owned Property) not removed by Lessee shall be deemed abandoned and, if Lessor so elects, deemed to be Lessor's property, and may be retained or removed and disposed of by Lessor in such manner as Lessor shall determine. Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor in effecting such removal and disposal. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

- 12.3 Upon such termination, Lessor may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Lessee. Lessor's failure to exercise its rights after one or more defaults of Lessee shall not be construed as a waiver of Lessor's rights upon any subsequent default.

13. TAXES

- 13.1 Lessor shall not be responsible for the payment of any taxes arising out of or connected with the use of the Premises under this Agreement.

14. EXTERIOR SIGNS

- 14.1 Lessee shall not install and operate signs or displays on the Premises, including the roof, exterior doors and exterior walls of the building in which the Premises are located, or in the windows of the Premises without the prior, express, written consent of Lessor.

15. FIXTURES AND PERSONAL PROPERTY

- 15.1 Lessee may install and operate in and on the Premises such fixtures and personal property as is required for Lessee's permitted use of the Premises, subject to the prior, express, written approval of Lessor.

16. TERMINATION AND NO HOLDING OVER

- 16.1 Lessee shall vacate the Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of the Premises by Lessee after termination of this Agreement, without the express written consent of Lessor, is not permissible and Lessee shall be required to vacate the Premises immediately without notice.
- 16.2 Lessee and Lessor each shall retain the option to terminate this Agreement at any time by giving sixty (60) days written notice of Lessee's or Lessor's intention to exercise such option to terminate.
- 16.3 Upon any such termination, Lessee shall surrender the Premises to Lessor and remove all personal property from the same and, without requiring legal action to be taken by Lessor, Lessor may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Lessee.
- 16.4 Lessee agrees to return the premises to the Lessor upon the expiration or termination of this Rental Agreement in as good condition and repair as when first received; normal wear and tear expected.

17. FORCE MAJEURE

17.1 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, PANDEMICS, OR QUARANTINES, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

17.2 The Impacted Party shall as soon as reasonably possible, give notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fourteen (14) days following written notice given by it under this Section 17, the other party may thereafter terminate this Agreement upon five (5) days' written notice.

18. RIGHTS CUMULATIVE

18.1 All rights, powers and privileges conferred by this Agreement shall be cumulative and not restrictive of those rights, powers and privileges conferred by law.

19. ATTORNEYS FEES

19.1 In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees from the loser through appellate proceedings, subject to the limitations of liability of IRSC under Florida law. Nothing herein shall constitute a waiver of sovereign immunity by IRSC. Venue for mitigation or litigation shall be St. Lucie County, Florida.

20. NO WAIVER

20.1 No failure of Lessor to exercise any right or power given to Lessor under this Agreement, or to insist upon strict compliance by Lessee with the provisions of this Agreement, and no custom or practice of Lessor or Lessee at variance with the provisions of this Agreement, nor acceptance by Lessor of rent or any other payments from any person other than Lessee, shall constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Agreement.

21. NOTICES

21.1 All notices and other communications, hereinafter collectively referred to as "notices", required by this Agreement to be secured from or given by either party to the other party shall be in writing and the original of said notice shall be delivered Either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail-Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address; or (c) sent by fax. If sent by United States Certified Main-Return Receipt Requested, the sender of the notice shall "show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is hand delivered, mailed, or so faxed shall be deemed the date of service of such notice. Any notice, so hand delivered, mailed, or faxed the text of which is reasonably calculated to apprise the recipient party of the substance thereof, shall be deemed sufficient under this Agreement. Both parties hereto, by proper notice, may at any time and any numbers of times designate a different address to which notices to said party shall be given.

To Lessor:

Erin Grall

3209 Virginia Avenue

Suite A149

Fort Pierce, Florida 34981

To Lessee:

VP of Administration & Finance, CFO

Indian River State College

3209 Virginia Avenue

Fort Pierce, Florida 34981

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the full, complete and entire agreement between Lessor and Lessee; no agent, employee, officer or representative of Lessor or Lessee has authority to make, or has made any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the covenants, terms and provisions

of this Agreement. No modification or amendment of this Agreement shall be binding unless such modification or amendment is in writing, signed by Lessor and Lessee, and by reference incorporated into this Agreement.

23. SEVERABILITY

- 23.1 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. DUPLICATE ORIGINALS, COUNTERPARTS

- 24.1 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to constitute but one and the same instrument. The exchange of signature pages by electronic transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties hereto transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.
- 24.2 Lessor and Lessee agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronic signatures, for all purposes of Agreement and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

25. GOVERNING LAW

- 25.1 The Laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Lessee consents to personal jurisdiction and venue in the state and judicial district in which the Building is located. The courts of the state where the Building is located shall have exclusive jurisdiction and Lessee hereby agrees to such exclusive jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed and delivered all as of the date hereof.

LESSOR

**DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE**

BY: [Signature]

DATE: 1/28/25

WITNESS: [Signature]

DATE: 1/28/25

WITNESS: Suzanne Parsons

DATE: 1/28/25

LESSEE

ERIN GRALL, AN INDIVIDUAL

BY: Erin K Grall

DATE: 12/5/24

WITNESS: [Signature]

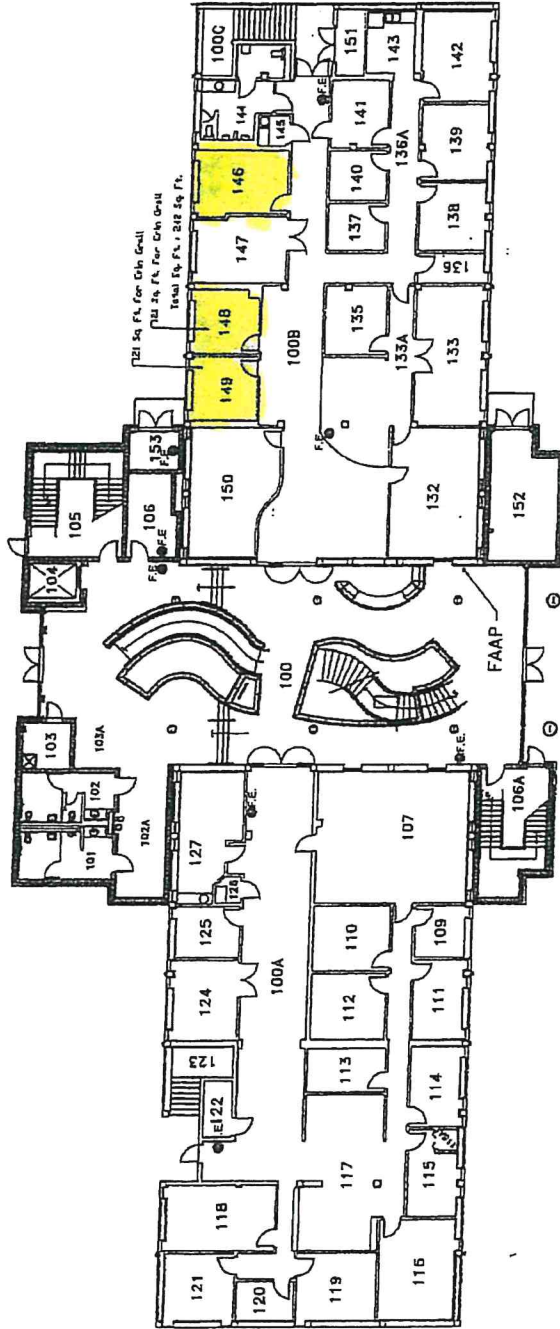
DATE: 12/5/24

WITNESS: _____

DATE: _____



Exhibit "A"



SCALE: 1"=25'

1st FLOOR

FORT PIERCE MAIN CAMPUS - SITE NO. 01

BUILDING	BUILDING LETTER	BUILDING NAME	SQUARE FEET	DESIGNATION
1	A	BRYAN ADMINISTRATION BUILDING	37,220	1-01-A



Facilities Committee Meeting Agenda Item #8
DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
INFORMATION**

TOPIC: 2024/25 Facilities, Procurement and Physical Plant Completed Project Updates

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: _____ **ACTION/VOTE**
 X _____ **INFORMATION**
 _____ **DISCUSSION**

SUMMARY:

The College's Facilities department is excited over 140 projects were completed during the 2024 – 2025 fiscal year (7/1/2024 to 6/30/2025), totaling \$20.53M.

- Replacement chillers on the Massey (2), Pruitt (2), Chastain, Blackburn, Prima-Vista
- Massey Science Center (N-Building) 3rd Floor remodel and renovations
- Replacement roofs on the Massey, Pruitt, Blackburn
- Demo and Landscaped the previous O-Building (Workforce Training Center) site
- Upgraded the college Network Operation Center (NOC) and added back-up generators
- Window replacements
- Boiler replacements
- Student Athletic weightroom upgrades
- Baseball/Softball Batting Cage remodel and scoreboard, netting and padding replacements
- Fire System upgrades
- Multiple student, staff and faculty remodels, renovations, repairs

Also of note, the Physical Plant department completed and/or closed 23,161 Service Tickets between 7/1/2024 and 6/30/2025.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Tony Quinn

DATE: 7/23/25

BOARD ACTION: None required

DATE: 8/26/25



Facilities Committee Meeting Agenda Item #9a-#9d
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Sale of surplus property owned by the District Board of Trustees

REGULAR AGENDA OR COMMITTEE: Facilities Committee

SUBMITTED FOR: X **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested to begin negotiations for the sale of surplus property based on the unsolicited letters of intent to purchase property received for properties located at:

- a. 2622 S 30th Street, Fort Pierce, FL 34981
- b. 3049 Old Edward Road, Fort Pierce, FL 34981
- c. 3063 & 3089 Old Edwards Road, Fort Pierce, FL 34981
- d. 2415 S 29th Street, Fort Pierce, FL 34981

ALTERNATIVE(S): Do not sell

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh

DATE: 7/23/25

BOARD ACTION:

DATE: 8/26/25

Date: July 17, 2025

To:

Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981

Re: Letter of Intent to Purchase Real Property Located at 2622 S 30th St, Fort Pierce, FL 34981

Dear Members of the Board,

This Letter of Intent ("LOI") sets forth the preliminary terms and conditions under which, Dr. Kevin Miller ("Buyer"), express his interest in purchasing the residential real property located at **2622 S 30th St, Fort Pierce, Florida 34981** (the "Property") from the **District Board of Trustees of Indian River State College** ("Seller").

1. Purchase Price

The proposed purchase price for the Property shall be **Three Hundred and Fifty Thousand Dollars (\$350,000.00)**. This offer price includes the Buyer paying for Title and covering the real estate commission payable to the agent representing the Seller.

2. Condition of the Property

The Buyer understands and agrees that the Property shall be purchased in its present "**AS-IS**" condition. The offered purchase price reflects the current state of the Property and the Buyer acknowledges that no repairs, replacements, or improvements will be made by the Seller prior to closing.

3. Due Diligence and Inspection

Upon execution of a formal Purchase and Sale Agreement, the Buyer shall be granted a reasonable period (to be agreed upon) to conduct all necessary inspections, including but not limited to structural, mechanical, electrical, plumbing, and environmental assessments.

4. Binding Effect

This Letter of Intent is non-binding and is intended solely as an expression of interest to initiate negotiations. A formal Purchase and Sale Agreement will be drafted and executed following mutual agreement to the final terms.

5. Confidentiality

Both parties agree to keep the terms of this Letter of Intent and any subsequent negotiations confidential to the extent permitted by law.

I appreciate your consideration of this proposal and look forward to the opportunity to work collaboratively toward a successful transaction. Please feel free to contact me at your earliest convenience to discuss next steps.

Sincerely,

Jason Yarborough



President | Owner

LYNQ Real Estate

Date: July 28, 2025

To:

Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981

Re: Letter of Intent to Purchase Real Property Located at 3049 Old Edwards Road, Fort Pierce, FL 34981

Dear Members of the Board,

This Letter of Intent ("LOI") sets forth the preliminary terms and conditions under which, David Cendejas ("Buyer"), express his interest in purchasing the residential real property located at **3049 Old Edwards Rd., Fort Pierce, Florida 34981** (the "Property") from the **District Board of Trustees of Indian River State College** ("Seller").

1. Purchase Price

The proposed purchase price for the Property shall be **One Hundred and Forty Thousand Dollars (\$140,000.00)**. This offer is based on the Property being sold in its current "AS-IS" condition. This Seller shall be responsible for paying for Title and covering the real estate commission payable to the agent representing the Seller.

2. Condition of the Property

The Buyer understands and agrees that the Property shall be purchased in its present "**AS-IS**" condition. The offered purchase price reflects the current state of the Property and the Buyer acknowledges that no repairs, replacements, or improvements will be made by the Seller prior to closing.

3. Due Diligence and Inspection

Upon execution of a formal Purchase and Sale Agreement, the Buyer shall be granted a reasonable period (to be agreed upon to conduct all necessary inspections, including but not limited to structural, mechanical, electrical, plumbing, and environmental assessments.

4. Binding Effect

This Letter of Intent is non-binding and is intended solely as an expression of interest to initiate negotiations. A formal Purchase and Sale Agreement will be drafted and executed following mutual agreement to the final terms.

5. Confidentiality

Both parties agree to keep the terms of this Letter of Intent and any subsequent negotiations confidential to the extent permitted by law.

I appreciate your consideration of this proposal and look forward to the opportunity to work collaboratively toward a successful transaction. Please feel free to contact me at your earliest convenience to discuss next steps.

Sincerely,

Jason Yarborough



President | Owner

LYNQ Real Estate

Date: July 25, 2025

To:

Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981

Re: Letter of Intent to Purchase Real Property Located at 3063 & 3089 Old Edwards Road, Fort Pierce, FL 34981

Dear Members of the Board,

This Letter of Intent ("LOI") sets forth the preliminary terms and conditions under which, Pixel Properties LLC ("Buyer"), express their interest in purchasing the residential real properties located at **3063 & 3089 Old Edwards Road, Fort Pierce, Florida 34981** (the "Property") from the **District Board of Trustees of Indian River State College** ("Seller").

1. Purchase Price

The proposed purchase price for the Properties shall be **Two Hundred and Twenty Five Thousand Dollars (\$225,000.00)**. This offer price includes the Buyer paying for Title and closing costs.

2. Condition of the Property

The Buyer understands and agrees that the Properties shall be purchased in its present "**AS-IS**" condition. The offered purchase price reflects the current state of the Properties and the Buyer acknowledges that no repairs, replacements, or improvements will be made by the Seller prior to closing.

3. Due Diligence and Inspection

Upon execution of a formal Purchase and Sale Agreement, the Buyer agrees that the inspection will be waived.

4. Binding Effect

This Letter of Intent is non-binding and is intended solely as an expression of interest to initiate negotiations. A formal Purchase and Sale Agreement will be drafted and executed following mutual agreement to the final terms.

5. Confidentiality

Both parties agree to keep the terms of this Letter of Intent and any subsequent negotiations confidential to the extent permitted by law.

I appreciate your consideration of this proposal and look forward to the opportunity to work collaboratively toward a successful transaction. Please feel free to contact me at your earliest convenience to discuss next steps.

Sincerely,

Jason Yarborough



President | Owner

LYNQ Real Estate



August 14, 2025

Dr. Michael Hageloh,
Executive VP of Strategic Initiatives
Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981-5596

RE: Consideration of Sale of 2415 South 29th Street Building
Former Early Childhood Center

Dear Dr. Hageloh:

We represent Legacy Preparatory Academy For Girls ("Legacy Prep"), a nonprofit, Fort Pierce-based school. Our client is seeking to purchase 2415 South 29th Street, the former Early Childhood Center building (the "Building") which is owned by Indian River State College ("IRSC"). We understand that the Building may presently be owned via the Indian River State College Foundation on behalf of IRSC.

Following our recent conversations regarding the purchase of the Building, we understand that the process requires a grant of authority by IRSC's Directors to allow further discussion and negotiation on this matter. We respectfully request that such authority be requested at the next scheduled IRSC Board meeting.

Our firm has previously worked with your office for the successful sale of 5900 Tedder Road to Synergy School of Tomorrow, another of our Fort Pierce clients. We believe that there is a great potential for a similar outcome for our current client, Legacy Prep regarding the 2415 South 29th Street property. Our capacity in the proposed transaction is as Financial Advisor to Legacy Prep. Our firm is not operating in the capacity of a Realtor or similar real estate professional. Our firm has also served as financial advisor to two additional early childhood campuses in Fort Pierce that are completing the successful acquisition and financing of new early childhood campuses. Both of those transaction will close during this month of August 2025. That very current experience and success gives us confidence that the 2415 South 29th Street building can also be similarly acquired and financed on an expedited basis.

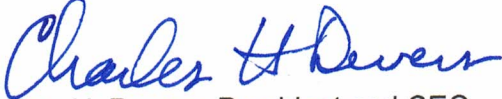
Based upon our recent conversations, we believe the IRSC Board will conclude that the requested sale of the Building to Legacy Prep meshes with the mission and vision of IRSC. Legacy Prep is a new Florida nonprofit school oriented to meet the needs of young girls facing significant life challenges. Those challenges can be addressed and overcome through appropriate education and training administered by the dedicated academic professionals associated with Legacy Prep. Further, the dual enrollment potential for these students via IRSC provides a pathway for success, both academically as well as in making sound life choices. Legacy Prep additionally anticipates appropriate approval and support from the St. Lucie County Board of Education to meet the needs of Legacy Prep's students.

Our belief is that the transaction will likely include a lease / purchase approach whereby the building can be occupied on a timely basis while the purchase process can be carried out on an orderly and timely basis. We further understand that there may be deferred maintenance issues, including a leaking roof, that can be timely addressed in a manner that preserves the building for the immediate benefit of IRSC while at the same time rendering the building fully suitable to meet the academic quality standards desired by Legacy Prep to best serve its student body.

Legacy Prep respectfully requests the appropriate IRSC Board grant authority to its administrative team to commence the process of developing and refining Legacy Prep's proposal to purchase 2415 South 29th Street on mutually acceptable terms that benefit both parties to the requested sale of the Building.

On behalf of Legacy Preparatory Academy For Girls, we are grateful for your consideration of our request.

Thank you,



Charles H. Devers, President and CEO
The Center For Institutional Finance LLC

CC: Ms. Brenda Washington,
Founder and Executive Director
Legacy Preparatory Academy For Girls, Inc.
Fort Pierce, Florida