



PARTICIPATING ADDENDUM BETWEEN BROWARD COUNTY AND GULF MATERIAL SALES, LLC, PURSUANT TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONTRACT SOURCE NO. DOT-ITB-25-2005-JB FOR ROAD WEATHER INFORMATION SYSTEMS AND RELATED SUPPLIES AND SERVICES

This Participating Addendum (the "Addendum") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Gulf Material Sales, LLC, a corporation authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties.")

RECITALS

A. On or around December 10, 2024, Florida Department of Transportation ("FDOT"), a State of Florida government agency, competitively procured Road Weather Information Systems equipment and software and executed Contract No. DOT-ITB-25-2005-JB, Road Weather Information Systems for FDOT RTMC, with Contractor (the "Contract"), attached hereto as **Exhibit A**.

B. Section 21.27 of the Broward County Procurement Code authorizes County to purchase goods or services under any procurement contract held by another governmental agency or nonprofit entity if (i) the Director of Purchasing determines the originating contract was competitively procured in accordance with generally accepted standards of public procurement; (ii) the originating contract expressly permits such purchasing, or the governmental agency or nonprofit entity that awarded the originating contract or the vendor who holds the originating contract (as applicable) allows County to purchase therefrom; and (iii) the terms and conditions offered to County by the vendor do not materially deviate from the terms and conditions of the originating contract.

C. The Purchasing Director has determined that the Contract was competitively procured in accordance with generally accepted standards of public procurement, and the Contractor has agreed to allow County to purchase therefrom. County desires to purchase equipment and related services for Environmental Monitoring and Weather Information Systems on Broward County roads from Contractor pursuant to the terms of the Contract, as modified and supplemented in nonmaterial part by the provisions in this Addendum.

D. The Contract is currently scheduled to expire on December 10, 2027.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

Except as expressly provided in this Addendum, all defined terms in the Contract shall have the meanings set forth therein when used in this Addendum. The following terms shall have the following meanings:

- 1.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 Board means the Board of County Commissioners of Broward County, Florida.
- 1.3 Contract Administrator means Climate Resilience Coordinator, Stefan Perritano, or such person as designated by same.
- 1.4 County, Customer, Department, State, State of Florida, or Eligible User mean Broward County for the purpose of this Addendum and all transactions between Contractor and County pursuant to the Contract and this Addendum. For clarity, any reference that is intended in context to refer to the purchasing entity, shall be deemed to refer to County for purposes of transactions under this Addendum.
- 1.5 Contract means the agreement executed by and between FDOT and the Contractor, including any amendments and exhibits to same upon written approval by the County's Director of Purchasing to incorporate the applicable amendment into this Addendum.
- 1.6 Purchasing Director means County's Director of Purchasing.
- 1.7 Subcontractor means an entity or individual providing goods and services to County through Contractor for all or any portion of the work under this Addendum.

2. EXHIBITS AND ORDER OF PRECEDENCE

2.1 Rights and Obligations of Parties. The Contract is incorporated in its entirety as if fully set forth herein. If there is a conflict or inconsistency between any provision contained in the Contract and any provision of this Addendum, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all rights and obligations between Contractor and FDOT stated in the Contract shall apply as between Contractor and County. There shall be no minimum dollar amount or product count under the Contract or this Addendum, and County's execution of this Addendum does not guarantee Orders (as hereinafter defined) will be placed by County, and County's election not to issue an Order or Orders shall not be deemed a breach of the Contract or this Addendum.

2.2 The following exhibits are attached hereto and incorporated into this Addendum:

Exhibit A	Contract
Exhibit B	Minimum Insurance Requirements
Exhibit C	Security Requirements

3. COUNTY'S PURCHASE OF GOODS AND SERVICES

3.1 County Purchase of Goods and Services. Contractor agrees to provide County such items as County may, from time to time, order from Contractor based on the products and pricing available under the Contract. Such orders may be made by issuing a purchase order referencing this Addendum or any other purchase document as County may determine appropriate; in all such events, the terms of this Addendum shall be automatically incorporated in the applicable purchase order or other purchasing document. County may request a quotation from Contractor for any goods or services; if County elects to proceed with the purchase after receipt of the quotation, the goods and services and pricing stated in the quotation request and Contractor's response shall be the applicable scope and pricing, provided that any additional terms or conditions stated in Contractor's quotation (other than identifying the subject goods and services and applicable pricing) shall be invalid and void; and this Addendum shall prevail in the event of any conflict between such documents and the terms and conditions of this Addendum. The County's Purchasing Director is authorized to execute such documents on behalf of County, subject to the applicable not-to-exceed amounts set forth in this Addendum.

3.2 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Addendum. Unless expressly stated otherwise in this Addendum or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Addendum in connection with the day-to-day management of this Addendum. The Contract Administrator may approve in writing minor modifications to any order or purchase under this Addendum that do not increase the total cost to County or waive any rights of County. Any other modifications, including change orders, that increase the cost to County must be approved by the Purchasing Director or by the Board.

4. TERM

4.1 Term. The Addendum shall be effective as of the date of complete execution (the "Effective Date") and shall be coterminous with the Contract, but in no event shall the duration of this Addendum extend beyond three (3) years after the Effective Date or beyond the termination of the Contract, whichever comes first.

4.2 Fiscal Year. The continuation of this Addendum beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

5. COMPENSATION AND METHOD OF PAYMENT

5.1 For the duration of the Addendum, County shall pay Contractor for goods and services in accordance with the Contract.

5.2 Maximum Amounts. For all goods and services provided by Contractor under this Addendum during the Term, County will pay Contractor up to a maximum amount as follows:

<u>Goods & Services</u>	<u>Not-To-Exceed Amount</u>
Environmental Monitoring equipment and related products	\$1,250,000
Services (technical support, software, data solutions, and telemetry)	\$250,000

Payment shall be made only for goods and services actually provided pursuant to this Addendum at the pricing set forth in the Contract or the ordering document issued by County, whichever is less, which amount shall be accepted by Contractor as full compensation for all such goods and services. Contractor acknowledges that those amounts and the not-to-exceed amount set forth above are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for goods and services under this Addendum. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to provide all goods and services ordered by County.

5.3 Invoices. Contractor shall submit invoices only for goods and services ordered by County and actually provided by Contractor. Contractor may offer additional discounts for the duration of the Addendum. Contractor shall only submit invoices monthly in arrears, which invoices must, at a minimum, designate the nature of the goods provided and services performed, including a line item itemizing the quantities and amount charged for each type of goods or services provided.

5.4 Method of Billing and Payment. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the County Code of Ordinances, minus any applicable retainage or other deductions permitted by this Addendum. Payment shall be made to Contractor at the address designated in the invoice. To be deemed proper, an invoice must comply with all requirements set forth in this Addendum and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to reasonably withhold payment of the invoice based on Contractor's material breach of any term, condition, or requirement of this Addendum. The Parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3.1. Payment will be made to Contractor in the manner reasonably designated in writing by Contractor or, if not designated, at the following address:

Gulf Material Sales, LLC
C/O Mr. Jace Chandler
70393 Bravo Street
Covington, Louisiana 70433
Via Email: JChandler@gulfmaterialsales.com

5.3.2. Payment shall be made to Contractor for goods and services properly provided after the expiration date of the Contract so long as their provision was commenced prior to the expiration date of the Contract. This section shall not be applicable to an earlier termination of the Contract, as supplemented by this Addendum, for cause or convenience.

5.5 Orders. At County's request, Contractor shall issue a written quote for any goods or services considered for purchase by County under this Addendum. If County elects to procure the goods or services and the terms of the quote are acceptable to County, County will issue an appropriate purchase order to acquire such goods or services (the "Order"). The Order shall specify the type, amount, timing, and any applicable scope of services or acceptance criteria for the goods or services purchased. Orders shall be approved or executed on behalf of County as follows: the Contract Administrator may approve and execute any Order for which the cumulative aggregate cost to County is less than \$50,000; the Purchasing Director may approve and execute any Order for which the cumulative aggregate cost to the County is within the Purchasing Director's delegated authority; any Order above the Purchasing Director's authority must be approved by the Board.

6. MISCELLANEOUS

6.1 Insurance. Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit B** in accordance with the terms and conditions of this section. Contractor shall ensure that "Broward County" is listed as an additional insured on all policies (except for Worker's Compensation and Employer's Liability policies) required under this section. All required insurance coverages shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and shall submit to County for County's internal approval at least fifteen (15) days prior to the Effective Date. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County as such claim relates to the goods or services provided by Contractor under this Addendum. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer(s) may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies. Contractor shall require that each Subcontractor maintain insurance coverage that adequately

covers the goods and services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this section. If any of the required policies provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Addendum for at least the duration stated in Exhibit B; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Addendum for at least the duration stated in Exhibit B.

6.2 Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Addendum, and caused or alleged to be caused, in whole or in part, by any breach of this Addendum by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Addendum (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Addendum. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Addendum may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

6.3 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.4 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Addendum will not violate that statute. If Contractor violates this section, County may immediately terminate this Addendum for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.5 Prohibited Telecommunications. Contractor represents and certifies that it and its Subcontractors do not use, and for the term of this Addendum will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

6.6 Entities of Foreign Concern. The provisions of this section apply only if this Addendum provides access to an individual's personal identifying information. By execution of this Addendum, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Addendum shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.7 Prohibition of Attorneys' Fees. If there is any litigation, mediation, arbitration, or other dispute resolution proceedings between the Parties arising out of or related to this Addendum and/or the underlying Contract, each Party shall pay for its own attorneys' and other professionals' fees, costs, and expenses notwithstanding any provision in the Contract to the contrary.

6.8 Termination for Convenience; Other Termination. In addition to any other termination rights in the Contract, this Addendum may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Addendum for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Addendum may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Addendum is terminated by County pursuant to this section, Contractor shall be paid for any goods purchased, delivered, and accepted by County and services provided through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for goods or services under this Addendum.

6.9 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Addendum is effective unless contained in a written document executed with the same or similar formality as this Addendum and by duly authorized representatives of County and Contractor.

6.10 Equal Opportunity. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Addendum. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

6.11 Public Records. Notwithstanding any other provision in this Addendum, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Addendum. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

6.11.1 Keep and maintain public records required by County to perform the services;

6.11.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

6.11.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Addendum and after completion or termination of this Addendum if the records are not transferred to County; and

6.11.4 Upon expiration or termination of this Addendum, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Addendum or the services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute

and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6613, JKLADERMAN@BROWARD.ORG, JUDY KLADERMAN, 115 S. ANDREWS AVE., ROOM 329D, FORT LAUDERDALE, FLORIDA 33301.

6.12 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Addendum, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Addendum.

6.13 Notices. In order for a notice to a Party to be effective under this Addendum, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Purchasing Division Director, Robert Gleason
115 S. Andrews Ave., Suite 212, Fort Lauderdale, Florida 33301
Email address: rgleason@broward.org

NOTICE TO CONTRACTOR:

Gulf Material Sales, LLC
C/O Mr. Jace Chandler
70393 Bravo Street
Covington, Louisiana 70433
Via Email: JChandler@gulfmaterialsales.com

6.14 Prior Agreements; Complete Agreements. The Contract, this Addendum, and attached Exhibits constitute the entire agreement between the Parties and are intended to replace and supersede all prior agreements between the Parties. Any modification to this Addendum must be in writing and signed by the Parties.

6.15 Conflict. If there is a conflict or inconsistency between any provision contained in the Contract and this Addendum, this Addendum shall control.

6.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Addendum and the relationship between Contractor and County shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit between the Parties arising from, related to, or in connection with this Addendum shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ADDENDUM.**

6.17 Representation of Authority. Contractor represents and warrants that the Contract and this Addendum collectively constitute the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Addendum constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Addendum is within Contractor's legal powers, and each individual executing this Addendum on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.18 Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Addendum and that no third party shall be entitled to assert a right or claim against either of them based upon this Addendum.

6.19 Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Addendum, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under the Contract and this Addendum, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.20 Anti-Human Trafficking. By execution of this Addendum by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor

does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

6.21 Recitals; Counterparts. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. This Addendum may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

6.22 Federal and State Law Compliance. Notwithstanding anything in the underlying contract to the contrary, participation under this addendum is subject to compliance with all applicable state and federal law.

6.23 Security Requirements. Contractor, the goods, and the services must meet or exceed all security requirements set forth in **Exhibit C** at all times throughout the Term, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Director of Purchasing, authorized to execute same pursuant to the Broward County Procurement Code; and Contractor, signing by and through its duly authorized representative.

BROWARD COUNTY

BROWARD COUNTY, by and through
its Director of Purchasing

By: _____
Director of Purchasing

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By DEANNA M. KALIL Digitally signed by DEANNA M. KALIL
Date: 2025.10.02 10:36:10 -04'00'
Deanna Kalil 10/2/2025
Assistant County Attorney

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA
Date: 2025.10.02 10:48:58 -04'00'
Maite Azcoitia 10/2/2025
Deputy County Attorney

DMK/gmb
Participating Addendum-Road Weather Information Systems-FDOT.docx
08/12/25
#80040

CONTRACTOR

Gulf Material Sales, LLC

By: Andre G Favret
Authorized Signer

Andre G. Favret- President
Print Name and Title

19 day of September, 2025

WITNESS/ATTEST:

Michele Cotten
Corporate Secretary or other witness

Michele Cotten- Sales Support Mgr
Print Name and Title

This purchase order was delivered by SAP Business Network. For more information about Ariba and SAP Business Network, visit <https://www.ariba.com>.



From:
DEPARTMENT OF TRANSPORTATION
1109 S MARION AVE, MS-2006
FINANCIAL SERVICES 386-758-3700
LAKE CITY, FL 32025
United States

To:
Gulf Material Sales, LLC.
70393 Bravo Street
Covington, LA 70433
United States
Phone: +1 (985) 8098116
Fax: +1 (985) 8920707
Email: carol@gulfsp.com

Purchase Order

(New)

EP361979

Amount: \$618,850.00 USD

Version: 1

Comments

Comment Type:

Submit

Comment Body:

Regional Transportation Management Center Location:

980 North Jefferson Street

Jacksonville, Florida 32209

Hours for Delivery are:

Monday – Thursday – 7:00 AM to 4:00 PM

Fridays – NO DELIVERIES

Lift Gate will be needed for offloading – there is no loading dock area at this location.

Contact Number: Jose Morales 904-903-2015

Comment By:

Kathaleen Crisler

Comment Date:

2024-12-04T07:45:33-08:00

Comment Type: Terms and Conditions

Body:Purchase Order Terms & Conditions

http://dms.myflorida.com/mfmp_PO_TC

Other Information

PUI.ID:	5520
PUI.Name:	5520 - Department of Transportation
Site Code.ID:	550000-02
Site Code.Name:	2
Purchasing Unit:	550000
Purchasing Unit Name:	550000

ATTACHMENTS

 Gulf_Materials_Bid_Submittal.pdf (application/pdf)  DOT-ITB-25-2005-JB.pdf (application/pdf) 
Scope_of_Services_RWIS_Revised.pdf (application/pdf)  PO_Public_Records_Language.pdf (application/pdf) [View more »](#)

SHIP ALL ITEMS TO

Regional Transportation Management Center
980 North Jefferson Street MS 2812
Jacksonville, FL 32209
United States
Ship To Code: A01asnz5bc.q
Email: kathaleen.crisler@dot.state.fl.us

BILL TO

DEPARTMENT OF TRANSPORTATION
1109 S MARION AVE. MS-2006
FINANCIAL SERVICES 386-758-3700
LAKE CITY, FL 32025
United States

DELIVER TO

Jose Morales
Regional Transportation Management Center

Line Items

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
1		Not Available	Material		20 (EA)	30 Jan 2025	\$6,105.00 USD	\$122,100.00 USD
		RWIS WS600 Smart Weather Sensor Weather Sensor						

Other Information

Req. Line No.:	1
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:	
Incoterm Location:	

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
2		Not Available	Material		10 (EA)	30 Jan 2025	\$7,975.00 USD	\$79,750.00 USD
		SatLink 3 Logger/Transmitter						

Other Information

Req. Line No.:	2
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc

Classification Code:	46171600
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Incoterms Information

Incoterm Code:
Incoterm Location:

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
3		Not Available	Material		10 (EA)	30 Jan 2025	\$7,975.00 USD	\$79,750.00 USD
		Lufft-Communicator (LCOM)						

Other Information

Req. Line No.:	3
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:
Incoterm Location:

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
4		Not Available	Material		20 (EA)	30 Jan 2025	\$8,235.00 USD	\$164,700.00 USD
		RWIS VS2K: Visibility Sensor						

Other Information

Req. Line No.:	4
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:
Incoterm Location:

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
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5	Not Available	Material	20 (EA)	30 Jan 2025	\$3,565.00 USD	
RWIS RLS: Radar Level Sensor						

Other Information

Req. Line No.:	5
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:
Incoterm Location:

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
6		Not Available	Material		50 (EA)	30 Jan 2025	\$1,310.00 USD	\$65,500.00 USD
RWIS Solar Options: Solar Panel								

Other Information

Req. Line No.:	6
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:
Incoterm Location:

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
7		Not Available	Material		20 (EA)	30 Jan 2025	\$300.00 USD	\$6,000.00 USD
RWIS Solar Options: Solar Charger								

Other Information

Req. Line No.:	7
Requester:	Kathaleen Crisler

PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:
Incoterm Location:

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal
8		Not Available	Material		50 (EA)	30 Jan 2025	\$595.00 USD	\$29,750.00 USD
		RWIS Solar Options: Battery						

Other Information

Req. Line No.:	8
Requester:	Kathaleen Crisler
PR No.:	PR631328
Method of Procurement:	H
Shipping Method:	Best Way
Advanced Payment Indicator:	No
Solicitation #:	DOT-ITB-25-2005-JB
Classification Domain:	unspsc
Classification Code:	46171600

Incoterms Information

Incoterm Code:
Incoterm Location:

Order submitted on: Tuesday 10 Dec 2024 1:04 PM
GMT-08:00
Received by SAP Business Network on: Tuesday 10 Dec
2024 1:04 PM GMT-08:00
This Purchase Order was sent by State of Florida Next
Gen AN01722330651 and delivered by SAP Business
Network.

Sub-total: \$ 618,850.00 USD

MINIMUM INSURANCE REQUIREMENTS

NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER

Project: **Purchase and Delivery of IoT Sensors**
Agency: **Resilient Environment Department**

TYPE OF INSURANCE	INSD	WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	\$500,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKERS' COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☐ POLLUTION / ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:	\$10,000	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (2) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Risk Management Division

Enterprise Technology Services Security Requirements Exhibit – Low Risk

1. Definitions

1.1. Equipment means the hardware being provided by Contractor under the Agreement.

1.2. Software means software provided or licensed by Contractor pursuant to the Agreement, including software-as-a-service (“SaaS”) products.

1.3. Contractor Platform means the web-based platform on which Contractor provides any SaaS or hosting Services under the Agreement, including any system or other solution that stores, hosts, or transmits County data.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

2. Software Installed in County’s Network

2.1. Software Installed in County’s Network. To the extent Contractor provides any Software to be installed in County’s network, Contractor must:

2.1.1. advise County of all versions of any third-party software (e.g., Java, Adobe Reader) to be installed and support updates for critical and high-risk vulnerabilities discovered in applicable third-party or open source software;

2.1.2. ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;

2.1.3. develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;

2.1.4. mitigate critical and high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, and medium-risk vulnerabilities within 60 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;

2.1.5. ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor’s or the third-party licensor’s website;

2.1.6. ensure software connectivity to database systems can be configured to integrate with Active Directory (AD);

2.1.7. ensure the Software is not within three (3) years from its end-of-life date and provide County with end-of-life-schedules for all applicable Software;

2.1.8. support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for County Confidential Data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

2.1.9. upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

3. Equipment Leased or Purchased from Contractor

3.1. Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

3.1.1. ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

3.1.2. ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;

3.1.3. shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high risk vulnerability, and within sixty (60) days after identification of a medium risk vulnerability and notify County of proposed mitigation steps taken;

3.1.4. develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

3.1.5. upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

3.1.6. ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

3.1.7. (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the OEM's website; and

3.1.8. (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

4. SaaS or Hosting Service

SaaS or Hosting Services. To the extent Contractor provides SaaS or web hosting services, all Software, SaaS, and all Hosted Services or other web-based solution provided or made available as part of the Services must comply with the County's Service Provider Secure Coding Standard, including as may be updated from time to time by County upon written notice to Contractor. For any web-based solution provided or made available as part of the Services that hosts County data, Contractor will ensure that County can authenticate County employee user accounts by username/password and Multi-Factor Authentication or SSO with County Active Directory Federated Services. Any SaaS provider or website hosting County data must account for confidentiality, integrity, and availability to the extent required by County security standards, and Contractor must immediately notify County of any information security breach or unauthorized access or modification of County data. Contractor shall maintain the same standards set forth herein for its data centers and other facilities that store or host County data.